

STEWART TITLE COMPANY

GF# 99208488 /SC/UC

**RESTRICTIONS, COVENANTS  
AND CONDITIONS**

014-25-2254

**The Villas of Laffite's Cove****THE STATE OF TEXAS**

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**COUNTY OF GALVESTON**

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**WHEREAS, OLY GALVESTON GENERAL PARTNERSHIP**, a Texas General Partnership ("Developer"), is the owner of the following described property situated in Galveston County, Texas, to-wit:

42 numbered lots as a result of a partial replat of P/O Reserves B, and all of Reserves A, H and L, Pirates Cove Section Six Second Amending Plat in Pirates Cove, Section Six, a subdivision in Galveston County, Texas, according to the Plat thereof recorded in Book 18, Pages 277-281, of the Map Records of Galveston County, Texas, as amended by Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 326-333, and Partial Replat of Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 366-367 of the Map Records in the Office of the County Clerk of Galveston County, Texas, as amended by Pirates Cove Second Amending Plat recorded in Volume 18, Page 574 of the Map Records in the Office of the County Clerk of Galveston County, Texas, commonly known as Laffite's Cove at Pirates Beach. The Plat of such 42 numbered lots is recorded in Volume 18, Page 812, of the Map Records of Galveston County, Texas.

all of the hereinabove described property, being hereinafter sometimes referred to as "Said Lots", "the Property", or "the Subdivision", and,

**WHEREAS**, it is the desire of the Developer to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of Developer as well as future owners of the Property

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT OLY** Galveston General Partnership with its principal place of business in Dallas, Dallas County, Texas, acting herein by and through its duly authorized officers and agents, does hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon the Property, which shall constitute covenants running with the title to the land and shall inure to the benefit of Developer, its successors and assigns and to each and every purchaser of one or more lots in the Subdivision, their successors and assigns, and any one of said beneficiaries shall have the right to enforce these restrictions by any available legal process

RESTRICTIONS, COVENANTS AND CONDITIONS

1 Land Use and Building Type The Property shall be used for residential purposes only, and only one (1) semi-detached or duplex-style single-family dwelling unit shall be erected on any one lot. No commercial activity shall be conducted on or from any of said Lots, except that a lot owner may from time to time rent his or her home to another for residential purposes. Notwithstanding anything contained herein to the contrary, Island Custom Homes, Inc., a Texas Corporation, shall have the right to maintain a model home and/or sales office on Lots 1 and 2 of Block C, or any other two (2) lots in the Subdivision as long as Island Custom Homes, Inc. owns any lots in this Subdivision.

2 Resubdivision No lot may be resubdivided. No lot may be combined except between or among the owners of abutting lots and thereafter each owner's resulting oversize tract shall be considered as one lot. Nothing herein contained shall prohibit the construction of a single residence on portions of two (2) lots, in which case both such lots shall be considered as one lot for building purposes. Irrespective of the foregoing provisions of this paragraph, the annual maintenance charge hereinafter set forth shall be and remain applicable to all lots as originally shown on the recorded plat of the subdivision, recorded in the Office of the County Clerk of Galveston County, Texas ("Plat").

3 Architectural Control and Construction Time No structure or improvement ("Improvement"), including, but not limited to, buildings, fences, walls, piers, docks, trash enclosures, driveways, curb cuts, culverts, decks, porches, patios, aerial antenna, satellite dish, swimming pools, playground equipment, and outdoor cooking or eating facility of a permanent nature, and any change in the grade of any lot of more than 6 inches shall be commenced, erected, or maintained upon any lot in the Subdivision, nor shall any exterior addition or change or alteration of the exterior be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee ("the Committee") composed of three (3) or more representatives from time to time appointed by The Villas of Laffite's Cove Homeowners Association, Inc., a Texas nonprofit corporation set up by Developer to administer these restrictive covenants, (hereinafter called "The Homeowner's Association"). The persons serving from time to time on the Committee may be removed, with or without cause, by The Homeowners Association at such times and for such reasons as it may determine in the exercise of its sole discretion. In the event of the removal or resignation of one or more members of the Committee, The Homeowners Association shall promptly designate other persons to replace those who are removed.

Approval by the Committee shall be granted or withheld based upon conformity of the Improvement to both the general and specific intent of this instrument, adequacy of site dimensions, structural design, quality of materials, conformity and harmony of external design and location with neighboring structures and sites and relation of finished grades and elevations to neighboring sites, and such other relevant considerations as the Committee may, in the exercise of its sole discretion,

determine to be of significance in such determination ("Committee Considerations"). Special dock design considerations will be required for the following lots: Block A, Lots 1-6, Block B, Lots 1-26, Block C and Lots 1-10.

Each application made for architectural control approval shall be accompanied by the fee established by the Committee to defray expenses of the Committee and by complete plans and specifications of all proposed Improvements. The plans and specifications to be so submitted and approved shall include the following

- a) A topographical plat showing existing contour grades and showing the location of all proposed Improvements. Existing and finished grades shall be shown at lot corners. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours of more than six (6) inches is contemplated.
- b) Exterior elevations.
- c) Exterior materials and colors.
- d) Structural design.
- e) Landscaping plan, including walkways, fences and walls (if permitted), elevation changes, watering systems, lighting, vegetation and ground cover
- f) Parking area and driveway plan.
- g) Screening, including size, location and method
- h) Utility connections
- i) Exterior illumination, if any, including location and method.
- j) Design and materials for construction of interconnect (including any culvert (size and type) or related facility) between driveways and any walkway, and the street or roadway.

If the plans and specifications are approved by the Committee, an approved application shall be issued authorizing construction of the proposed Improvements in accordance with the plans and specifications so approved. In the event the Committee fails to approve or disapprove the plans within fifteen (15) days after same have been submitted to it, approval will be presumed and this paragraph will be deemed to have been fully complied with. Such period shall only begin to run when all applicable items set forth in items (a) through (j) have been submitted.

