

THE 3000 SOUTH BRAESWOOD

DECLARATION OF CONDOMINIUM

STATE OF TEXAS |
 |
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

THAT THE 3000 SOUTH BRAESWOOD CONDOMINIUMS, being the owner of that tract of land more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes and the improvements thereon, and desiring to submit such land and improvements to the Texas Condominium Act (Texas Revised Civil Statutes, Article 1301a) for the purpose of establishing a condominium regime does hereby adopt, establish, promulgate and impress this Declaration of Condominium upon such land and improvements.

ARTICLE I

DEFINITIONS

Section 1.1 Definition of Terms. When used in this Declaration of Condominium, the words set out below shall have the following meanings:

(a) Balcony - A balustraded platform projecting from a wall of the Building having restricted access to and from a Residence Unit.

(b) Board - The Board of Directors of The 3000 South Braeswood Council of Co-Owners.

(c) Building - A cluster of residential buildings designed for residential occupancy, and all other improvements now or hereafter placed on the Land. The location of the Building (defined herein in the singular for purposes of convenience) on the Land is more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes. The Building and Residence Units are more completely described on the plats which are attached hereto as Exhibit "B" and made a part hereof for all purposes. The term "Building" shall also include any other buildings annexed into the Project pursuant to Article XII hereof.

(d) By-Laws - The By-Laws of The 3000 South Braeswood Council of Co-Owners.

(e) Common Elements - The Common Elements shall be and include all of the Land and Building except the Residence Units as defined herein and shall include, without limiting the generality of the foregoing, the following, but only if applicable: foundations; supporting columns; girders; beams; slabs; supports; dividing walls between two or more Residence Units or between Residence Units and Common Elements; roofs; walkways; stairs; stairways; recreational areas;

entrances and exits of the Building; grounds; gardens; swimming pool; reception or club rooms; managerial and security offices; mail box area; areas used for storage of janitorial supplies; maintenance equipment and materials; installations of all central services, including power, light, gas, water, and waste collection; pumps; motors; driveways; all Parking Spaces shown on the Plat; and in general all apparatus and installations existing for the common use, or necessary or convenient to the operation, maintenance and use of the Project as a condominium including those which have been designated as common areas and facilities on the plats attached hereto; and all repairs and replacements of or additions to any of the foregoing. The stairs, reception or club rooms, Land and other Common Elements intended to be used for passage or temporary occupancy by persons are sometimes referred to herein as the "Common Areas". If additional property is annexed into the Project pursuant to Article XII hereof, the Certificate filed in conjunction therewith shall designate the portion of such property to be treated as Land, Buildings, Residence Units, Common Elements and Limited Common Elements.

(f) Common Expense Charge - The assessment made and levied by the Board against each Owner and his Residence Unit for administration, management and operation of the Project and for repairs, maintenance, additions, alterations, reconstruction and operation of all or any portion of the Common Elements (including Reserves for Replacements), in accordance with the provisions hereof.

(g) Common Expense Fund - Any accumulation of Common Expense Charges collected or received by the Council for the continued maintenance, repair and operation of the Project, including, without limitation, the maintenance, repair, additions, alterations or reconstructions of all or any portion of the Common Elements.

(h) Condominium - The Land, the Building and all other improvements erected upon and rights appurtenant to the Land and improvements. The components of the Condominium are further herein classified as "Common Elements", "Limited Common Elements" and "Residence Units", as defined herein. The legal rights and duties of ownership, use and administration created by the terms of the Texas Condominium Act, this Declaration of Condominium, the By-Laws and Rules promulgated thereunder are also a part of the Condominium and are sometimes referred to as the Condominium Regime.

(i) Council - The 3000 South Braeswood Council of Co-Owners, a Texas non-profit corporation, created or to be created, the members of which shall be the Owners of Residence Units within the Project during the period of their respective ownerships, and the successors and assigns of

such Owners. The term "Council" shall have the same meaning as the term "Council of Co-Owners" in the Texas Condominium Act.

(j) Declarant - The 3000 South Braeswood Condominium, and its successors or assigns, provided (i) such successors or assigns are designated in writing by the previous Declarant as a successor or assign of the rights of Declarant set forth herein, or (ii) such successor or assign was a mortgagee of the preceding Declarant.

(k) Easement - An exclusive right to use a particular part of the Common Elements for the purposes for which they were designed and in compliance with the terms of this Declaration the By-Laws and the Rules and Regulations.

(l) Land - The real property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any additional real property annexed into the Project as provided in Article XII.

(m) Limited Common Elements - Those portions of the Common Elements reserved for the exclusive use of the Owners of certain Residence Units to the exclusion of the Owners of all other Residence Units, such Limited Common Elements being more particularly designated as such on Exhibit "B" hereto and being a portion of the Parking Spaces.

(n) Managing Agent - The person, firm or entity which may be selected by the Board in accordance with the provisions hereof for the purposes of performing any duties, powers or functions of the Board in connection with the administration, management and operation of the Condominium.

(o) Member - Shall mean a member of the Council, as more particularly described in Article III hereof.

(p) Mortgage - Shall mean a security interest, mortgage, deed of trust, or lien granted by an Owner in and to, or against, a Residence Unit to secure the repayment of a loan, and duly filed for record in the Office of the County Clerk of Harris County, Texas.

(q) Mortgagee - The person or entity who holds a Mortgage as security for repayment of a debt.

(r) Owner - Any person or persons, firm, corporation or other entity which owns, of record, a Residence Unit in The 3000 South Braeswood, or legal interest therein, including the Declarant (but only from and after the date a particular Residence Unit has been certified as having been completed by the architect for the Project), but the term "Owner" shall not include any Mortgagee.

(s) Parking Spaces - The spaces for the parking of vehicles as shown on the attached Exhibits "B". Such spaces (including any carports located thereon) shall be a Common Element. A portion of the parking shall be a Limited Common Element

and assigned to individual Residence Units as hereinafter provided. Each Owner shall have the right to the use of at least one Parking Space for an automobile. Parking Spaces are designated on the Plat by the consecutive numbers "101 through 339" (except no spaces are designated 262, 263, 276, 277, 278, 279, 292, 297, or 298); a portion of the Parking Spaces shall be assigned to Residence Units, the Owners of which are entitled to the exclusive use thereof as a Limited Common Element, in the deed conveying such Owner's Residence Unit to such Owner, as hereinafter provided; and the remaining portion of the Parking Spaces shall be unassigned or guest parking and subject to such rules and regulations affecting the use thereof as may be promulgated by the Council.

(t) Patio Areas - The fenced patio areas adjacent and contiguous to those Residence Units having Patios on the ground level of the Building as shown on Exhibit "B"; All portions of the Patio Areas within and including the exterior surfaces of the fences around them are part of the Residence Units. Although the fence surrounding a Patio is part of the Residence Unit, such fence shall be treated as a Common Element for maintenance purposes and replacement purposes.

(u) Percentage Ownership Interests - The undivided interests in and to the Common Elements associated with and appurtenant to each Residence Unit as set forth on Exhibit "C" attached hereto and made a part hereof for all purposes. If additional property is annexed into the Project as provided for in Article XII hereof, the Percentage Ownership Interest appurtenant to each Residence Unit shall be adjusted based on the ratio of the number of square feet contained in each Residence Unit to the aggregate number of square feet contained in all Residence Units, as provided for in Article XII. The Certificate filed to effect any such annexation shall set forth the Percentage Ownership Interest appurtenant to each Residence Unit in the expanded Project.

(v) Project - Shall mean the Land, the Building, the Residence Units, and the Common Elements, the use of the term "Project" herein being intended to refer to the entire condominium regime hereby established, and shall also include any additional Land, Building, Residence Units, and Common Elements annexed pursuant to Article XII hereof.

(w) Residence Units - The 107 condominium units designated on Exhibit "B" attached hereto, the boundaries of which shall be the interior surfaces of the perimeter walls, floors and ceilings and the exterior surfaces of Balconies and Patios, and Residence Units shall include the portions of the Buildings so described and the air space so encompassed, excepting Common Elements. The term Residence Units shall have the same meaning as the term "Apartment" as used in the Texas Condominium Act. Included

within the definition of each Residence Unit, without limitation, shall be any finishing materials applied or affixed to the interior surfaces of the interior walls, floors or ceilings (such as, but without limitation, paint, wall-paper, vinyl wall or floor coverings and carpets); interior walls; and all utility pipes, lines, systems, fixtures or appliances servicing only that Residence Unit (whether or not within the boundaries of that Residence Unit). The boundaries of each Residence Unit shall be the interior surfaces of windows and doors, perimeter window frames and door frames. Interior trim around windows and doors shall be part of each Residence Unit and shall not be Common Elements. Unless otherwise provided by law, the "exterior surfaces of Balconies" as used in this definition shall mean the area enclosed by (i) those horizontal planes being the top of the surface of the Balcony in question and the plane of the ceiling of the Residence Unit of which such Balcony is a part, and by (ii) those vertical planes being the vertical exterior surfaces of the Building and those planes adjacent to the vertical exterior edges of the Balcony. Additional Residence Units may be annexed to the Project as provided for in Article XII hereof.

(x) Replacement Reserve Fund - Shall mean the reserve fund established pursuant to Article IV hereof for maintenance, repairs and replacements to the Project.

(y) Rules and Regulations - The rules adopted from time to time by the Council concerning the management and administration of the Project for the use and enjoyment of the Owners. The initial set of Rules and Regulations shall be promulgated by the Declarant, and a copy of such initial Rules and Regulations are attached hereto as Exhibit "D".

