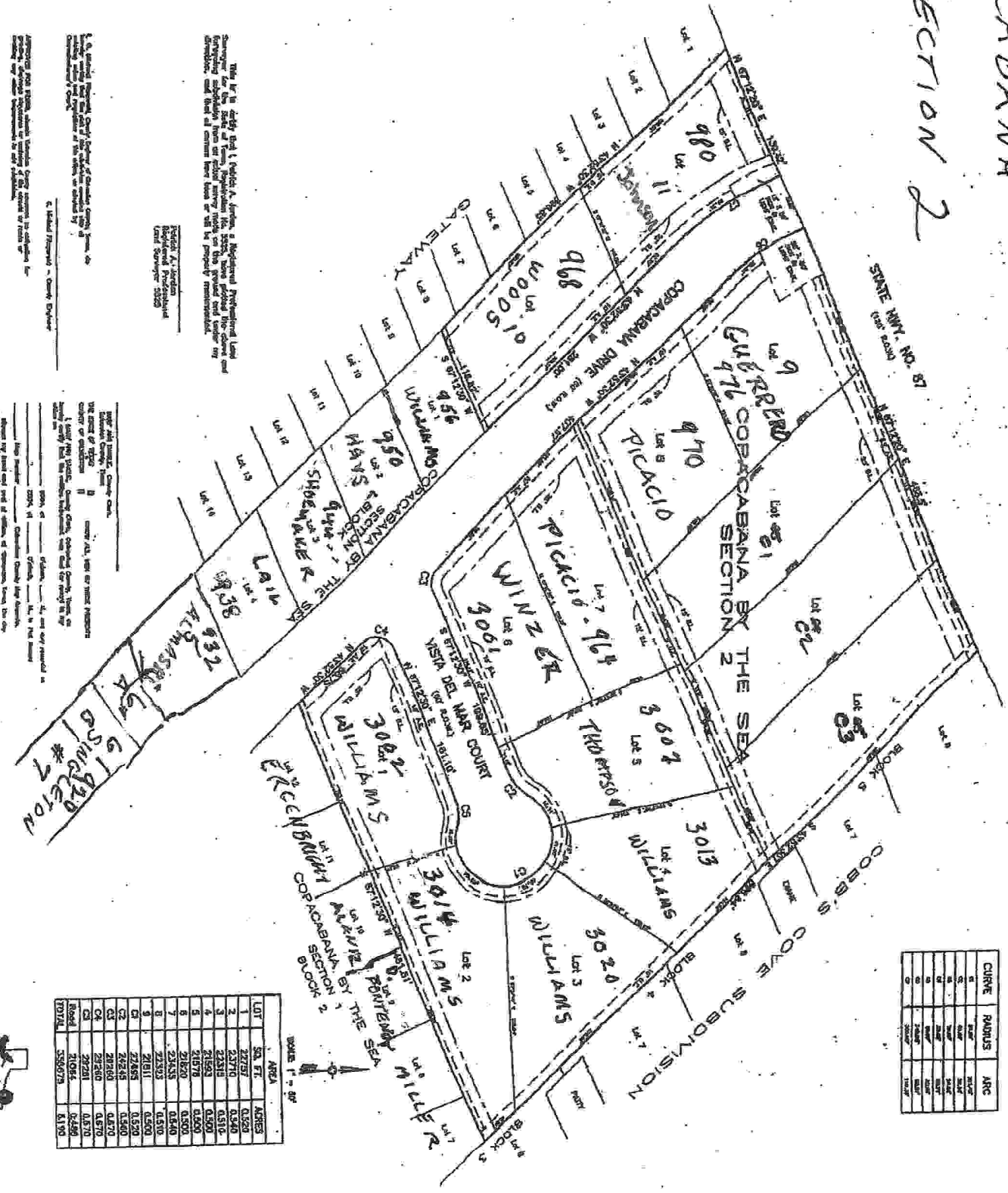


COPACABANA

SECTION 2



CURVE	RADIUS	ARC
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

LOT	SQ. FT.	ACRES
1	22737	0.520
2	23776	0.540
3	22515	0.516
4	21525	0.490
5	21678	0.490
6	23435	0.530
7	22505	0.510
8	21811	0.500
9	22485	0.520
10	26245	0.600
11	28760	0.657
12	29260	0.670
13	29261	0.670
14	31064	0.710
TOTAL	358678	8.190

This lot is being sold by **Richard A. Johnson, a Registered Professional Land Surveyor** to **State Highway No. 87**. The survey was prepared by the owner and his representative, and that of certain here shown, or will be properly represented.