Following approval of the plans and specifications and prior to commencement of construction, owner shall obtain a licensed land surveyor or professional engineer to survey the lot and mark the lot corners and the location of the proposed structure on the ground to insure it conforms to the site plan as approved. The Committee must approve the survey in writing prior to commencement of construction.

After the commencement of construction, the lot owner shall have a maximum of six (6) months to complete or cause to be completed the exterior construction unless the Committee approves a written request from the owner for an extension of such time limit. Exterior construction shall be deemed complete when the structure or structures have been completed in accordance with the approved plans, and when all construction materials and debris have been cleaned up and removed from the site.

Approval by the Committee shall not relieve the owner from the responsibility of complying with applicable public ordinances or regulations, and the approval is not, nor is it intended to be, an indication of compliance with any such ordinances or regulations.

Neither The Homeowners Association, the Committee nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by these restrictions, covenants and conditions, by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

The Committee shall have the right to promulgate and adopt rules and regulations necessary to implement these restrictions, covenants, and conditions, including but not limited to, an outline of minimum, acceptable construction standards and specifications. These rules and regulations may include submission requirements concerning the type of information, reports, plans and specifications and the like which need to be submitted with any application, payment of reasonable fees for processing or reviewing the application, it may also include guidelines governing the development of each lot, and building inspection procedures.

A member or agent of the Committee may enter on and inspect any lot and any improvement thereon during regular business hours and following reasonable notice for the purpose of ascertaining whether such lot and the Improvements thereon are in compliance with these restrictions, covenants, and conditions. Neither The Homeowners Association, the Committee, nor the agent of any of them shall be deemed to have committed a trespass by reason of such entry for inspection, provided such inspection is carried out in accordance with the terms of this paragraph.

It shall be the responsibility of the lot owner during construction to remove in a timely manner all trash, lumber, and debris of any other description associated with such construction so as to preserve a neat and orderly appearance to his or her lot, and, upon completion of construction, to completely remove all remaining construction debris from his or her lot. If, in the opinion of the Committee, a lot owner fails to remove such construction debris in a timely manner, the Committee

shall have the option to cause such debris to be removed from the lot, and the cost of such work shall be charged to the lot owner and shall be payable to the Committee upon demand. Any amounts owing to the Committee hereunder shall be secured by the lien hereinafter mentioned in paragraph 28

No exterior aerial antenna, satellite dish, flag pole, or other structure of any kind (except a chimney) shall project above the uppermost roof line of any structure on any lot in the Property

The Committee shall have the power and the authority, to be exercised in its sole discretion, to authorize variances and exemptions from the terms and provisions of any of the restrictions, covenants, and requirements set forth in this paragraph as to any one or more lots. The rights, powers and duties reserved to The Homeowners Association by this instrument and by this paragraph 3, shall remain in force and effect so long as the restrictions, covenants, and conditions, set forth herein shall be and remain in force and effect. The terms and provisions of this paragraph 3 may be enforced in the same manner as the other terms and provisions hereof are enforced pursuant to paragraph 35 hereof

4 Dwelling Size Only one (1) semi-detached or duplex-style single-family dwelling may be erected on any lot in the Property and each such dwelling shall contain not less than 1600 square feet of living area; not less than 300 square feet of deck area; and not less than 100 square feet of garage or enclosed storage area

5 Type of Construction, Materials and Landscape

- (a) Every structure, building or addition thereto shall be affixed to the ground in a permanent manner
- (b) All elevated structures shall be built on pilings or other type of elevated foundation designed so that the foundation will aesthetically conform to standards set by the Committee.
- (c) No round pilings shall be permitted, unless the pilings are concrete.
- (d) No angle bracing from pilings to floor stringers will be permitted. Elevated structures may be cross braced against the floor joists to prevent racking of structures, and floor joist stringers must be of adequate size to carry floor joists without angle bracing from the pilings to the stringers.
- (e) All houses and other structures must be kept in good repair, and painted or stained when necessary to preserve the attractiveness thereof. No owner may change the exterior paint colors or color of roof tiles or shingles without prior approval of the Architectural Control Committee and the owner of any connected structure

- (f) No house, building or structure shall be more than three (3) stories of living area in height. Notwithstanding anything contained herein, to the contrary, a house, building, or structure may be disapproved by the Committee because of excessive height, due to Committee Considerations described in paragraph 3 above.
- (g) The minimum first floor elevation of a house must be at least in accordance with the requirements for insurance against storms and as required by the City of Galveston and County of Galveston, and any other governmental entity having jurisdiction.
- (h) Toilet facilities of all houses shall be installed inside each house, and shall be connected before use with a sewage disposal system approved by the City of Galveston and the Galveston County Health Department. No other sewage disposal system will be permitted in the Subdivision other than a central sewage system serving the Subdivision. No septic tank or privy shall be installed, erected or maintained on the premises. Nothing herein contained to the contrary or seemingly to the contrary shall prevent the installation and use of sanitary sewer facilities by a water district or other governmental authority in the Subdivision. Each lot owner will, at his or her expense, extend his residence connection line to an outside perimeter of the lot as designated by Developer or a utility district, as the case may be.
- (i) All pilings must be sunk to a depth of at least ten (10') feet.
- (j) Walls attached to structural or vertical pilings below the living area of the house must be of a break away nature and may not be permanently or structurally affixed to the pilings.
- (k) Upon completion of a house each lot owner shall plant, and continually maintain on his or her lot at least two (2) healthy trees, both of which must be Sabal Palm (Sabal Florida). The Specified Trees must be of such size and be planted at such locations as shall be approved by the Architectural Control Committee pursuant to paragraph 3 hereof.