(z) Special Assessment - Any assessment over and above the Common Expense Charge deemed by the Board to be necessary for the preservation, management and administration of the Condominium, approved by the Council as hereinafter set forth.

(aa) Texas Condominium Act - Article 1301a of the Texas Revised Civil Statutes, as amended from time to time, which permits the creation of condominium regimes and provides the basic rules for their operation.

Section 1.2 Definitions of Rights and Responsibilities.

(a) Each Owner shall have exclusive ownership of his respective Residence Unit in fee simple (subject to all easements and other matters referred to herein) and shall have the common right to share, with all other Owners, in the use of the Common Elements in accordance with the purpose for which they are intended and the provisions hereof (subject to the provisions

of Section 1.3 hereof), without hindering or encroaching upon the lawful rights of other Owners.

(b) Where the term "Owner" is used in the granting of licenses, easements or rights to use Residence Units, Common Elements or Limited Common Elements, the family of such Owner and each member thereof, such Owner's guests, tenants, servants, employees and invitees shall also be entitled to the rights, easements or licenses so granted.

(c) The existing physical boundaries of each Residence Unit (or Residence Unit reconstructed in accordance with the original plans therefor) shall be conclusively presumed to be its boundaries regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the plat and those of the Building. None of the rights and obligations of the Owners created herein, or by any deed delivered to any Owner, shall be altered in any way by encroachments or the settlement or shifting of structures or any other cause. In the event any portion of the Common Elements encroaches upon any Residence Unit or any Residence Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

Section 1.3. Parking Spaces. A portion of the Parking Spaces shall be Limited Common Elements for the exclusive use of the Owner of the Residence Unit to which they are assigned of record by the Declarant. Parking Spaces shall be used only for parking of automobiles. Once such Parking Spaces have been assigned by the Declarant, such Parking Spaces, being Limited Common Elements, shall be perpetually appurtenant to the Residence Unit to which they are assigned. Any conveyance of any Residence Unit shall be deemed to convey also the right to use such Parking Spaces even though made without specifically or particularly referring to the same.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Use Restrictions.

(a) All Residence Units shall be used only for single family residential purposes (except as provided in Section 9.1 hereof). For the purpose of this provision, a Residence Unit shall be deemed to be used for single family residential purposes when it is used to house persons and

their belongings, without regard to whether the persons are owners of the Residence Unit or occupy the Residence Unit pursuant to a rental, leasing or other arrangement. Except for the leasing or rental of any Residence Unit, no Residence Unit shall be used for any commercial, business or professional purpose nor for church purposes. The use of a Residence Unit for the maintenance of a personal or professional library; for the keeping of personal, business or professional records or accounts or for the handling of personal, business or professional telephone calls or correspondence shall not be deemed to be in violation of this provision; but regular consultation with clients at a Residence Unit is prohibited.

(b) No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Residence Unit or in any Common Element which shall be or may become an annoyance or nuisance to the other Owners.

(c) No part of any curtains, blinds, shades, draperies, or other window coverings visible from the exterior of any Residence Unit shall be used in any Residence Unit unless same are white or beige or other similar uniform color approved by the Board. No animal, other than normal household pets that weigh less than 25 lbs., shall be permitted on the Project.

(d) Notwithstanding any other provisions of this Article, the Declarant may make such temporary use of the Common Elements and Residence Units as is reasonably necessary to facilitate and complete the improvements of the Land, construction of the Building, the operation of Declarant's sales efforts and the showing of the Condominium and any unsold Residence Units therein; the provisions of this Article shall not prohibit the use by the Council of all Common Elements in any reasonable manner necessary in connection with the operation and maintenance of the Condominium.

(e) Nothing shall be done in or kept in or on any Residence Unit, Balcony, Parking Space or Common Element which will increase the rate of insurance on the Condominium or any other Residence Unit over that applicable to residential buildings, or would result in uninsurability of the Condominium or any part hereof, or the cancellation, suspension, modification or reduction of insurance in or on or covering the Condominium or any part thereof. If, by reason of the occupancy or use of any Residence Unit by any Owner, the rate of insurance on all or any portion of the Condominium shall be increased, such Owner shall be personally liable to the Council for such increase caused thereby and such sum shall be payable to the Council at the same time and in the same manner as provided for the payment of Common Expense Charge.

(f) No Owner shall install, attach or hang or allow to be installed, attached or hung any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air-conditioning units or any other like equipment or wiring in or across any portion of any Common Elements; protruding from any Balcony or Patio or through any wall, floor, ceiling, window or door which is a Common Element, except as approved by the Council. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefor installed or used in a Residence Unit shall fully comply with all rules, regulations or requirements of all state and local public authorities having jurisdiction.

(g) Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of his Residence Unit and with the provisions hereof, and the By-Laws and Rules and Regulations promulgated hereunder.

Section 2.2 Decorations, Maintenance and Repairs of Residence Units. Any Owner may decorate and redecorate his Residence Unit and may make any non-structural improvements or non-structural alterations within his Residence Unit (but not to Common Elements) and shall have the right to paint, repaint, tile, wax, paper, or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the Residence Unit. No Owner shall have any right to place any sign in or on any Residence Unit or elsewhere on the Project without the prior written consent of the Board, and the Board shall have the right to remove any sign so placed without permission.

Each Owner shall, at his own cost and expense, maintain his Residence Unit and all Common Elements serving only his Residence Unit (provided such Common Element is located within the boundaries of the Residence Unit) in good condition and repair. If any Owner shall fail to so maintain a Residence Unit (including Common Elements serving only such Residence Unit and located within the boundaries of such Residence Unit), or any portion thereof, the Council shall have the right (but not the obligation) to perform such work as is necessary to put any such Residence Unit in good order and repair, and the cost thereof shall be deemed a debt of such Owner to the Council, payable on demand, and payment thereof shall be secured in the same manner as for Common Expense Charges as set out in Section 4.5 hereof.

Section 2.3 Balconies. No Owner shall paint, remodel or enclose any Balcony or store objects or things on such Balcony or dry clothing or place other materials on such Balcony in any manner which is likely to impair the uniform appearance of the exterior of the Building. An Owner may furnish a Balcony with outdoor furniture in keeping with the provisions of this Declaration and the Rules and Regulations promulgated thereunder.

Section 2.4 Alterations to Common Elements. No Owner shall do any act or permit any act to be done in, on or to any Residence Unit, Balcony, Parking Space, or Common Element which will impair the structural integrity, weaken the support or otherwise adversely affect the Buildings or any Common Element.

Decorative wall items such as lights, shelves and art work may be affixed to or installed on the walls of any Residence Unit which are Common Elements without prior approval of the Council provided such affixation or installation is done in a good and workmanlike manner. Except for such affixation or installation of decorative wall items, no Owner shall make any alterations to any of the Common Elements (including walls, windows and doors which are Common Elements) nor install, attach, paste or nail any article thereto without the prior approval of the Council.

Section 2.5 Additional Provisions. The Council, by provisions of its By-Laws or by Rules and Regulations enacted pursuant to the provisions hereof, may provide such additional rules and regulations for use of the Common Elements, including the Limited Common Elements, the Parking Spaces, and the Residence Units as are necessary or desirable in the judgment of the Council for the operation of the Condominium provided such Rules and Regulations and By-Laws are not in conflict with the provisions of this Declaration of Condominium. Such By-Laws, Rules and Regulations shall be applicable to the Common Elements and the Residential Units as though set forth herein at length.

ARTICLE III

COUNCIL

Section 3.1 Authority to Manage. The affairs of the Condominium and Condominium Regime shall be administered by The 3000 South Braeswood Council of Co-Owners, a Texas non-profit corporation. The Council shall have all rights, powers and duties of the "Council of Co-Owners", as that term is used in the Texas Condominium Act. The Council shall have the right, power and obligation to provide for the maintenance, repair, replacement, administration and operation of the Condominium and Condominium Regime as provided herein, in the By-Laws and in the Rules and Regulations. The business and affairs of the Council shall be managed by its Board of Directors. Without limiting the generality of the foregoing, subject to the provisions of Section 11.6 hereof, the Council shall be entitled to enter into such contracts and agreements concerning the Project as a whole, the Common Elements, or the Building, as the Board deems reasonably necessary or appropriate to maintain and operate the Project as a viable residential condominium regime, including, without limitation, the right to grant utility and other easements for the uses the Board shall deem appropriate.

Until the election of the first Board (as provided for hereinbelow) the Declarant shall exercise all of the powers, rights, duties and functions of the Board for the benefit of the Owners (unless Declarant elects to have the initial Board named in the Articles of Incorporation of the Council to exercise such powers, rights, duties and functions). The Declarant may engage any entity, whether or not affiliated with Declarant, as the Managing Agent under a contract complying with the provisions of Section 11.6 hereof. Such contract shall provide for payment to the Managing Agent of a management fee no higher than the fees usually paid to managers of similar residential buildings (whether rental or condominium) in Houston, Texas. After the election of the first Board, and until the expiration of any such management contract entered into by the Declarant on behalf of the Council, the Board may delegate any of its duties, powers or functions to a Managing Agent selected by the Board. The members of the Board shall not be liable for any omission or improper exercise by the

Managing Agent of any such duty, power or function so delegated. Such delegation shall be by written instrument executed by a majority of the members of the Board.

Section 3.2 Membership in the Council. Each Owner (and only an Owner) shall be a member of the Council so long as he shall be an Owner and such membership shall automatically terminate when he ceases to be an Owner. Upon the transfer of ownership of a Residence Unit, however achieved, including without limitation by foreclosure of a lien upon a Residence Unit (or deed in lieu of foreclosure), the new Owner succeeding to such ownership shall likewise succeed to membership in the Council. The Council may issue certificates evidencing membership therein.