Richard A. Johnson
 Registered Professional Land Surveyor No. 2529

State Highway No. 87

State Highway No. 87

State Highway No. 87

WILLIAMS
 SECTION 2 BY THE SEA
 SHOWN BY THE SEA
 SHOWN BY THE SEA

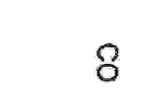
WILLIAMS
 SECTION 2 BY THE SEA
 SHOWN BY THE SEA
 SHOWN BY THE SEA

WILLIAMS
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WILLIAMS
 SECTION 2 BY THE SEA
 SHOWN BY THE SEA
 SHOWN BY THE SEA





**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF COPACABANA BY THE SEA, SECTION 2**

1500 sq. ft house

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COPACABANA BY THE SEA, SECTION TWO, IN GALVESTON COUNTY, TEXAS (the Declaration) is made and executed on the date hereinafter set forth by Copacabana Development, Inc., a Texas Corporation, acting through its duly authorized officers called Declarant.

**SECTION I
THE SUBDIVISION**

WHEREAS, Declarant is record owner of a certain 8.190 acre tract or parcel of land out Of the Burrell Franks Survey in Galveston County, Texas, set out and described to and made part of this Declaration for all purposes.

WHEREAS, Declarant has caused said land to be surveyed and recorded into a residential (Lots 1-11) and commercial (Lots C-1, C-2, and C-3) Subdivision (the Subdivision) known or to be known as COPACABANA BY THE SEA, SECTION 2, out of the Burrell Franks Survey, in Galveston County Texas, in accordance with and as shown upon the herein after referenced plat of said Subdivision prepared by Patrick A. Jordan, Registered Professional Land Surveyor and filed with this Declaration, and

WHEREAS, it is the desire of Declarant to create exclusive residential and business sites in the Subdivision for the purpose of preserving and enhancing the value, attractiveness, desirability and privacy and quiet enjoyment of the homes and businesses built on the lots in said Subdivision by adopting for the Subdivision a general plan or scheme restricting the use to which the lots may be put and setting standards and restrictions for the use, improvement and occupancy of said lots for the benefit of each and every person or entity now or hereinafter owning a lot or lots in the Subdivision.

NOW, THEREFORE, Declarant does hereby and herewith adopt the aforementioned plat of the Subdivision and does hereby declare that said subdivided Land, as described in # 2006078283 hereof and as shown and reflected upon said plat, is and shall henceforth be known and described as COPACABANA BY THE SEA, SECTION 2. Declarant does hereby adopt and incorporate into and as a part of the restrictions imposed by this Declaration the basic restrictions and limitations set forth upon the plat of said Subdivision, and such basic restrictions and limitations shall have and be of the same force and effect as if set forth in this Declaration as specific restrictions or limitations.

FURTHER, for the purposes set forth above herein, Declarant hereby declares that all of the residential lots in the Subdivision shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth below in this Declaration, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Subdivision, or any part thereof, to the benefit of each owner thereof save and

except for lots C-1, C-2 and C-3 which may be used for residential or commercial purposes as specified in the respective deeds at the time of the issuance.

SECTION II DEFINITIONS

- A. **Building limit line.** The building limit line is the line marked "B.L.", as shown on the Plat, or as changed by the parties in accordance with the provisions of this declaration.
- B. **Committee:** Committee refers to the Architectural Control Committee designated pursuant to Section III.
- C. **Subdivision:** Subdivision refers to the property described in Section I and set forth on the plat.
- D. **Lot:** Lot refers to that portion of any of the plots in the Subdivision on which there is or will be built a single family dwelling.
- E. **Corner Lot:** A corner lot is one that abuts on more than one street.
- F. **Outbuilding:** Outbuilding means an enclosed covered structure not directly attached to the dwelling which it serves.
- G. **Owner:** Owner means the record owner, whether one or more persons or entities, of a fee simple title to any lot or portion of a lot. The term includes contract sellers, but does not include those holding title merely as security for performance of an obligation.
- H. **Plot:** A plot is a single piece of parceled land consisting of one or more or less than one lot. A plot will be deemed to front on the street or streets as the lot or lots constituting the plot.
- I. **Street:** Street includes any street, drive, boulevard, road, land, way, terrace or court as shown on the plat.
- J. **Side streets:** A side street is a street on which a lot fronts.
- K. **First Floor:** First Floor means and refers to the first enclosed living floor area above the minimum first floor elevation required by local building codes.
- L. **Front Lot Line:** Front Lot Line means and refers to the boundary line of the lot adjacent to the street.
- M. **Rear Lot Line:** Rear Lot Line means and refers to the boundary line(s) of the lot opposite the front lot line.