<u>Street Name</u>	<u>Type of Tree</u>	<u>Size</u>
Stewart Road	Sabal Palm (Sabal Florida)	10-20 foot, clear trunk, bear root

- (l) All construction must be in compliance with all laws, ordinances, rules and regulations of all government and municipal agencies having jurisdiction over construction of improvements on lots.

6 Location of Improvements. No portion of a building, excluding roof overhangs, chimneys, stairs, decks and/or porches, shall be located closer to the front, side and rear lot lines than the building lines as shown on the Plat provided that cantilevered or overhanging improvements may be constructed to within fifteen (15) feet of said bulkhead so long as there are no piers, supports, or other ground level improvements within fifteen (15) feet of the bulkhead, and three (3) feet to any side lot line. Air conditioning units, and all other unsightly structures, facilities, or equipment must be screened from public view by planting or decorative fencing. Corner lots shall be deemed to front on the street along which such lot has the least amount of frontage. No fence shall be erected in the front building setback line and no rear yard fencing shall be higher than four (4) feet

7. Electrical Distribution System. An electric distribution system will be installed in that part of the Subdivision, designated herein as -Underground Residential Subdivision, which -underground service area embraces all of the lots which are platted in the Subdivision. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit or, in the case of a multiple dwelling unit structure, the owner/developer, shall, at his or her own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the Plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the owner/developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current

The electric company has installed or will install the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits,

where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the owner of each affected lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1 75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the electric company to be necessary.

8 Easements. Easements for the installation and maintenance of utilities, drainage facilities, roads and streets, and landscaping are granted and reserved as shown on the Plat. No utility company, water district, property owner's association or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by themselves, their successors, assigns, agents, employees, or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements. Developer reserves the right to grant (without the consent of any lot owner) such additional easements as may, in the opinion of Developer, be necessary to properly serve the Subdivision's requirements, including but not limited to an easement on, over, and across such lots for the purpose of erecting access gates to limit access to the "Private Access Lanes" shown on the plat of the Subdivision.

Erection of access gates to limit access to the "Private Access Lanes" shown on the plat of the Subdivision shall only be commenced upon an affirmative vote of a majority of the Class A and Class B Members of a special assessment for such purpose. Provided however, Oly Galveston General Partnership shall not be responsible for the payment of any such special assessment.

9 Annoyances or Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or to a person of reasonable sensibilities.

10 Animals. Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be kept, raised or bred on any lot in the Subdivision. Not more than two (2) dogs and/or cats may be kept on a lot, provided they are kept only for the use and pleasure of the owner and are not kept, bred or maintained for commercial purposes.



11 Drainage Structures. Drainage structures under private driveways shall be either of two types: (1) where the drainage ditch is of sufficient size to accommodate the culvert as described herein without causing the driveway to be elevated above the street level, drainage structures shall be buried underneath the private driveway, and shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of 1 3/4 square feet (18-inch diameter pipe culvert); (2) where the drainage ditch is of insufficient size to accommodate the culvert above described, the drainage structure may be a dip in the private driveway that will allow the free flow of water over the driveway

12. Condition of the Lot Surface The cutting of grass and weeds shall be the obligation of each lot owner or the Homeowners Association as set forth in Paragraph 27. The collection of garbage, trash and rubbish shall be the responsibility of each lot owner, and may be handled by a third party or parties on an individual contract basis. The owner or occupant of each lot shall at all times maintain his or her lot in a sanitary, healthful and attractive manner. No owner or occupant of any lot shall in any event use his or her lot or any part thereof for the storage of materials or equipment except such materials and equipment as may be needed for normal, immediate residential building requirements, nor shall they permit the accumulation of garbage, trash, rubbish, or refuse of any kind thereon. In the event of default on the part of the owner or occupant of any lot in observing any of the above requirements, or in the event any garbage, trash, rubbish or refuse is allowed to remain on the individual owner's premises for a longer period of time than one (1) week, with the exception that a maximum of thirty (30) days is granted to clear debris and repair damage due to hurricanes or other acts of God, Developer, (and the successors and assigns of Developer in a like capacity), without liability to such owner or occupant in trespass or otherwise, may enter upon such lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish or debris so as to place such lot in a neat, attractive, healthful and sanitary condition, in which case Developer shall bill the owner or occupant for such work. The owner or occupant, as the case may be, agrees by purchase or occupancy of any lot in the Subdivision, to pay such statement within fifteen (15) days of receipt thereof

13 Temporary Structures. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, mobile homes, boats or motor vehicles of any type, shall ever be maintained or used on any lot at any time as a residence, either temporarily or permanently. Parking of automotive vehicles on road shoulders adjacent to lots is prohibited

14. Excavation or Filling. The excavation or the removal of any soil from any lot is prohibited except where necessary in conjunction with landscaping or construction being done on such lot. No filling material which will have the effect of changing the grade level of any lot shall be placed on such lot without the prior approval in writing of the Committee, the City of Galveston, and any other governmental agencies having jurisdiction thereof, if any

15 Signs and Billboards No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot without the prior consent in writing of the Committee. Developer or the Committee shall have the right to remove any such signs,

advertisements, billboards or structures placed on any lot within the Subdivision without such consent, and in so doing shall not be liable for trespass or any damages in connection therewith or arising from such removal. Notwithstanding anything contained herein to the contrary, Developer and its successors and assigns reserves the right to construct and maintain such signs and advertising devices on the Property as is customary in connection with the general sale of property in the Subdivision until such time as all improved lots in the subdivision have sold

16 Hunting. No hunting nor the discharge of firearms shall be permitted in, on, or from, any part of the Subdivision.

17. Treasures or Artifacts. Developer and its successors and assigns reserves a one-half (½) interest in all treasures and artifacts found on any lot within the Subdivision