Section 3.3 Voting of Members. Except as provided below for voting by the Declarant, there shall be one vote in the affairs and management of the Council for each Residence Unit, weighted in proportion to the Percentage Ownership Interest of such Residence Unit in the Common Elements as set forth in Exhibit "C" attached hereto. In the event that ownership interests in a Residence Unit are owned by more than one member of the Council, the members who own fractional interests in such Residence Unit aggregating more than fifty percent (50%) of the whole ownership thereof shall appoint one member who shall be entitled to vote the vote of that Residence Unit at any meeting of the Council. Such designation shall be made in writing to the Board; the Board shall be entitled to rely upon such designation until a written notice revoking such appointment is received by the Board. In the event that a Residence Unit is owned by more than one member and no single member is designated as aforesaid to vote on behalf of the members having an ownership interest in such Residence Unit, then none of such members shall be allowed to vote. All members of the Council may be present at any meeting of the Council and may act at such meetings either in person or by proxy.

The Declarant shall be entitled to three votes in the affairs and administration of the Council for each Residence Unit owned by it until the earlier to occur of the following: (i) such time as the number of Residence Units owned by Owners other than the Declarant is equal to or exceeds the number of votes to which the Declarant is entitled under this Section, (ii) a date 120 days after completion of transfers of title to purchasers of Residence Units representing 95% of the votes of all Owners of all Residence Units (exclusive of Owners of Residence Units within any future expansion of the Project); or (iii) July 1, 1981, whereupon the Declarant shall be entitled to one vote for each Residence Unit owned by it.

Section 3.4 Meetings of the Members and Election of First Board.

(a) The first meeting of the Members of the Council shall be held when called by the Declarant upon ten (10) days written notice to the members. Such written notice may be given at any time but must be given not later than the earlier to occur of: (i) ninety (90) days after at least ninety-five percent (95%) of all of the Residence Units have been sold by the Declarant, a deed therefor recorded and the purchase price paid, or (ii) July 1, 1981. At such meeting, the first Board shall be elected. The date of the first meeting of the Council is hereinafter called the "Election Date".

(b) Thereafter, an annual meeting of the members of the Council shall be held in the Building or at such other place as may be designated by the Board at eight o'clock p.m. on the first Wednesday in September of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). At the discretion of the Board, the annual meeting of the members of the Council may be held at such other reasonable time (not more than sixty (60) days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board delivered to the members not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting.

(c) At the annual meeting, the Board shall present a certified audit of the Common Expense Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner and the estimated Common Expense Charges for the coming calendar year. Within thirty (30) days after the annual meeting, the statements and estimates presented at the annual meeting by the Board shall be delivered to all Owners.

(d) Special meetings of the members may be called by the President or any Vice President at any time or may be called upon petition to the President by members having ten percent (10%) of the votes in the Council or by a majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meeting and the purpose or purposes for which the meeting is called should be delivered to each member not less than three (3) nor more than twenty-one (21) days before the date of such meeting.

(e) For the purpose of determining the members entitled to notice of a meeting and to vote at any meeting, the membership of the Council shall be determined at the close of business on the twenty-fifth (25th) day preceding such meeting.

Section 3.5 Board of Directors. The Board of Directors shall consist of five (5) persons who are members of the Council, spouses of members, or in the event that a Residence Unit is owned by a corporation or other business entity, an officer or director of such entity or other designated representative who resides in the Residence Unit owned by such entity. The Directors shall be elected by the members at the first meeting of the members and at each annual meeting thereafter. At the initial meeting of the members of the Council, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. Thereafter, at the annual meeting of the members, the members shall elect either three (3) or two (2) Directors, as the case may be, each to serve for a term of two (2) years, in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively

for the election of Directors. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of Directors present at the meeting at which there is a quorum shall be the act of the Board of Directors. The annual meeting of the Board of Directors shall be held each year immediately following the annual meeting of the members, at the place of such annual meeting of members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall determine. Special meetings of the Board of Directors shall be held at any time upon the call of the President or upon call by two (2) Directors. Notice of such special meeting shall be in writing.

The members of the Board (other than members of the initial Board) shall serve for a term of two (2) years commencing at the time of their election until their death, resignation, removal or until they are no longer members of the Council, whichever is earlier. Any member of the Board may be removed from membership on the Board, with or without cause, by the affirmative vote of two-thirds (2/3rds) of the votes represented at a meeting of the members of the Council called to consider such action.

Section 3.6 Actions without Meetings. Any action required by this Declaration or by law to be taken at a meeting of the members or at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof or signed by all the members of the Board of Directors, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Section 3.7 Officers. The Officers of the Council shall be elected by the Board of Directors and shall consist of a President, a Vice President, a Secretary and a Treasurer and such other Vice Presidents, Assistant Secretaries and Assistant Treasurers as may be convenient or necessary in the judgment of the Board for the administration and operation of the Condominium. The Officers shall be elected from among the members of the Board of Directors.

Section 3.8 Administration of the Condominium. The Council, acting through its Board of Directors, its officers or other duly authorized management representatives (including, without limitation, a Managing Agent), shall manage the business and affairs of the Condominium and shall, without limitation, have the powers of collection and enforcement set forth herein; for the benefit of all of the Owners in the Condominium shall provide, perform, cause to be performed, maintained, acquired, contracted and paid for out of the Common Expense Fund the following:

- (a) Utility services used in or for the Common Elements, water and sewer services used by or consumed by the Residence Units and, if not separately metered or charged, other utility services for the Residence Units. Electricity, telephone and other utility services separately metered or charged shall be paid for by the Owner of the Residence Unit served by such utility services.

(b) The insurance required by Section 5.1 hereof and such other policies of casualty, liability and/or other insurance covering persons, property and risks as are in the best interest of the Condominium.

(c) The services of a Managing Agent and such other persons as the Board shall, from time to time, determine are necessary or proper to the daily management, operation and maintenance of the Condominium.

(d) All supplies, tools and equipment reasonably required for use in the management, operation, maintenance, cleaning and enjoyment of the Condominium.

(e) The cleaning, maintenance, repairing, reconstruction and replacement of the Common Elements as the Board shall determine is necessary, including the roofs and exterior sidings of the Residence Units and carports.

(f) The services of gardeners, parking attendants, security guards, exterminators for Common Areas, and such other persons to the extent necessary for the operation of the Condominium in the manner desired by the members of the Council.

(g) The removal of all trash, garbage and rubbish from the central garbage receptacle; including the employment of the services of a garbage collection company or agency, public or private.

(h) Costs of bookkeeping of the accounts of the Council and the annual audit provided for herein; legal and accounting services and fees of the Council; premiums of fidelity bonds; taxes or assessments of whatever type assessed or imposed against any of the Common Elements.

(i) Maintenance and repairs to the fences enclosing the Patios.

The Board shall not, without the prior authorization of the members of the Council at a meeting of the members contract for or pay for out of the Common Expense Fund for any one item of capital addition or improvement (other than replacement of existing Common Elements) at a cost in excess of Three Thousand Dollars (\$3,000.00).

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or a convenience of any Owner or Owners or any occupant or occupants of any Residence Unit other than services customarily rendered to all Owners and Occupants of Residence Units. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Condominium, payment for which is to be made from the Common Expense Fund.

Section 3.9 Accounting and Audit. The Board of Directors shall keep or cause to be kept books of detailed

account of the receipts and expenditures affecting the Condominium and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Condominium or the Council. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Council by all Owners at convenient hours on working days and the Board of Directors shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied, and shall be audited at least once a year by an outside auditor pursuant to the terms and provisions of the By-Laws of the Council. The fiscal year of the Council shall be the calendar year unless another period is established by an amendment of the By-Laws.

Section 3.10 Right of Entry. The Council, or its duly authorized representative (including any then-acting Managing Agent), shall have the right and authority to enter any Residence Unit for the purposes of:

- (a) Making emergency or other necessary repairs therein which the Owner has failed to perform.
- (b) Performing necessary maintenance or repairs to the Common Elements, for which the Council is responsible.
- (c) Abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Residence Unit.
- (d) Protecting the property rights and welfare of other Owners.
- (e) Enforcing the provisions of this Declaration of Condominium, the By-Laws or the Rules and Regulations promulgated thereunder.

Except in the event of an emergency, such right of entry shall be exercised only in the presence of the Owner or other occupant of the Residence Unit which is entered. In all events, such right of entry shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use or enjoyment of the Residence Unit by the Owner or occupant thereof and shall, whenever possible, be preceded by reasonable notice to the Owner or occupant thereof. In the event that any damage is caused to the property of any Owner in connection with the exercise of any such right of entry, such damage shall be repaired at the expense of the Council and the Board is authorized to expend Common Expense Funds therefor.

Section 3.11 Notices. Any notice permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail or by placing such notice in the mail distribution facilities of each Owner if such facilities are present on the Project. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposit in the U. S. Mail postage prepaid, addressed to an Owner at his Residence Unit or to such other address as the Owner may have given in writing to the Secretary of the Council for the

purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Secretary.