SECTION III ARCHITECTURAL CONTROL

General Authority of the Committee. The Committee shall give or withhold approval (as is in the judgment of the Committee Proper) of all matters set forth in this Section and in the succeeding sections of this Article (where approval of the Committee is required). Any such approval or disapproval shall be in writing and signed by a member of the Committee (or by its

designated representative). If plans and specifications meeting the requirements set forth above in this Section (as to the contents thereof) are submitted to the Committee and are not approved or disapproved within thirty (30) days after the submission thereof, the approval of the plans and specifications shall not be required. However, neither the approval by the Committee of the submitted plans and specifications, nor the failure of the Committee to approve or disapprove the submitted plans within said thirty (30) days shall authorize any owner to commence, construct, erect or reconstruct on any lot any building, fence or other improvement which violates (or fails to meet) the minimum standards and requirements set forth in this Declaration. Further, the approval or lack of disapproval by the Committee of the submitted plans and specifications shall not be deemed to constitute any warranty or representation as to fitness or design, adequacy of proposed design or construction, or compliance with applicable governmental laws, rules or regulations. In the absence of an express authorization in this Declaration of the Committee to waive or vary any specific standard or requirement contained herein, the Committee shall have no power or authority to waive or vary such specific standard or requirement.

Composition of the Committee. The Committee shall be composed of three (3) members. The initial members of the Committee shall be JEREMY HAAR, WILLIAM MILLER and GERALD PARKER. The Committee, by a majority vote shall have the power to designate a representative (who may or may not be a member of the Committee) to act for the Committee, and upon the designation of such representative by the Committee, such representative shall have the authority to do any act or make any decision which the Committee itself could do or make under this Declaration. Neither the Committee, nor its authorized representative shall have the right to demand, charge or receive any fee or other compensation as a condition to the examination of any plans or specifications submitted hereunder or for granting (or withholding) approval thereof.

Vacancies and Filing of Vacancies. In the event of the death or resignation of any member or members of the Committee, the remaining member or members shall have the power to designate a successor or successors to fill the vacancy or vacancies existing on the Committee. Until such successor(s) shall have been designated, the remaining member(s) of the Committee shall have continuing authority to act pursuant to the provisions of this Article.

Duties of the Committee. No building, fence or other structure (of whatever kind and description) shall be commenced, constructed, erected or reconstructed on any lot in the Subdivision, nor shall any exterior addition to or change or alteration of any structure or improvement, be made until the plans (including a plot plan and a floor plan of each floor of the dwelling, including the ground floor) and specifications therefore, showing (a) the nature, shape, overall height and dimensions thereof; (b) the location of all improvements with respect to the perimeter lot lines and building setback lines of the lot; (c) a complete foundation and piling detail, showing the size, length, spacing of all piling and the depth to which the piling will be buried; (d) the kind, nature, quality, color and proposed finish of exterior siding materials and roofing; and (e) the finished grade, topography and elevation of the lot and the elevation of the ground floor of the dwelling (which elevation should be measured from Mean Sea Level) have been submitted to and approved by the Committee as to (f) the quality of materials; (g) the conformity of the planned improvements with the covenants contained in this Declaration; (h)

the harmony of external design (including type, quality and color of roof, exterior materials and color scheme) of the planned improvements with other existing or planned structures in the Subdivision; and (j) the location of the planned improvements in relation to the lot lines and setback lines.

SECTION IV RECORDED EASEMENTS

Easements for installation and maintenance of utilities and easements for drainage are shown and designated as such upon the plat of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with or change the direction of flow in any drainage easements. The easement areas of any lot and all improvements thereon shall be continuously maintained by the owner of such lot, except for improvements for which maintenance is the responsibility of a public authority or utility company.

SECTION V USE OF LAND

- A. The lots will be used for single family residential purposes and no owner shall use or occupy his lot, nor permit the use or occupancy thereof, for any purpose other than as a private single family dwelling for the owner, his tenant, or their families save and except for Lots C1, C2 and C3 which may be used for residential or commercial purposes as specified in the respective deeds at time of issuance. Nothing contained herein shall be deemed to prohibit renting or long-term leasing of the dwelling. Only residents of residential homes including renters shall have access to and from the beach via the Copacabana Beach access row.
- B. No building, garage or other structure shall be built, constructed, reconstructed, altered or permitted on any lot in the Subdivision other than one (1) single family dwelling meeting the requirements set forth in this sections, and approved by the Committee except for Lots C1, C2 and C3 which may be used for residential or commercial purposes as specified in the respective deeds at time of issuance.
- C. No dwelling structure shall be located nearer to any perimeter lot line than the building limit line (B.L.) shown on the recorded plat; nor shall any dwelling structure be located nearer than fifteen (15) feet to any interior lot line. For the purposes of this Section, eaves shall not be considered part of the dwelling structure but steps, stairways and porches and decks (whether covered or uncovered, enclosed or open) shall be considered part of such dwelling structure. Building area for Lot 2 is shown on Exhibit "A".