18 Docking and Mooring Facilities No piers, docks or mooring facilities shall be installed, erected or maintained unless and until the plans and specifications for the same have been approved in writing by the Committee. Furthermore, all boats operated, anchored or docked in any manner in any of said canals must be approved by the Committee as to appearance, size and the extent of motor noise in order that no unsightly, oversized or unusually loud boats will be allowed in any of said canals

19. Party Wall Agreement Declarant, for itself, its successors and assigns, and all succeeding Owners of Said Lots, hereby declare, covenant and agree that, after construction of the semi-detached or duplex units, such semi-detached or duplex units at the location of each boundary line between each Lot shall constitute a Party Wall which shall be owned, used and maintained by each Lot Owner subject to the following

(a) As to each Party Wall located on a boundary line of his property, each Lot Owner shall hold, enjoy and be entitled to, and shall be subject to all of the duties and obligations of, the rights, duties and obligations of the owner of a party wall easement at law;

(b) Each Lot Owner shall have, own and hold an easement and right of support together with the right and privilege of joining to and using each Party Wall located on a boundary line of his property;

(c) If any portion of the Party Wall is damaged or destroyed by the act, default or negligence of the Owner of a lot, such Owner shall promptly rebuild and repair the Party Wall on his property and shall compensate the adjoining property Owners for any damages to their respective property,

(d) If a Party Wall shall be damaged or destroyed by a cause other than the act, default or negligence of any Owner, such Party Wall shall be repaired and rebuilt at the joint expense of each Owner entitled to the use thereof on the basis of 50% each of the net costs of restoration after the application of any sum or sums received by either Owner from insurance covering such casualty

risk. Each Owner hereby grants to each adjoining Owner a lien on and against his lot to secure the payment of his aliquot share of such repair and restoration costs, and each Owner hereby grants to each adjoining Owner a perpetual easement for the purposes of going on to such Owner's lot to

repair and restore the Party Wall in the event of damage (the provisions of this Section being applicable only to Owners and Lots entitled to the use of the damaged Party Wall

(e) Each Owner shall at all times keep and maintain his improvements on his Lot so as to prevent damage to the Party Wall; and further, no changes shall be made in the improvements on any Lot which will materially increase the loads carried by the Party Wall or otherwise materially adversely affect the structural integrity of the Party Wall, and

(f) The covenants and conditions of this Section shall run with the title to each Lot comprising the Property and shall be binding upon and inure to the benefit of each Lot Owner and their respective successors, administrators, executors and assigns, provided, however, that no present or future Owner of a Lot shall be liable under the terms hereof except for their acts or defaults as the Owner of a Lot

20 Remedial Action by The Homeowners Association Should any Owner fail to maintain the Party Wall as required by Section 19 above, or fail to maintain the exterior of the improvements located upon his Lot, as required above, after receiving 15 days written notice of such violation, The Homeowners Association shall have the right, but not the obligation, to take the actions specified in the notice of such violations. The Declarant, for itself and each subsequent Owner, hereby grants to The Homeowners Association the right, license, easement and authority to enter upon each Lot for the purposes of correcting the violations as hereinabove set forth, and neither The Homeowners Association nor any of its employees, agents or contractors shall be liable for trespass or any other legal or equitable violation in pursuing the remedies herein provided for. All costs and expenses incurred by The Homeowners Association in effecting such remedy or abatement pursuant to this Section will be paid to The Homeowners Association by the Owner of the Lot for which such costs and expenses are incurred upon demand. If such costs and expenses are not paid to The Homeowners Association within ten days after written demand to the Owner, said amounts shall accrue interest at a rate that is the lesser of (i) 15% per annum, or (ii) the highest amount of interest allowed by applicable law. Further, if said costs and expenses are not paid to The Homeowners Association by the Owner within thirty days after the date of written demand therefor, said costs and expenses, together with interest thereon and costs of collection and all other amounts for which an Owner can become liable hereunder, shall be a charge on the land and shall be a continuing lien upon the Lot for which such costs and expenses are incurred in the same manner and subject to all the provisions of Paragraph 28 hereof. All such costs and expenses, together with such interest, collection costs, and reasonable attorney's fees, shall be the personal obligation of the Owner of such Lot at the time such costs and expenses are incurred. The suit to recover a money judgment (together with reasonable attorneys' fees and costs as aforesaid) may be maintainable without filing or foreclosing a lien securing the same.

21. Covenants for Maintenance Charges Each purchaser of any lot within the Property by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance shall be deemed to covenant, and agree as a covenant running with the land, to pay to the Developer or to The Homeowners Association, its successors or assigns, as may be appropriate. a) the Regular Maintenance Charge (as specified in paragraph 22 hereof and b) the Special Laffite's Cove Maintenance Charge (as specified in Paragraph 24 hereof), and c) The Villas at Laffite's Cove Maintenance Charge (as specified in Paragraph 26) all such maintenance charges to be fixed, established and collected as hereinafter provided. Each of the maintenance charges herein provided for shall be a charge and a continuing lien upon each lot, together with all improvements thereon, as hereinafter more particularly stated. Each maintenance charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of the lot at the time payment of the maintenance charge fell due, but no lot owner shall be personally liable for the payment of any maintenance charge made or becoming due and payable after his or her ownership ceases.