ARTICLE IV

COMMON EXPENSE FUND; ASSESSMENTS; COLLECTION

Section 4.1 Common Expense Charges. Except as provided in Section 4.2, all Owners are bound to contribute, in proportion to their Percentage Ownership Interests, to the Common Expense Fund as a Common Expense Charge, the expenses of administration of the Condominium Regime and the administration, maintenance, repairs and replacement of the Common Elements, and other expenses provided by the terms hereof to be paid by the Council or those expenses agreed upon to be assumed by the Council pursuant to this Declaration, its By-Laws and Rules and Regulations. The Common Expense Charge shall be assessed in accordance with the provisions hereinafter stated. No Owner shall be exempt from the obligation to make such contribution to the Common Expense Fund by waiver of the use or enjoyment of the Common Elements, or because of any restriction of such uses in accordance herewith, or with the Rules and Regulations, or by abandonment of the Residence Unit belonging to him, or under any other circumstances. For purposes of this paragraph, all owners of record shall be obligated to contribute [without regard to whether a particular owner's Residence Unit has been certified as having been completed by the architect for the Project, as contemplated by Section 1.1(r) hereof] their proportionate share of the portion of the Common Expense Charge which constitutes the Replacement Reserve Fund.

Section 4.2 Payments by Declarant. In the event the Actual Operating Expenses (as hereinafter defined) incurred for any fiscal year (or part thereof) of the Council exceeds the aggregate of the Common Expense Charges (less any portion that is deposited in the Replacement Reserve Fund) payable during such period by all Owners of Residence Units, then, until the Election Date (as hereinbefore defined), Declarant shall be obligated to pay to the Council such amount (hereinafter called the "Deficit") in lieu of any obligation Declarant would have for Common Expense Charges under Section 4.1 hereof or Special Assessments, but in no event shall Declarant be required under this Section to contribute an amount in excess of its share of Common Expense Charges under Section 4.1 hereof and Special Assessments (based upon Declarant's Percentage Ownership Interest), but computed without regard to whether or not a Residence Unit has been certified as having been completed by the architect for the Project. For the purposes of this provision, the term "Actual Operating Expenses" shall mean those expenses reasonably necessary for the normal maintenance and operation of the Condominium and shall not include (i) capital expenditures (determined in accordance with generally accepted accounting principles), or any amount paid into the Replacement Reserve Fund, or (ii) prepaid items, inventory items or similar expenses to the extent attributable to periods after such fiscal year or part thereof.

Section 4.3 Budgets, Establishment of Common Expense Charges and Special Assessments. Until the commencement of the first full fiscal year after the first meeting of the members of the Council is held, the Declarant shall have the right and obligation to establish the annual budgets for each fiscal year projecting all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of

the Condominium and Condominium Regime. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and shall establish a reserve fund (the "Replacement Reserve Fund") for maintenance, repairs and replacements to Common Elements, including those that must be replaced on a periodic basis. Such initial budget, and those adopted thereafter, may also provide for ad valorem tax expenses of the Project, if the taxing authorities having jurisdiction thereof have not then separately assessed and valued individual Residence Units. The fiscal year of the Condominium shall be the calendar year, unless the Board otherwise provides.

Commencing with the first full fiscal year after the first meeting of the members of the Council is held, the Board shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and for a reasonable addition to the Replacement Reserve Fund. Such initial budget, and those adopted thereafter, may also provide for ad valorem tax expenses of the Project if the taxing authorities having jurisdiction thereof have not then separately assessed and valued individual Residence Units. The Common Expense Charge for such year shall be established by the adoption of such annual budget by the Board. Copies of each such budget shall be delivered to each Owner by such reasonable means as the Board may provide. In the event that the Board at any time determines that the Common Expense Charges so levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium for such fiscal year or in the event of casualty losses, condemnation losses or other events (including non-payment of Common Expense Charges by some Owners) which require additional funds be supplied for preservation and operation of the Condominium, the Board shall have the authority at any time or from time to time to levy such Special Assessment as it shall deem necessary for that purpose. Such Special Assessment shall not be levied, however, without the prior approval of Owners having at least a majority of the votes in the Council, unless a greater number of votes is required by law.

The failure or delay of the Board to prepare any annual budget or to deliver copies of such budgets to each Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay Common Expense Charges whenever the same shall be determined, and in the event of any delay or failure to establish any annual budget each Owner shall continue to pay the Common Expense Charge, monthly, at the rate established for the previous period until a new annual budget is established.

Section 4.4 Payment of Common Expense Charges and Special Assessments. After each such budget is adopted, the Declarant (or the Council, as the case may be) shall determine the Common Expense Charge required for the operation of the Project and the maintenance of the Common Elements and for the allowance for contingencies and Replacement Reserve Fund for the fiscal year in question, the portion thereof allocable to each Owner, and the commencement date for the Common Expense Charge. The Common Expense Charge shall be allocated among those Owners obligated by this Declaration to pay same, according to the respective Percentage Ownership Interests of such Owners. Common Expense Charges shall be due and payable monthly in advance, on the first day of each calendar month during the year for which the Common Expense Charge has been assessed (however, the first

monthly Common Expense Charge (prorated from and including the day of closing) shall be due and payable on or before ten [10] days after such day of closing). Special Assessments shall be payable on or before ten (10) days after Owners are invoiced therefor. Payment of Common Expense Charges and Special Assessments shall be in default if such Common Expense Charges and Special Assessments, or any part thereof, are not paid to the Council on or before the due date for such payment. Common Expense Charges and Special Assessments in default shall bear interest at a rate of ten percent (10%) per annum from the date of delinquency until paid. In addition to the aforesaid remedy, in the event any such charge is not paid by the 15th day of such month, then, at the Board's election, the Common Expense Charge due from the delinquent Owner for the balance of the year shall be accelerated, shall become at once due and payable, and from the 15th of such month shall bear interest at the rate of ten percent (10%) per annum. The Board shall also have the right, in its discretion, by appropriate resolution of the Board, to establish late fees or delinquency charges to be imposed in addition to the interest to which such delinquent Common Expense Charges and Special Assessments are subject. Each Owner (whether one or more persons) shall be personally liable for the payment of all Common Expense Charges and Special Assessments, interest and late fees (or delinquency charges) which may be levied against such Owner and his Residence Unit pursuant to the provisions hereof.

Section 4.5 Enforcement. In order to secure the payment of the Common Expense Charges and Special Assessments levied hereunder (including interest, late fees and delinquency charges), a vendor's lien and superior title shall be and is hereby reserved in and to each Residence Unit (the Common Expense Charge and Special Assessments allocable to each Residence Unit being a portion of the purchase price therefor) and assigned to the Council, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Council or any Owner on behalf of the Council or by public sale without judicial proceedings. Each Owner, by accepting conveyance of a Residence Unit, irrevocably grants to the Council a power of sale so that the lien for any unpaid sums required to be paid by this Declaration may be foreclosed at public sale without judicial proceedings in the manner prescribed by Article 3810 of Vernon's Revised Texas Civil Statutes, as same may from time to time be amended. The Council may be the bidder at any such foreclosure sale and may have the amount owing the Council credited against the bid price for the Residence Unit in question being sold. Said lien shall be deemed subordinate to the first lien or liens of any bank, insurance company, savings and loan association, university, pension or profit-sharing trust of plan, or other lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvements of any Residence Unit, provided such lien is recorded prior to the date any such Common Expense Charge or Special Assessment becomes due. By way of explanation, if a holder of a first mortgage lien comes into possession of a Residence Unit by virtue of a foreclosure of a mortgage recorded prior to the date of any such Common Expense Charge or Special Assessment becoming due, or by deed or assignment in lieu of foreclosure, or if a person purchases at a foreclosure sale of any such mortgage, such new owner shall not be liable for such Residence Unit's allocable Common Expense Charge or Special Assessment accruing but unpaid after the date of recordation of such first lien mortgage and prior to the acquisition of title to such Residence Unit by such first lien mortgagee. The collection of such Common Expense Charges and/or Special Assessments may, in addition to any other applicable method at law or in equity, be

enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent assessment, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of such defaulting Owner. Except in the circumstances in which a good faith dispute exists as to the amount of the Common Expense Charges or any Special Assessments for which an Owner is liable, an Owner in default in the payment of the Common Expense Charge or any Special Assessment shall not be entitled to vote at any meeting of the Council so long as such default exists. In addition to the lien hereby retained, in the event of non-payment by any Owner of such Owner's portion of the Common Expense Charge (and/or Special Assessment), the Council, acting by and through the Board, may, upon ten (10) days prior written notice thereof to such non-paying Owner, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

(a) The Council may restrict the rights of such non-paying Owner to use the Common Elements in such manner as the Council deems fit or appropriate;

(b) The Council may cut off any utilities furnished through use of any part of the Common Elements to the Residence Unit owned by such non-paying Owner;

(c) The Council may change or place additional locks on such Owner's Residence Unit;

(d) The Council may upon ten (10) days written notice purchase from such non-paying Owner (and for this purpose each Owner hereby grants to the Council an option to so purchase) such non-paying Owner's Residence Unit at a purchase price equal to the price at such Owner originally purchased the Residence Unit less the amount of the unpaid portion of the Common Expense Charge giving rise to such option (said option being expressly subordinate to any first mortgage on such non-paying Owner's Residence Unit); and

(e) The Council may pursue any other remedy provided by law in addition to or in lieu of any or all of the above.