- D. Residential lot owners only are allowed to vote on any matter concerning the Subdivision.**
- E. No dwelling having a single living floor shall be permitted on any lot in which the enclosed or living floor area (exclusive of porches and decks) is less than 1,500 square feet. A 1 ½ or 2 story dwelling shall have a minimum enclosed living floor area of 1,900 square feet of which 1,500 square feet shall be on the first floor level.**
- F. Each lot shall be maintained so as to preserve the drainage of the lot and adjacent street or roadway access. The erection or construction of any structure or improvement, or the filling in or excavation of any area of the lot, which will prevent or impair the drainage of the lot or cause water to stand on the lot, or on adjacent lots, or on the street or roadway adjacent to the lot is prohibited.**
- G. No owner shall do, or permit to be done by any members of his family or his guests or tenants, any act on any lot which shall be in violation of any applicable ordinance, statute rule or regulation of any municipal or other governmental authority. No noxious or offensive trade or activity will be carried on any lot, nor will anything be done on such lot which may be or become an annoyance or nuisance to the Subdivision.**
- H. No residence of a temporary character is permitted.**
- I. No structure will be moved onto any lot in the Subdivision unless it meets with the written approval of the Committee.**
- J. The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property shown on the plat is permitted provided it does not exceed 3 feet by 5 feet in size, and except that signs of a larger size, advertising the Subdivision may be erected by the Declarant.**
- Advertising signs applicable to the entire Subdivision shall be placed in the Copacabana entry sign areas as designated on the Subdivision plat. The design and size of these signs must be approved the Committee prior to placement.**
- K. All water discharges shall be subject to building codes.**
- L. No boats, trailers, campers, cars, trucks or other vehicles shall be parked or left unattended in the streets or roads (or in their right of way) in or adjoining the Subdivision. Boats, trailers, campers and other inoperative vehicles shall be parked or stored solely within the dwelling structure or garage on the lot. Personal (opposed to commercial) automobiles and trucks and recreational vehicles of an owner, his family, or guests or tenants, may be parked on the driveways of such owner's lot, but only for periods not to exceed three (3) consecutive days. No commercial trucks, vans or other commercial vehicles shall be parked on any lot for any period of time exceeding twelve (12) consecutive**

hours or forty eight (48) hours in a single work week and only if these vehicles are for the express purpose of aiding in any approved construction.

- M. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the Subdivision, except that dogs, cats and other household pets, not to exceed three (3) in number for any dwelling, may be kept provided (a) they are not kept bred or maintained for any commercial or breeding purposes, (b) they do not become a nuisance, and (c) they are not allowed to roam or wander unattended in the Subdivision.
- N. No lot shall be used or maintained as a dumping ground for rubbish, trash, refuse or other waste material. Trash, garbage and refuse shall be kept only in sanitary containers designated for such purposes. The design of said containers shall be determined by the Committee. No lot shall be used for open storage of any materials whatsoever, except for materials used or to be used in the construction or improvement upon any lot, and then only for as long as construction progresses.
- O. All construction shall proceed with reasonable diligence once pilings are installed. All construction must be completed within nine months of obtaining the original building permit.
- P. All wiring from the main power source or pole to all dwellings shall be installed underground.
- Q. All dwellings shall be of like construction as the existing structures in Copacabana Section I, specifically there shall be no use of brick, masonry, plastic, flat roofs, domes, etcetera in construction of the dwelling exterior.
- R. Exterior walls of all dwellings except when constructed using pre-colored (pastel colors only) material shall be painted with two or more coats of pastel colored paint or stain.
- S. No fence shall be erected, placed or altered on any lot so as to be nearer to any street than the building line or building set back lines as shown on the Final Plat, except on a corner lot where the fences shall be permitted to follow the property line on the side street of said lot from the rear line thereof to the front set back line, or as otherwise may be permitted by the Committee. All fences shall be constructed of commercial or residential grade lawn fencing material, and no fence shall be constructed of used or salvaged material. All fences shall be constructed and maintained in a good and workmanlike manner, and no fence shall exceed four (4) feet in height unless specifically approved by the Committee.
- T. Use of Commercial Lots C-1, C-2 and C-3. Commercial businesses will need Committee approval prior to any lot purchase and all transfers or sales of the property or business.