22. Regular Maintenance Charge. The owner of each lot within the Property, except as hereinafter provided, shall pay a minimum annual maintenance charge ("Regular Maintenance Charge") of \$60.00 per year for the purpose of creating a fund to be known as the "Maintenance Fund". Said Regular Maintenance Charge may be increased from time to time by the Committee in an annual amount not to exceed 10% of the Regular Maintenance Charge for the previous year, up to a maximum charge of \$72.00 a lot per year, if in the sole discretion of the Committee, such action is required to satisfy funding requirements for those expenses enumerated in Paragraph 21 above. After said maximum charge of \$72.00 per lot has been reached, thereafter the Committee shall have the right, in its sole discretion, to increase the Regular Maintenance Charge by a percentage increase equal to the percentage increase in the Consumer Price Index - All Items, 1967 equals 100 (as defined by the U.S. Department of Labor, Bureau of Labor Statistics) for the year preceding the year for which the assessment is being made. Should the U.S. Department of Labor, Bureau of Statistics cease to publish the Consumer Price Index - All Items, 1967 equals 100, the Committee shall select such other indices which in its judgment reflect the then broad range of economic factors represented in the said Consumer Price Index - All Items, 1967 equals 100. Said Regular Maintenance Charge shall be due and payable annually in advance on or before the first day of July of each year to the Committee at its offices in Galveston, Texas. The Regular Maintenance Charge on any lot purchased after July 1<sup>st</sup> of any year (covering the period of time from the purchase thereof to June 20 of the ensuing year) shall be prorated in the proportion that the number of months remaining prior to July 1<sup>st</sup> of said ensuing year bears to a whole year. The Regular Maintenance Charges referred to herein, together with the lien securing payment of the same, is expressly agreed that all unsold lots owned by Developer and its successors and assigns, shall be excluded from payment of the Regular Maintenance Charge. The sole and only obligation of Developer in connection with the purposes for which said Maintenance Fund has been created is to keep the grass and weeds mowed on all unsold lots. Notwithstanding the foregoing, Developer may, at its sole option, assume and agree to pay other expenditures for the benefit of owners or occupants of lots in the Subdivision. For informational purposes, the Regular Maintenance Charge is \$78.30 per year.

at the date of the filing of this document

Notwithstanding anything contained herein to the contrary, in the event either the public and/or private roads and/or streets in sections of Pirates Beach and Pirates Cove Subdivision (including, but not limited to, access roads) are damaged by hurricane, flood, storm or other act of nature, and the City or County of Galveston does not satisfactorily repair such roads, the Regular Maintenance Charge may be increased annually during the next ensuing collection period or periods by an amount not to exceed one-half ( $\frac{1}{2}$ ) of the then current Regular Maintenance Charge in order to raise sufficient funds to pay the cost of restoring such roads or streets to their former condition and the funds collected by reason of such increase may be used to repair such damage and/or to reimburse Developer, its successors or assigns, for any expense, including interest, if any, which it may have incurred in connection with the repair of such damage. After the total cost of such repairs, including interest, if any, has been paid, the Regular Maintenance Charge shall revert to such amount as may have been collected annually prior to such increase, subject to the right of the Committee, its successors or assigns, to increase the Regular Maintenance Charge as herein provided.

23. Purpose of the Maintenance Fund. All sums accruing to such Maintenance Fund shall be applied, so far as sufficient, towards the payment of maintenance expenses, of all sections of Pirates Beach and Pirates Cove Subdivision, including, but not limited to, the following: lighting, sidewalks and dunes and dune crossover walkways, if any, paths, public and/or private roads and/or streets (including, but not limited to, access roads), public canals, boat launching facilities, parks, security, playgrounds, Gulf and Bay lot owner facilities, esplanades, collecting and disposing of garbage, trash, and rubbish from common areas, and doing other things necessary or desirable in the opinion of the Committee to keep the Property neat and in good order, or which the Committee considers of a general benefit to the owners or occupants of lots in the Sections of Pirates Beach and Pirates Cove Subdivision. In this connection, it is understood that the judgment of the Committee in the expenditures of the Maintenance Fund shall be final so long as such judgment is exercised in good faith. It is further understood and agreed that the Committee shall have the right to commingle the sums comprising the Maintenance Fund with sums comprising other Maintenance Funds in other Sections of the Pirates Beach and Pirates Cove Subdivision and to expend portions of the Maintenance Fund for the purposes herein specified for the benefit of other Sections of the Pirates Beach and Pirates Cove Subdivision.

24. Special Laffite's Cove Maintenance Charge. The owner of each lot within the Property shall pay to Laffite's Cove Property Owner's Association a minimum annual maintenance charge ("Special Laffite's Cove Maintenance Charge"), of \$250.00 per year, or such greater amount as may be levied pursuant to instrument of record under Film Code No. 009-07-0815 in the Official Records of Real Property of Galveston County, Texas, for the purpose of creating a fund to be known as a "Special Laffite's Cove Fund". Said Special Laffite's Cove Maintenance Charge may be increased from time to time by Laffite's Cove Property Owner's Association if in the sole discretion of the Developer, such action is required to satisfy funding requirements for those expenses enumerated in Paragraph 25 below. Said Special Laffite's Cove Maintenance Charge shall be due and payable annually in advance on or before the first day of July of each year to Laffite's

Cove Property Owner's Association at its offices in Dallas, Dallas County, Texas or wherever it may direct that payment be made. The Special Laffite's Cove Maintenance Charge on any lot purchased after July 1<sup>st</sup> of any year (covering the period of time from the purchase thereof to June 30 of the ensuing year) shall be prorated in the proportion that the number of months remaining prior to July 1<sup>st</sup> of said ensuing year bears to a whole year. For informational purposes, the Special Laffite's Cove Maintenance Charge is \$274.00 per year at the date of the filing of this document.