Section 4.6 Common Expense Fund. The Common Expense Charges collected shall be paid into the Common Expense Fund to be held and used for the benefit, directly or indirectly, of the Condominium; and such Common Expense Fund may be expended by the Board for the purposes set forth herein, including, without limitation, providing for the enforcement of the provisions of this instrument, the By-Laws of the Council and Rules and Regulations promulgated thereunder; for the maintenance, operation, repair, benefit and welfare of the Common Elements, and generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Condominium. The use of the Common Expense Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

ARTICLE V

INSURANCE

Section 5.1 General Provisions. The Board of Directors of the Council shall have authority to and shall obtain insurance for the Condominium as follows:

(a) Except as provided in Section 5.2 hereof, insurance on the Building, including the Residence Units and the Common Elements, against loss or damage by fire and loss or damage by all risks now or hereafter embraced by Texas Multi-Peril Form TxMP 130 and any similar extended coverage policy or endorsement thereto designed for insuring condominium regimes in the State of Texas (with vandalism and malicious mischief endorsements), in amounts sufficient to prevent the Council or the Owners from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than the full insurable replacement cost thereof. The "full insurable replacement cost" of the Building, including the Residence Units and the Common Elements, shall be determined from time to time but not less often than once in a twelve-month period by the Board and the Board shall have the authority to obtain and pay for an appraisal by a person or organization selected by the Board in making such determination. The cost of any and all such appraisals shall be borne by the Common Expense Fund.

(b) Insurance on the Building against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Building, without co-insurance clause, so long as available, in such amount as the Board may deem desirable.

(c) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Elements or upon, in or about the private driveways, roadways, walkways and passageways, on or adjoining the Condominium, which public liability and property damage insurance shall afford protection to such limits as the Board shall deem desirable. Such liability and property damage insurance policy shall contain a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not prejudice his, her or their action or actions against another named insured.

(d) Such workman's compensation insurance as may be necessary to comply with applicable laws.

(e) Employer's liability insurance in such amount as the Board may deem desirable.

(f) Fidelity bonds indemnifying the Council, the Board and the Owners from loss of funds

resulting from fraudulent or dishonest acts of any employee of the Council or of any other person handling the funds of the Council in such an amount as the Board may deem desirable.

(g) Such other insurance in such reasonable amounts as the Board shall deem desirable.

The premiums for all insurance acquired on behalf of the Council or the Owners pursuant to the provisions hereof shall be borne by the Common Expense Fund.

All insurance provided for in this Section shall be effected under valid and enforceable policies issued by issuers of recognized responsibility authorized to do business in the State of Texas. Policies of insurance of the character described in Subsections (a), (b) and (c) of this Section 5.1 shall name as insureds the Council and each Owner in the Percentage Ownership Interest established in Exhibit "C" to this Declaration; shall contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Residence Unit, if any, as their respective interest may appear; shall be without contribution with regard to any other such policies of insurance carried individually by any Owner, whether such other insurance covers the Residence Unit owned by such Owner and/or the additions and improvements made by such Owner to his respective Unit; shall provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days prior written notice to the Council and at least ten (10) days prior written notice to the Mortgagee of each Residence Unit. If possible, all policies of insurance of the character described in Subsection (a) of this Section 5.1 shall contain an endorsement extending coverage to include the payment of Common Expense Charges with respect to Residence Units damaged during the period of reconstruction thereof.

Section 5.2 Individual Insurance. Each Owner shall be responsible for insurance on the contents of his Residence Unit and the furnishings, interior walls, improvements, alterations, additions, fixtures, appliances and all parts of the Residence Unit not Common Elements, and personal property therein. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Council for the benefit of all the Owners as above provided. Owners may carry individual policies of liability insurance insuring against the liability of such Owners, at their own cost and expense.

ARTICLE VI

FIRE OR CASUALTY; REBUILDING

Section 6.1 Determination of Loss. In the event of a fire or other casualty causing damage or destruction to the Building, the Board shall, within thirty (30) days thereafter, determine whether such loss comprises the whole or more than two-thirds (2/3rds) of the Building. Unless otherwise provided by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds (2/3rds) of the cost of reconstructing the Building as it existed prior to such fire or other casualty. In the event of fire or other casualty damage which does not comprise more than

two-thirds (2/3rds) of the Building, unless otherwise unanimously agreed to by the Owners, the Building shall be repaired and reconstructed substantially in accordance with the original plans and specifications for the Building, in accordance with the provisions hereof.

In the event that fire or other casualty damage comprises the whole or more than two-thirds (2/3rds) of the Building, unless otherwise unanimously agreed by the Owners, all proceeds of insurance policies carried by the Council and all accrued and collected Common Expense Charges (after deducting any delinquent unpaid Common Expense Charges and Special Assessments for which such Owner may be liable) shall be delivered to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interests of each Owner and the Condominium Regime established by this Declaration of Condominium shall terminate. Upon such termination, the Residence Unit and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements. In such case, unless otherwise unanimously agreed upon by all Owners, the Board, as soon as reasonably possible and as agent for all Owners, shall sell the Condominium, in its then condition, free from the effect of this Declaration, on terms satisfactory to the Board and the net proceeds of such sale shall thereupon be distributed to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interest previously owned by each Owner in the Common Elements. If the Board fails to consummate a sale pursuant to the preceding sentence within twenty-four (24) months after the destruction or damage occurs, then the Board shall (or if the Board does not, any Owner or Mortgagee may) record a sworn statement setting forth such facts and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Section 11.2 below has terminated and that judicial partition of the property may be obtained pursuant to the laws of the State of Texas.

Section 6.2 Rebuilding. In the event that it is determined that the Building shall be repaired and reconstructed, then all proceeds of insurance policies with respect to such fire or casualty, carried by the Council, shall be paid to a bank (selected by the Board), as trustee, insured by the Federal Deposit Insurance Company (or its successors) and located in Harris County, Texas, to be held in trust for the benefit of the Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract on behalf of all Owners to repair or rebuild the damaged portions of all Residence Units, the Building and Common Elements in accordance with the original plans and specifications therefor and the funds held in the trust by such depository bank shall be used for this purpose and disbursed by the Board in accordance with the terms of the contract of repair and rebuilding.

In the event that such insurance proceeds are insufficient to provide for such repair, restoration or rebuilding, the building costs in excess of the insurance proceeds shall be assessed against the Owners affected by the damage or destruction, in proportion to the Percentage Ownership Interest of each such Owner, as set forth in this Declaration. Such Special Assessments shall not require the consent of the members of the Council notwithstanding the provisions of Section 4.3 hereof. If any Owner shall fail to pay such Special Assessments when due, the

Board may make up the deficiency by payment from the Common Expense Fund, which payment shall in no way release the Owner who has failed to make payment of such Special Assessment from liability therefor. Such assessments shall be enforceable as provided for other Special Assessments herein. The provisions of this Section may be changed only by unanimous resolution of the Owners and all Mortgagees, adopted subsequent to the date on which such fire or casualty loss occurs.

Section 6.3 Repair of Residence Units. Each Owner shall be responsible for the reconstruction, repair and replacement of all personal property and other property not a Common Element in or part of his Residence Unit, including, but not limited to, the floor coverings, wall coverings, interior walls, furniture, furnishings, decorative light fixtures and appliances located therein.

Section 6.4 Indemnity of Council. Each Owner shall be responsible for the costs not otherwise covered by insurance carried by the Council caused by his negligence or misuse or by the negligence or misuse of his immediate family, and his agents or employees in the course of their duties, and shall, to the extent not covered by insurance collected by the Council, indemnify the Council and all Owners against any such costs of reconstruction, repair and replacement of any portion of the Building.

ARTICLE VII

EMINENT DOMAIN

Section 7.1 General Provisions. If all or any part of the Condominium is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and to all Mortgagees known to the Board to have an interest in any Residence Unit. The expense of participation in such proceedings by the Board shall be borne by the Common Expense Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board, in its discretion, deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as trustee, and such damages or awards shall be applied or pass as provided herein.

Section 7.2 Taking of Common Elements. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Residence Unit) the Board, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner (and his Mortgagee, as their respective interests may appear) in proportion to his Percentage Ownership Interest in the Common Elements. The Board may, if it deems advisable, call a

meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the plat attached hereto as Exhibit "B" shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners.

Section 7.3 Taking of Residence Units. In the event that such eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds of the total number of Residence Units, then the damages and awards for such taking shall be determined for each Residence Unit and the following shall apply:

(a) The Board shall determine which of the Residence Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium and the reduced size of each Residence Unit so damaged.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining Residence Units of the Condominium, including those damaged units which may be made tenantable, as a condominium in the manner provided in this Declaration.

(c) In the event that the Board determines that it is not reasonably practicable to operate the undamaged Residence Units and the damaged Residence Units which can be made tenantable as a condominium, then the Condominium shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interests by all Owners, as tenants-in-common, in the Percentage Ownership Interests previously owned by each Owner in the Common Elements. In such case, unless otherwise unanimously agreed upon by all Owners, the Board, as soon as reasonably possible and as agent for all Owners, shall sell the Condominium, in its then condition, free from the effect of this Declaration, on terms satisfactory to the Board and the net proceeds of such sale shall thereupon be distributed to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interest previously owned by each Owner in the Common Elements. If the Board fails to consummate a sale pursuant to the preceding sentence within twenty-four (24) months after the taking occurs, then the Board shall (or if the Board does not, any Owner or Mortgagee may) record a sworn statement setting forth such facts and reciting that, under the provisions of this Declaration, the prohibition against judicial partition provided for in Section 11.2 below has terminated and that judicial partition of the property may be obtained pursuant to the laws of the State of Texas.