**SECTION VI
OBLIGATION TO MAINTAIN, REPAIR AND REBUILD**

Each owner shall at his sole cost and expense, perform such maintenance, repairs and replacements as shall be required to keep his dwelling and all other improvements in substantially the same condition as the completion of the original construction thereof, excepting only wear and tear.

If all or any portion of a dwelling or other structure on any lot in the Subdivision is damaged or destroyed by fire, windstorm, flood or other casualty, it shall be the duty and obligation of the owner thereof to repair, restore or reconstruct such dwelling or other structure to substantially the same condition as before such damage or destruction on or before the expiration of nine (9) months. Notwithstanding any resale or repairs to the lot or dwelling planned, the lot owner shall clear the debris from any destruction on or before the expiration of ninety (90) days. The Committee's approval of the plans and specifications for making such repairs, restoration or reconstruction must be obtained prior to commencement thereof.

**SECTION VII
TERM AND ENFORCEMENT OF CONVENANTS**

The Covenants and Restrictions contained in this Declaration shall run with and bind the land and same shall be binding upon and inure to the benefit of Declarant, and all owners, together with their respective heirs, legal representatives, successors and assigns. The covenants and restrictions herein contained shall be binding for a period of twenty (20) years from the date of this Declaration. Upon the expiration of such twenty (20) year period, they shall be automatically extended for successive periods of ten (10) years each.

This Declaration may be amended or the covenants hereof terminated in whole or in part as follows: (a) During the initial twenty (20) year period, any such amendment or termination shall be effected only by written instrument signed by the owners of not less than sixty seven percent (67%) of the residential lots in the Subdivision and duly recorded in the Office of the County Clerk of Galveston County, Texas; or (b) At any time after such initial twenty (20) year period, any such amendment or termination shall be effected only by a written instrument signed by the owners of not less than fifty one percent (51%) of the residential lots in the Subdivision and duly recorded in the Office of the County Clerk of Galveston County, Texas.

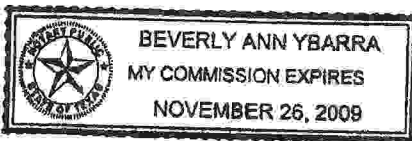
In the event that any of the provisions of this Declaration, or any portion thereof, shall be held to be invalid, illegal or unenforceable by judgment or decree of a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect, invalidate or impair any other provision, or portion thereof, and all remaining provisions, or parts of provisions, shall remain valid and in full force and effect in accordance herewith.

The failure of Declarant or any owner to enforce any covenant or restriction herein contained shall not be construed or deemed to constitute a waiver of the right thereafter enforce any such covenant or restriction or to enforce any other covenants or restrictions hereof.

STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on October 24th, 2006 BY JEREMY HAAR, President of COPACABANA DEVELOPMENT, INC., a Texas Corporation, on behalf of said Corporation.

COPACABANA DEVELOPMENT, INC. (Declarant)



BY: Jeremy Haar, President
Jeremy Haar, President

Beverly Ann Ybarra
October 24th, 2006.

EXHIBIT A

BUILDING AREA FOR LOT 2, COPACABANA BY THE SEA, SECTION 2

A Metes and Bounds Description of the Building Area within Lot 2, Copacabana by the Sea, Section 2, being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 2 of Copacabana By the Sea Section 2, and the Northwest corner of Lot 10, Block 2, of Copacabana By the Sea, a subdivision of record in Galveston County, Texas as recorded in Volume 17, Page 70, of the Map Records in the Office of the county Clerk of Galveston County, Texas.

THENCE North $67^{\circ}12'30''$ East, along the said North line of Lot 10, Block 2, a distance of 130.00 feet;

THENCE North $02^{\circ}28'11''$ West, a distance of 16.0 feet to the PLACE OF BEGINNING being 15 feet perpendicularly distant from the South line of said Lot 2;

THENCE continuing North $02^{\circ}28'11''$ West, a distance of 61.13 feet to a point 15 feet perpendicularly distant from the South of said Lot 2;

THENCE South $87^{\circ}31'49''$ West, a distance of 85.29 feet to the platted 15 foot building line of said Lot 2 and a curve to the right;

THENCE along said curve to the right, with a radius of 65 feet and an arc length of 60.55 feet to a point 15 feet perpendicularly distant from the West line of said Lot 2;

THENCE South $15^{\circ}16'58''$ East, a distance of 60.53 feet to a point 15 feet perpendicularly distant from the South line of said Lot 2 and the North line of said Lot 10;

THENCE North $67^{\circ}12'30''$ East, a distance of 118.45 feet to the PLACE OF BEGINNING of the herein described building area for said Lot 2.