24a. Laffite's Cove at Pirates' Beach Maintenance Charge and Lien

The owner of each lot within the Property shall pay to the Laffite's Cove at Pirates' Beach Nature Society the annual and special assessments ("the Canals and Nature Preserves Maintenance Charge") as may be levied pursuant to and secured by the lien contained in (the Laffite's Cove at Pirates' Beach Lien") instrument of record under Film Code No. 008-29-0424 in the Official Public Records of Real Property of Galveston County, Texas for the purpose of creating a fund to be known as the "Canals and Nature Preserves Maintenance Fund." Such Canals and Nature Preserves Maintenance Fund shall be payable as provided in said instrument of record at such address as provided in such instrument of record. The Canals and Nature Preserves Maintenance Charge on any lot purchased after January 1 of any year (covering the period of time from the purchase thereof to December 30 of the ensuing year) shall be prorated in the proportion that the number of months remaining prior to January 1<sup>st</sup> of said ensuing year bears to a whole year.

25. Purpose of Special Laffite's Cove Fund All sums accruing to the Special Laffite's Cove Fund shall be used by the Laffite's Cove Property Owners Association for the purposes of landscaping and maintaining on the common areas within the Property, maintaining all property located South of the Private Access Lanes depicted on the Plat and Lots 1-X, Block A, Lot 1-X Block B; Lot 1-X Block C and all property located to the South of Reserve S depicted on the Plat, and doing other things necessary or desirable in the opinion of the Developer or The Homeowners Association to keep the Property neat and in good order, or which the Developer or The Homeowners Association considers of a general benefit to the owners or occupants of lots in the Property, including, but not limited to security specifically designed for the Property. In this connection, it is understood that the judgment of the Developer or The Homeowners Association in the expenditures of the Special Laffite's Cove Fund shall be final so long as such judgment is exercised in good faith. It is further understood and agreed that this fund shall not be commingled with the sums comprising the Maintenance Fund.

26. The Villas of Laffite's Cove Maintenance Charge The owner of each lot within the Property shall pay to The Homeowners Association an annual maintenance charge established by the Board of Directors of The Association ("The Villas of Laffite's Cove Maintenance Charge"), for the purpose of creating a fund to be known as "The Villas of Laffite's Cove Fund". The Villas of Laffite's Cove Maintenance Charge may be increased from time to time by The Homeowners Association if in the sole discretion of The Homeowners Association, such action is required to satisfy funding requirements for those expenses enumerated in paragraph 27 below. Said Villas of Laffite's Cove Maintenance Charge shall be due and payable annually in advance on or before the

first day of July of each year to The Homeowners Association at its offices in Galveston, Galveston County, Texas. The Villas of Laffite's Cove Maintenance Charge on any lot purchased after July 1<sup>st</sup> of any year (covering the period of time from the purchase thereof to June 30 of the ensuing year) shall be prorated in the proportion that the number of months remaining prior to July 1<sup>st</sup> of said ensuing year bears to a whole year. Said maintenance charge may be made payable on a monthly basis instead of an annual basis at the discretion of The Homeowners Association, its successors or assigns

The amount of the annual maintenance charge payable by Oly Galveston General Partnership on vacant developed lots owned by it shall be the portion of the maintenance charge necessary to fund grounds maintenance of the vacant developed lots owned by it, or, alternatively, Oly Galveston General Partnership may mow and maintain such lots and pay no maintenance fees

27. Purpose of The Villas of Laffite's Cove Fund. All sums accruing to The Villas of Laffite's Cove Fund shall be used for the purposes of cutting grass and weeds on all of the Lots, for securing blanket policies of hazard insurance for the dwelling units constructed upon the Property, for maintaining Private Access Lanes A, B and C depicted on the Plat and for constructing and maintaining access gates to control access to the "Private Access Lanes" shown on the plat of the Subdivision, if The Homeowners Association deems such to be desirable, and doing other things necessary or desirable in the opinion of The Homeowners Association to keep the Property neat and in good order, or which The Homeowners Association considers of a general benefit to the owners or occupants of lots in the Property, including, but not limited to security specifically designed for the Property. In this connection, it is understood that the judgment of The Homeowners Association in the expenditures of The Villas of Laffite's Cove Fund shall be final so long as such judgment is exercised in good faith. It is further understood and agreed that this fund shall not be commingled with the sums comprising the Maintenance Fund

28. Liens to Secure Maintenance Charges. The Regular Maintenance Charge, the Special Laffite's Cove Maintenance Charge, and The Villas of Laffite's Cove Maintenance Charge as hereinabove provided for, shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each lot and all improvements thereon, for the benefit of The Homeowners Association, its successors or assigns, and all lot owners, such liens to be enforceable by such beneficiary through the appropriate means at law

29. Subordination of Liens All liens established by this instrument are hereby specifically made subordinate and inferior to all liens, presently or in the future, given, granted and created at the instance or request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and it is hereby further provided that as a condition precedent to any proceeding to enforce such lien upon any lot against which there is an outstanding valid and subsisting first mortgage lien, such beneficiary shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice to be sent to the nearest office of such mortgage holder by prepaid United States registered or certified mail, such notice to contain a statement of the delinquent

maintenance charges upon which the proposed action is based. Upon the request of the owner of any such mortgage, said beneficiary shall acknowledge in writing to such owner its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien.