(d) In the event that the Board determines that it will be reasonably practical to operate the undamaged Residence Units and the damaged Residence Units which can be made tenantable as a condominium, then the damages and awards made with respect to each Residence Unit which has been determined to be capable of being made tenantable shall be applied to repair and reconstruct such Residence Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Residence Units which are being repaired or reconstructed so as to be made tenantable. With respect to those Residence Units which may not be made tenantable, the award made with respect to such Residence Unit shall be paid to the Owner of such Residence Unit or his Mortgagee or Mortgagees, as their interests may appear, and the remaining portion of such Residence Units, if any, shall become a part of the Common Elements and repair and use of such Residence Units shall be determined by the Board. Upon the payment of such award for the account of such Owner as provided herein, such Residence Unit shall no longer be a part of the Condominium and the Percentage Ownership Interests in the Common Elements appurtenant to each remaining Residence Unit which shall continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners.

If the entire Condominium is taken, or two-thirds or more of the Residence Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of the Residence Units (and their respective mortgagees, as their interests may appear), as provided herein, in proportion to their Percentage Ownership Interests in the Common Elements and this Condominium Regime shall terminate upon such payment. Upon such termination, the Residence Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements. In such case, unless otherwise unanimously agreed upon by all Owners, the Board, as soon as reasonably possible and as agent for all Owners, shall sell the Condominium, in its then condition, free from the effect of this Declaration, on terms satisfactory to the Board and the net proceeds of such sale shall thereupon be distributed to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interest previously owned by each Owner in the Common Elements. If the Board fails to consummate a sale pursuant to the preceding sentence within twenty-four (24) months after the taking occurs, then the Board shall (or if the Board does not, any Owner or Mortgagee may) record a sworn statement setting forth such facts and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Section 11.2 below has terminated and that judicial partition of the property may be obtained pursuant to the laws of the State of Texas.

Section 7.4 Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities owing with respect to that Residence Unit; secondly, to amounts due under any Mortgage; thirdly, to the payment of any Common Expense Charges or Special Assessments charged to or made against the Residence Unit and unpaid; and finally to the Owner of such Residence Unit.

ARTICLE VIII

OBSOLESCENCE

Section 8.1 Determination of Non-Obsolescence and Decision to Renovate. Owners representing an aggregate Percentage Ownership Interest of more than ten percent (10%) of the Condominium may agree that the Common Elements are not obsolete and that the same can, and should be renewed or reconstructed. In such instance, the expenses thereof shall be borne by the Common Expense Fund and a Special Assessment may be assessed therefor.

Section 8.2 Determination of Obsolescence and Decision to Sell. Owners representing an aggregate Percentage Ownership Interest of ninety percent (90%) or more of the Condominium may agree that the Common Elements are obsolete and that the entire Condominium should be sold. In such instance, the Board shall forthwith file for record with the County Clerk of Harris County, Texas, a notice setting forth such fact or facts, and upon the filing of such notice, the entire Condominium shall be sold by the Board, as attorney-in-fact, for all Owners, free and clear of the provisions contained in this Declaration and upon such sale the Condominium Regime shall be terminated. The net sales proceeds shall be apportioned between the Owners on the basis of each Owner's Percentage Ownership Interest in the Common Elements, such apportioned proceeds shall be paid into separate accounts, each such account representing one Residence Unit. Each such account shall be in the name of the Council, and shall be further identified by the number of the Residence Unit and the name of the Owner. From each separate account, the Board, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another and such proceeds shall be disbursed first to the payment of any taxes or assessments by governmental authorities owing with respect to that Residence Unit; secondly, to amounts due under any first Mortgage; thirdly, to the payment of any Common Expense Charges or Special Assessments charged to or made against the Residence Unit and unpaid; fourth, to any other Mortgagee, and finally, to the Owner of such Residence Unit.

ARTICLE IX

RESTRICTIONS ON LEASING; TRANSFER OF UNITS

Section 9.1. With the exception of a Mortgagee in possession of a Residence Unit following a default in a first mortgage, a foreclosure proceeding of such first mortgage (or any deed or other arrangement in lieu of foreclosure), no Owner shall be permitted to rent or lease (herein collectively called "lease") his Residence Unit for transient or hotel purposes. No Owner may

lease less than his entire Residence Unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, By-Laws and the Rules and Regulations, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Residence Unit.

Section 9.2. Application of Proceeds of Sale. Upon the sale or conveyance of a Residence Unit by an Owner other than the Declarant, the proceeds of such sale or conveyance shall be applied as follows:

- (a) First, to assessments, liens and charges in favor of the State and any political subdivision thereof for taxes past due and unpaid on the Residence Unit;
- (b) Secondly, to the duly recorded first Mortgagee of any such Residence Unit;
- (c) Thirdly, to the payment of all unpaid Common Expense Charges and Special Assessments against the Residence Unit and the Owner thereof;
- (d) Fourthly, to the second or other Mortgagee of any such Residence Unit; and
- (e) Fifthly, to the Owner of such Residence Unit.

If such unpaid Common Expense Charges or Special Assessments are not paid or collected at the time of sale or conveyance of a Residence Unit, the grantee at such sale or conveyance shall be jointly and severally liable with the selling Owner for all unpaid Common Expense Charges and Special Assessments against the Residence Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Owner the amounts paid by the grantee therefor.

In the event of a foreclosure of a first and prior lien on any Residence Unit (or any conveyance in lieu thereof), the purchaser at such foreclosure sale (or grantee in the event of a conveyance in lieu of a foreclosure) and any successor-in-title to such Residence Unit (except the Owner upon whom such lien was foreclosed) shall not be liable for the Common Expense Charges or Special Assessments chargeable to such Residence Unit which became due prior to such foreclosure or any conveyance in lieu thereof.

ARTICLE X

AMENDMENT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS

Section 10.1 Amendment of Declaration. Except as otherwise provided by law, the provisions of this Declaration, except for the designation of the Percentage Ownership Interest which pertains to each Residence Unit, may be amended only by an instrument in writing signed and acknowledged by members having not less than two-thirds (2/3) of the votes in the Council

entitled to vote on such amendment. Except in the event of redistribution of Percentage Ownership Interests in connection with the occurrence of a fire, casualty or eminent domain taking, in order to amend the allocation of the Percentage Ownership Interests in the Common Elements appertaining to any Residence Unit, it shall be necessary not only that the members having not less than two-thirds (2/3) of the votes in the Council entitled to vote on such amendment execute an instrument in writing, but, in addition, the Owners of those Residence Units whose Percentage Ownership Interests are changed by such amendment must join in such amendment.

Section 10.2 Amendment of By-Laws. The By-Laws of the Council, adopted pursuant to the provisions of this Declaration, may be amended from time to time by the affirmative vote of the members having two-thirds (2/3) of the number of votes entitled to act on such matters at a meeting of the Council as provided herein.

Section 10.3 Amendments of Rules and Regulations. The Rules and Regulations originally promulgated by the Declarant may be amended from time to time by the Board, as set forth in the By-Laws. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of a Residence Unit, agrees to comply with and abide by the Rules and Regulations as the same may be amended from time to time.

Section 10.4. Mortgagee Consent. Notwithstanding the provisions of Sections 10.1, 10.2 and 10.3 and any other provision herein to the contrary, the prior written approval of each institutional holder of a first mortgage lien on Residence Units in the Project (but not less than two-thirds of all first mortgagees, based upon one vote for each first mortgage owned) shall be required for the following:

(a) The abandonment or termination of the Project (either by way of act or omission), except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) Any material amendment to this Declaration or to the By-Laws of the Council, including, but not limited to, any amendment which would change the Percentage Ownership Interests (whether for levying Common Expense Charges or Special Assessments, allocating distribution of insurance proceeds, or condemnation awards, determining prorata share of ownership of the Common Elements, or otherwise) of the Residence Unit Owners in the Project;

(c) The effectuation of any decision by the Council to terminate professional management and assume self-management of the Project;

(d) Partition or subdivide any Residence Unit;

(e) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium Project shall not be deemed a transfer within the meaning of this clause);

(f) Use hazard insurance proceeds for losses to any Condominium property (whether to Residence Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property, except as provided herein or by statute in case of substantial loss to the Residence Units and/or Common Elements of the Project.

Notwithstanding the above, the prior written approval stated above shall not be required (i) under the circumstances specified in Section 11.11 hereof (relating to correction of errors); (ii) under the circumstances specified in Section 11.3 hereof (relating to alteration of boundaries) (except prior written approval shall be required as therein specified as to holders of first mortgages on the particular Residence Units affected by the alteration of boundaries); and (iii) for the annexation and proposed change in Percentage Ownership Interests referred to in Article XII hereof.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Estoppel Certificate. Any Mortgagee and any prospective purchaser of a Residence Unit shall be entitled upon written request therefor to a statement from the Board setting forth the amount of any unpaid Common Expense Charges or Special Assessments not paid by the Owner of a Residence Unit in which such prospective purchaser or Mortgagee has an interest. Any prospective purchaser shall not be liable for nor shall the Residence Unit conveyed be subject to the lien provided for in this Declaration of Condominium for any unpaid Common Expense Charges or Special Assessments made by the Board against the particular Residence Unit involved in excess of the amount set forth in such statement. Any such purchaser shall, however, be liable for any Special Assessments or Common Expense Charges becoming due after the date of any such statement.

Section 11.2 No Partition. The Common Elements shall remain undivided and shall not be subject to an action for partition or division of the co-ownership thereof so long as the Project is maintained as a Condominium Regime in accordance with the terms and provisions hereof, and, in any event, all Mortgages must be paid in full prior to bringing any action for partition or the consent of all holders of such Mortgages must be obtained; provided, however, that if any Residence Unit shall be owned by two (2) or more Owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition of such Residence Unit as between such co-tenants.