30 Relationship of Maintenance Fund Lien, Special Laffite's Cove Lien, Laffite's Cove at Pirates Beach Lien and The Villas of Laffite's Cove Lien. The Maintenance Fund Lien, Special Laffite's Cove Lien, the Laffite's Cove at Pirates Beach Lien and The Villas of Laffite's Cove Lien shall be ranked as pari passu, with none of the liens being superior or subordinate to the other regardless of the priority of its recordation. The Laffite's Cove at Pirates Beach Lien shall mean the lien securing assessments and other costs provided for in the Declaration of Covenants for Laffite's Cove at Pirates Beach Canals and Nature Preserves recorded under County Clerk's File No. 9226208 of the Real Property Records of Galveston, Texas ("Section 6 Declaration"). In the event of a default in the obligations secured by any of such liens and the institution of proceedings to foreclose liens by the beneficiary thereof, the beneficiary instituting foreclosure proceedings shall provide written notice thereof to the beneficiary of the other liens, and, if there is then a default in any of the obligations secured by any of such liens, the proceeds of a foreclosure sale shall be applied as follows:

- (a) First, to the expenses incurred in connection with the foreclosure sale,
- (b) Second, in equal amounts to the beneficiary of each lien in which there is a default until all obligations secured by any of liens have been paid in full,
- (c) Third, 100% to the beneficiary of the lien securing any obligations remaining unpaid, and
- (d) Fourth, to the obligor(s) their heirs, personal representatives, successors or assigns

Such foreclosure proceedings shall not in any manner alter, affect or diminish the rights of the beneficiary of any of such liens to bring an action at law against the persons liable for the obligations secured thereby. Likewise, such foreclosure proceedings and any sale or transfer thereunder shall not in any manner alter, affect or diminish the Laffite's Cove at Pirates Beach Lien, the Maintenance Fund Lien, Special Laffite's Cove Lien, and The Villas of Laffite's Cove Lien as to any future assessments or other obligations secured thereby.

At the option of Developer or The Homeowners Association, their successors and assigns, the liens herein described may be secured by requiring each lot owner to execute a deed of trust in favor of Developer or The Homeowners Association to secure payment of the various charges.

31 Terms of the Various Funds. The above described maintenance charges will remain in effect for the full term (and extended term or terms, if applicable) of the within restrictions,



covenants, and conditions

32. Membership in Galveston Country Club. Notwithstanding anything to the contrary contained in any prior restrictive covenants which affect the Property, no purchaser of a lot in the Subdivision described on Page 1 of these Restrictions, Covenants and Conditions shall be required to make application for membership in, or to join and maintain active membership in, the Galveston Country Club by the mere fact that such purchaser has purchased a lot in the Subdivision

33 Use of Recreational Facilities Lot Owners in all sections of Pirates Beach and Pirates Cove Subdivision shall have the use of the combined recreational facilities within said subdivisions.

34. Reservation of Landscape Easement and Grass Mowing Easement There is hereby reserved for Developer, its successors and assigns, an easement running within, along, and adjacent to the entire front lot line to the north line of the Private Access Lanes shown upon the plat of the Subdivision of Lots 1 through 6, Block A, 1 through 26, Block B and 1 through 10, Block C, and the entirety of Lots 1X, Block A, 1X, Block B and 1X, Block C, inclusive This easement shall be for the establishment, construction, location, operation, maintenance, repair, replacement and restoration of a landscaped area There is hereby reserved to The Homeowners Association, its successors and assigns, an easement running from the north line of the Private Access Lanes shown upon the plat of the Subdivision to the rear line of Lots 1 through 6, Block A, Lots 1 through 26, Block B, and Lots 1 through 10, Block C, inclusive. This easement shall be for the purpose of cutting grass and weeds and maintaining the improvements upon any lot when necessary, and doing any and all things necessary, useful, convenient, incidental thereto or in connection with such purposes Developer or The Homeowners Association, or their successors and assigns, acting by and through its agents or employees, shall have the right to enter upon the easement area hereby reserved, at all times, for the purposes set forth herein, and to do any and all things necessary, useful, convenient or incidental to or in connection with the purposes set forth in this Paragraph

35 Terms and Enforcement. The restrictions, covenants, and conditions set forth in this instrument shall be deemed to run with all or any portion of the Property, and shall be a burden and benefit to Developer or The Homeowners Association, their successors and assigns, and any grantees, successors, heirs, executors, administrators or assigns, and shall run with the land and shall be binding upon all parties and persons claiming under Developer until December 31, 2030, at which time these covenants shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the majority of the then owners of lots within the Property has been duly executed and acknowledged, changing said covenants, restrictions and conditions, in whole or in part, and filed for record in Galveston County, Texas. Enforcement of these restrictions, covenants, and conditions, including specifically but not limited to, the terms and provisions of paragraph 3 hereof, may be had by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory It shall not be a prerequisite to the granting of any such injunction that there be an inadequate

remedy at law, or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. Such enforcement may be by the owner of any lot within the Property, by Developer or by The Homeowners Association, or by any association of owners of lots in Pirates Beach and Pirates Cove Subdivisions, as provided by law. Failure by any person or persons to enforce any restriction, covenant or condition herein contained, or acquiescence in any violation hereof, shall not be deemed the waiver of the right to enforce against the violator or others the provisions so violated or any other provision.

36 Property Owner's Association. Developer will create The Villas of Laffite's Cove Homeowner's Association, Inc., a Texas nonprofit corporation. Every person or entity who is a record owner of a lot within the Subdivision shall be a member of The Homeowners Association. Lot ownership shall be the sole qualification for membership, and membership shall be appurtenant to and may not be separated from lot ownership. Members shall be entitled to one (1) vote in each property owners' association for each lot owned, except as set forth below. Developer shall have the right, but not the duty, and at its sole discretion, to transfer or sell the recreational facilities it owns, if any, and any or all reserves it owns within the Subdivision, to The Homeowners Association it forms. Also Developer may transfer its responsibilities under these restrictions, covenants, and conditions, in certain instances, to The Homeowners Association and it may transfer responsibilities in the future, including, but not limited to, the responsibility for collection and disbursement of the Maintenance Fund, responsibility for collection and disbursement of the Special Laffite's Cove Fund, responsibility for collection and disbursement of The Villas of Laffite's Cove Fund, responsibility for enforcing the Maintenance Fund Lien, Special Laffite's Cove Lien and the Villas at Laffite's Cove Lien and the responsibilities for architectural control set out in Paragraph 3 hereof.