Section 11.3 Alteration of Boundaries of Residence Units. If one person, firm or entity (including Declarant) is the Owner of all or part of two (2) Residence Units which are adjoining, whether adjoining vertically (above and below each other) or horizontally (on the same floor of the Building) or if two (2) Owners of adjoining Residence Units so agree, then such Owner or Owners shall have the right to remove all or any part of any intervening partition or floor or to create doorways or other openings in such partition or floor, notwithstanding the fact that such partition or floor may in whole or in part be a Common Element, so long as no portion of any load bearing wall or load bearing column or structural slab is weakened or removed and no portion of any Common Element other than that partition or floor

is damaged, destroyed or endangered, provided the holder of all Mortgages of the particular Residence Units affected have consented; and provided further that no such agreement (between any two [2] such Owners) shall reallocate the Percentage Ownership Interests of such Owners without the consent of all holders of first lien mortgages on the Particular Residence Units affected. In any of such events, the Owner or Owners involved may relocate the boundaries between adjoining Residence Units by causing an appropriate instrument of amendment to this Condominium Declaration to be prepared and executed by such Owners, which instrument, in order to be binding, shall be joined in by the President of the Council (and by the holder of all Mortgages of the Residence Units affected by such relocation of boundaries) and filed for record in the County Clerk's Office of Harris County, Texas. The instrument of amendment (i) shall show the boundaries between those Residence Units which are being relocated, (ii) shall recite the occurrence of any conveyancing between the Owners of such adjacent Residence Units, and (iii) shall (if, and only if, approved by all holders of first lien mortgages on the particular Residence Units affected) specify any reasonable reallocation as agreed upon between the Owners of the Residence Units involved of the aggregate Percentage Ownership Interests in the Common Elements pertaining to those Residence Units. Such plats and floor plans as may be necessary to show the altered boundaries between the Residence Units involved shall be certified as to their accuracy by a registered architect or engineer.

At any time prior to the Election Date, the Declarant shall have the right, at its option and sole cost and expense, without the vote or consent of the Board, other Owners or the representative or representatives of any Mortgagee (except Mortgagees on the Residence Units affected), to (i) make alterations, additions or improvements in, to and upon Residence Units owned by the Declarant (hereinafter called "Declarant-Owned Units" or "Declarant-Owned Residence Units"), whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Declarant-Owned Unit; (iii) change the size and/or number of Declarant-Owned Units (including those resulting from such subdivision or otherwise) into one or more Residence Units, combining separate Declarant-Owned Units (including those resulting from such subdivision or otherwise) into one or more Residence Units, altering the boundary walls between any Declarant-Owned Units, or otherwise; and (iv) reapportion among the Declarant-Owned Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the Common Elements; provided, however, that the Percentage Ownership Interest in the Common Elements of any Residence Unit (other than Declarant-Owned Units) shall not be changed by reason thereof unless the Owners and Mortgagees, if any, of such Residence Units shall consent thereto and, provided further, that the Declarant shall comply with all laws applicable thereto and shall agree to hold the Board and all other Owners harmless from any liability arising therefrom. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Declarant. The Declarant shall also have the authority, at its sole option, cost and expense, to make improvements to the Common Elements without the prior consent of the Board, other Owners or the representative or representatives of holders of any Mortgage. No Owner shall ever be assessed for any such changes or improvements done by the Declarant pursuant to this provision. In the event of any such alteration, combination or improvement, the Declarant, at its sole cost and expense, shall file any amendment to this Declaration necessary to reflect such change or improvement.

Section 11.4 Exhibits. Exhibits "A" through and including "E" attached hereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim herein.

Section 11.5 Mortgage Matters. Any mortgagee, upon written request, shall be entitled (a) to inspect the books and records of the Project during normal business hours; (b) to receive an annual audited financial statement of the Project within 90 days following the end of any fiscal year of the Project (or as soon thereafter as is practicable); and (c) to written notice of all meetings of the Council and be permitted to designate a representative to attend all such meetings. Further, the Council shall be obligated to give each mortgagee written notification of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Council, or the By-Laws which is not cured within thirty (30) days. In the event of substantial damage to or destruction of any Residence Unit or any part of the Common Elements, the institutional holder of any first mortgage on a Residence Unit shall be entitled to receive from the Council promptly after the occurrence of such damage or destruction written notice of such occurrence. And the Council shall provide any notice required under this Section 11.5 provided the Council has been furnished the name and mailing address of such mortgagee.

Section 11.6 Limitation on Contract Term. Any contract affecting the Project for professional management, or providing for services by the Declarant, shall be terminable by either party with cause and without payment of a termination fee on thirty (30) days written notice; and without cause and without payment of a termination fee, on ninety (90) or less days written notice and shall have a maximum term of no more than one (1) year (which contract may be renewable by agreement of the parties for successive one-year periods).

Section 11.7 Easements. Prior to the Election Date, the Declarant shall have the right to grant to utility companies and other similar entities, such easements, rights-of-way, and other rights as may be reasonably necessary to service the Project and establish, operate or maintain the same as a viable condominium project.

Section 11.8 Declarant's Use of Residence Units. Declarant reserves the right to use the Residence Units owned by Declarant for such purposes as Declarant may deem appropriate in connection with Declarant's marketing program; provided that such use shall not unreasonably interfere with the rights of such Owners and such use shall not extend beyond July 1, 1981.

Section 11.9 Covenant Running With Land. Subject to change pursuant to Section 10.1 hereof, the terms and provisions hereof shall be deemed to be covenants running with the Land and shall be binding upon the Declarant, all Owners, and their respective heirs, legal representatives, successors and assigns.

Section 11.10 Resolution of Disputes. In addition to the Board's other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and other Owners, the Board, or the Council, including appointment of committees to consider and recommend resolutions of any such disputes.

Section 11.11 Correction of Errors. Declarant reserves, and shall have the continuing right until the Election Date, without the vote or consent of the Board, other Owners or the representatives of any Mortgagee, to amend this Declaration or the By-Laws for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, provided that no such Amendment shall change the stated numbers of Residence Units nor the Percentage Ownership Interest in the Common Elements attributable thereto (except as set forth in Section 11.3).

Section 11.12 Enforcement. The Board or any Owner shall have the right to enforce, by any proceedings at law or in equity, all terms and provisions of the Declaration, the By-Laws, the Rules and Regulations, and the Articles of Incorporation for the Council, or the Board, after ten (10) days prior written notice to the Owner in question, may pursue any of the remedies provided for in Section 4.5, subsections (a) through (e), inclusive, hereinabove. Failure by the Board or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter. Without limiting the generality of the foregoing, for the purpose of enforcing the provisions of the Declaration, the By-Laws, the Rules and Regulations, and the Articles of Incorporation for the Council, the Board and any aggrieved Owner shall have a cause of action for the recovery of damages and/or injunctive relief.

Section 11.13 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

ARTICLE XII

ANNEXATION OF ADDITIONAL PROPERTY

Section 12.1. General. Declarant hereby declares that it presently contemplates that at a future time the Project may be expanded (but Declarant does not hereby obligate itself to expand the Project) by adding thereto additional parcels of land together with the improvements to be situated thereon. Such property as may be annexed may contain up to an additional 80 Residence Units although the exact number may vary due to design or planning changes which may hereafter occur. Such additional property, designated as "Phase II" on Exhibit "E" hereto may be annexed in whole or in part, from time to time, and at more than one time, in order that such additional property may become a part of the Project described and defined in this Declaration, which annexation may be accomplished within five (5) years from the date of this Declaration without the assent of the Council, the Board, any Owner, or any Mortgagee, it being the intention of this instrument that such additional property may be annexed during such period at the sole discretion of Declarant, without the consent of any other party whatsoever. Alternatively, Declarant may elect not to expand or may even elect to establish a separate Condominium Regime as to such property described on Exhibit "E". The provisions of this Article XII shall become effective on, but not before, the date on which there is filed for record in the office of the County Clerk of Harris County, Texas, a certificate of annexation ("Certificate"), signed and acknowledged by Declarant and the owner of record title to the

property being annexed, which certificate shall describe the property which then constitutes the Project, refer to this Declaration, and declare that it is desired and intended that the provisions of this Article XII shall become effective and, therefore, that this Declaration shall apply to and affect the property described in the Certificate. The Certificate so recorded shall specify the number of Residence Units which are being added and annexed to the Project by reason of the filing for record of such Certificate. The Declarant may cause to be recorded as many separate Certificates as may be desired by Declarant from time to time, and at any time, to effect the annexation of the property described on Exhibit "E" hereto. Declarant further reserves the right, at any time and from time to time, without requesting or receiving the assent or consent of any Owner or any Mortgagee to resubdivide, amend the subdivision map, modify, alter, or otherwise change the legal or other status or configuration of the property to be annexed, to grant easements, and to otherwise take such action as may be deemed necessary by Declarant to satisfactorily expand the Project. Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this Article XII, and the power hereby granted to Declarant shall be, and is, a power coupled with an interest and is irrevocable. Upon the recordation of a Certificate in compliance with the provisions of this Article XII adding additional property to the Project, this Declaration shall further apply to and affect all of the property described in this Declaration and the property described in any such Certificate, and shall also bind all Owners of any part of such property with the same effect as if the property described in the Certificate were originally subject to and described in this Declaration. Thereafter, the powers and responsibilities of the Board shall be coextensive with regard to all property included within the expanded Project and the Board shall, pursuant to the provisions of this Declaration, constitute the Board for the entire Project, as expanded, and the rights, obligations, and duties of each Owner shall be the same and identical to the rights, obligations, and duties of the Owners prior to the recordation of such Certificate, except as each Owner's Percentage Ownership Interest may be modified in accordance with this Declaration upon any such annexation of additional property, it being specifically recognized and acknowledged that each Owner's Percentage Ownership Interest, as a percentage, may be reduced by such annexation. The Board shall thereupon continue to maintain one Common Expense Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair, and operation of the expanded Project and in all respects and meanings, the Project (as expanded) shall be deemed to be a single condominium project for the purposes, and in accordance with the provisions of, this Declaration and the Act. Upon the annexation of additional property by the recordation of one or more Certificates in accordance with this Article XII, the ownership of the Common Elements, and the remainder of the Project other than Residence Units shall automatically become, as to each Residence Unit, a Percentage Ownership Interest equivalent to the number of square feet within each Residence Unit divided by the total number of square feet within all Residence Units in the Project after the annexation is completed. Any Certificate recorded in accordance with Article XII shall set forth the new Percentage Ownership Interest appurtenant to each Residence Unit within the expanded Project. This Declaration, including but not limited to this Article XII, does not presently create any interest in or with respect to the property described on Exhibit "E" hereto, and this Declaration shall not

affect in any manner all or any part of such property unless and until a Certificate is filed with respect thereto in accordance with this Article XII.