The Homeowners Association shall have two classes of membership:

Class B. The Class B Member shall be Developer. The Class B Member shall be entitled to twenty (20) votes for each lot in the Subdivision in which it holds the interest required for membership by these Restrictions, Covenants and Conditions or any Supplemental Restrictions, Covenants, and Conditions,

Class A. Class A Member shall be all the Members of The Homeowners Association, with the exception of Developer or the Class B Member. Class A Members shall be entitled to one vote for each Lot in the Subdivision in which they hold the interest required for membership by these Restrictions, Covenants and Conditions or any Supplemental Restrictions, Covenants, and Conditions; provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A

membership equal the total votes outstanding in the Class B membership,

(b) on January 1, 2005.

From and after the happening of whichever of these events occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in the Subdivision in which it holds the interest required for membership by these Restrictions, Covenants and Conditions, or any Supplemental Restrictions, Covenant, or Conditions

The Homeowners Association shall own and maintain as a "Common Element" or "Common Property" any and all access gates constructed to control access to the "Private Access Lanes" shown on the plat of the Subdivision.

37. Annexation. Additional land in Pirates Cove Section Six, a subdivision in Galveston County, Texas according to the map or plat thereof, recorded in Book 18, Pages 277-181 of the Map Records in the Office of the County Clerk of Galveston County, Texas, as amended by Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 326-333 and Partial Replat of Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 366-367 of the Map Records in the Office of the County Clerk of Galveston, Texas, owned by Developer, its successors or assigns, may be added or annexed to the Property and made subject to the terms hereof by The Homeowners Association, its successors or assigns, without the consent of owners at any time or from time to time by the recording of an instrument expressly stating an intention to so annex such additional land. Such additional land which may be added or annexed shall become subject to the Regular Maintenance Charge, Special Laffite's Cove Maintenance Charge, and The Villas at Laffite's Cove Maintenance Charge.

38. Prior Covenants. These restrictions, covenants and conditions are expressly made subject to the Section 6 Declaration. In the event of any conflict between these restrictions, covenants, and conditions of the Section 6 Declaration, the Section 6 Declaration will control, except as to Paragraphs Nos. 3, 5(e), 5(f), 5(i), 5(k), 6, 20, 26, 27, 28, 30, 32, 34, 33 34 and 40 of this Agreement which shall control over any provision in document to the contrary.

39. Responsibility of Developer. It is expressly understood and agreed that Developer assumes no obligation, responsibility or liability in the execution of these reservations, restrictions, covenants and conditions, and further that any or all duties, responsibilities, maintenance charges, and/or rights contained, established or reserved herein may be assigned, transferred and conveyed to The Homeowners Association or similar organization at any time Developer is reasonably assured that The Homeowners Association or similar organization is able to function for the benefit of all owners of lots in the Subdivision

40. Severability. Invalidation of any one of these covenants by judgment or other court order shall in nowise affect any of the other provisions, such other provisions to remain in full force

and effect

41. Amendments of These Restrictions, Covenants, and Conditions. Any part or all of these restrictions, covenants, and conditions may be amended, from time to time by an instrument duly executed and acknowledged and recorded in the office of the County Clerk of Galveston County, Texas, signed by a majority of the Class A members and a majority of the Class B members, provided that only one vote shall be allowed for each lot in the Subdivision (except as may be set forth in paragraph 36), regardless of whether more than one person owns a lot, and provided, further that when one person or Developer owns more than one lot (except as may be set forth in paragraph 36), he or it shall be entitled to one vote for each lot owned)

42. Headings. All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants and/or conditions herein contained.

WITNESS the execution hereof this 19 day of January, 2000.

**OLY GALVESTON GENERAL PARTNERSHIP,**  
a Texas general partnership

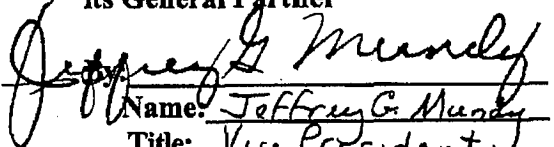
By: **BLACKARD GALVESTON, INC.,**  
a Texas corporation - a general partner

By:   
Jeffery D. Blackard, President

By: **Oly Galveston Parent L.P.,**  
a Texas limited partnership,  
it's managing general partner

By: **OLY/GP GALVESTON, L.P.**  
a Texas limited partnership,  
its general partner

By: **Oly Galveston, Inc.,**  
a Texas Corporation,  
its General Partner

  
Name: Jeffrey G. Mundy  
Title: Vice President

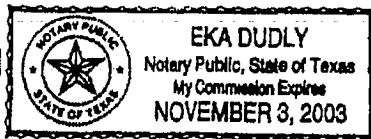
## STATE OF TEXAS

## COUNTY OF GALVESTON

BEFORE ME, EKA DUDLY, on this day personally appeared Jeffery D Blackard, President, of Blackard Galveston, Inc, a Texas Corporation, a General Partner of Oly Galveston General Partnership, a Texas General Partnership, on behalf of said partnership, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_,) 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 day of January A D.,  
2000

[SEAL]



C. C. Dudley  
NOTARY PUBLIC in and for

The State of Texas

My Commission Expires

Nov 03, 2003

## STATE OF TEXAS

COUNTY OF GALVESTON Dallas

BEFORE ME, Cynthia Jill Rickford, on this day personally appeared Jeffery D. Mundy, Vice President, of OLY Galveston, Inc., a Texas corporation, general partner of OLY/GP Galveston, L. P, a Texas limited partnership, general partner of OLY Galveston Parent, L.P, a Texas limited partnership, on behalf of said partnership, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_,) 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 20<sup>th</sup> day of January A D.,  
2000

[SEAL]



Cynthia Jill Rickford  
NOTARY PUBLIC in and for

The State of Texas

My Commission Expires

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

SGS pp 34483.1

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