IN WITNESS WHEREOF, Declarant has executed this instrument this 23rd day of August, 1979.

THE 3000 SOUTH BRAESWOOD CONDOMINIUMS

By *[Signature]*
Authorized Agent

STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Jerald A. Turboff, Authorized Agent of THE 3000 SOUTH BRAESWOOD CONDOMINIUMS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of October, 1979.

[Signature]

Notary Public in and for
Harris County, Texas

All that certain 5.93122 acre tract of land situated in the P. W. Rose Survey, A-645, Harris County, Texas; being more particularly described by metes and bounds as follows:

BEGINNING at a 1" iron pipe located at the intersection of the Northeasterly line of Braesmain Drive, a 60 foot wide street and the West corner of that certain 45,613 square feet that was conveyed to Melvin Jackson as described in a deed recorded in Volume 6192, Page 181, Deed Records, Harris County, Texas;

THENCE North 40° 52' 30" West - 414.37 feet along the said Northeasterly line of Braesmain Drive to a 1" iron pipe for a point of curve;

THENCE along the said Northeasterly line of Braesmain Drive on a curve to the right, having a radius of 470.00 feet, a central angle of 8° 02' 23", a distance of 65.95 feet to a 1" iron pipe for a point on tangent being also the south corner of the Texaco Oil Co. site, being the same property described in a deed recorded in Volume 4636, Page 252, and Volume 4503, Page 162, Deed Records, Harris County, Texas;

THENCE North 49° 07' 30" East - 165.38 feet along the Southwesterly ^{course} line of said Texaco Oil Co. site to a 1/2" iron rod for a corner; being also the East corner of Texaco site and the southwesterly line of that certain tract described in deeds recorded in Volume 4636, Page 252, Volume 3596, Page 144, and Volume 4503, Page 162, Deed Records, Harris County, Texas;

THENCE NORTH 40° 52' 30" West - 138.34 feet along the Northeasterly line of said Texaco site and along the said southwesterly line of Tract mentioned above to a 1/2" iron rod for a point on a curve; being also in the southeasterly line of South Braeswood;

THENCE in a Northeasterly direction along the said southeasterly line of South Braeswood along a curve to the left, having a radius of 653.88 feet a central angle of 22° 27' 57", a distance of 256.39 feet to a 5/8" iron rod for a point on tangent; being also in the northeasterly line of the E. H. Grant tract as described in a deed recorded in Volume 5055, Pages 46-47, Deed Records, Harris County, Texas;

THENCE South 40° 52' 30" East - 725.79 feet along the said northeasterly line of E. H. Grant tract to a 5/8" iron rod for a corner;

THENCE South 49° 07' 30" West - 202.23 feet along the southeasterly line of said E. H. Grant tract to a 1/2" iron rod for a corner; being also the south corner of said E. H. Grant tract, and the Northeasterly line of that certain tract conveyed to M. W. Jackson;

THENCE North 40° 52' 30" West - 103.85 feet along the southwesterly line of said Grant tract and the Northeasterly line of said Jackson tract to a 1/2" iron rod for corner; being also the north corner of said Jackson tract;

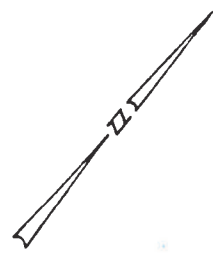
THENCE South 49° 07' 30" West - 222.50 feet along the northwesterly line of said Jackson tract to the PLACE OF BEGINNING; and containing 258,364 square feet or 5.93122 acres of land.

SUBJECT TO THE FOLLOWING:

1. An unobstructed easement for one overhead guy, stub pole and two down guys as granted to Houston Lighting & Power Company by instrument dated April 22, 1965, and recorded in Volume 6055, Page 420, of the Deed Records of Harris County, Texas. The location of said easement being shown on plat attached thereto.
2. A ten (10) inch sanitary sewer line traversing subject property as reflected by survey dated May 9, 1977, prepared by Floyd N. Cole, Jr., Registered Public Surveyor.
3. 1/2 of all oil, gas and other minerals on, in, and under the herein described property as set forth in instrument recorded in Volume 3596, Page 144, of the Deed Records of Harris County, Texas, reference to which instrument is here made for all purposes.
4. Deed of Trust and Security Agreement dated September 29, 1978, to William D. Treuter Trustee, filed under Clerk's File No. F-791851, securing Notes of even date thereon in the original principal sums of \$4,200,000 and \$600,000, payable to the order of Capital National Bank.

SOUTH BRAESWOOD

LEGEND
 P.M. 2000 1000 500



SITE PLAN - GROUND LEVEL
PARKING & PATIO LAYOUT

BRAESMAIN DRIVE

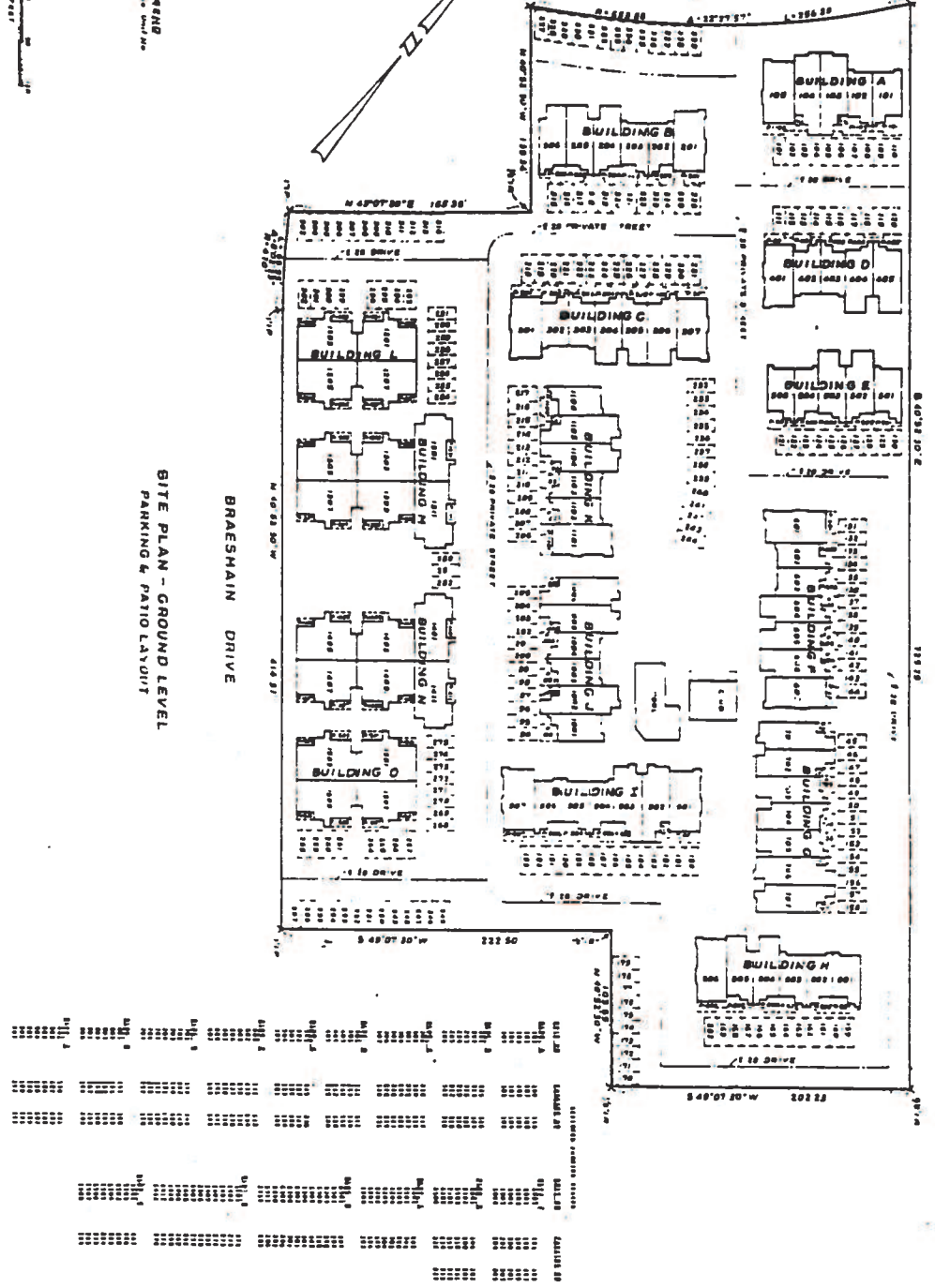
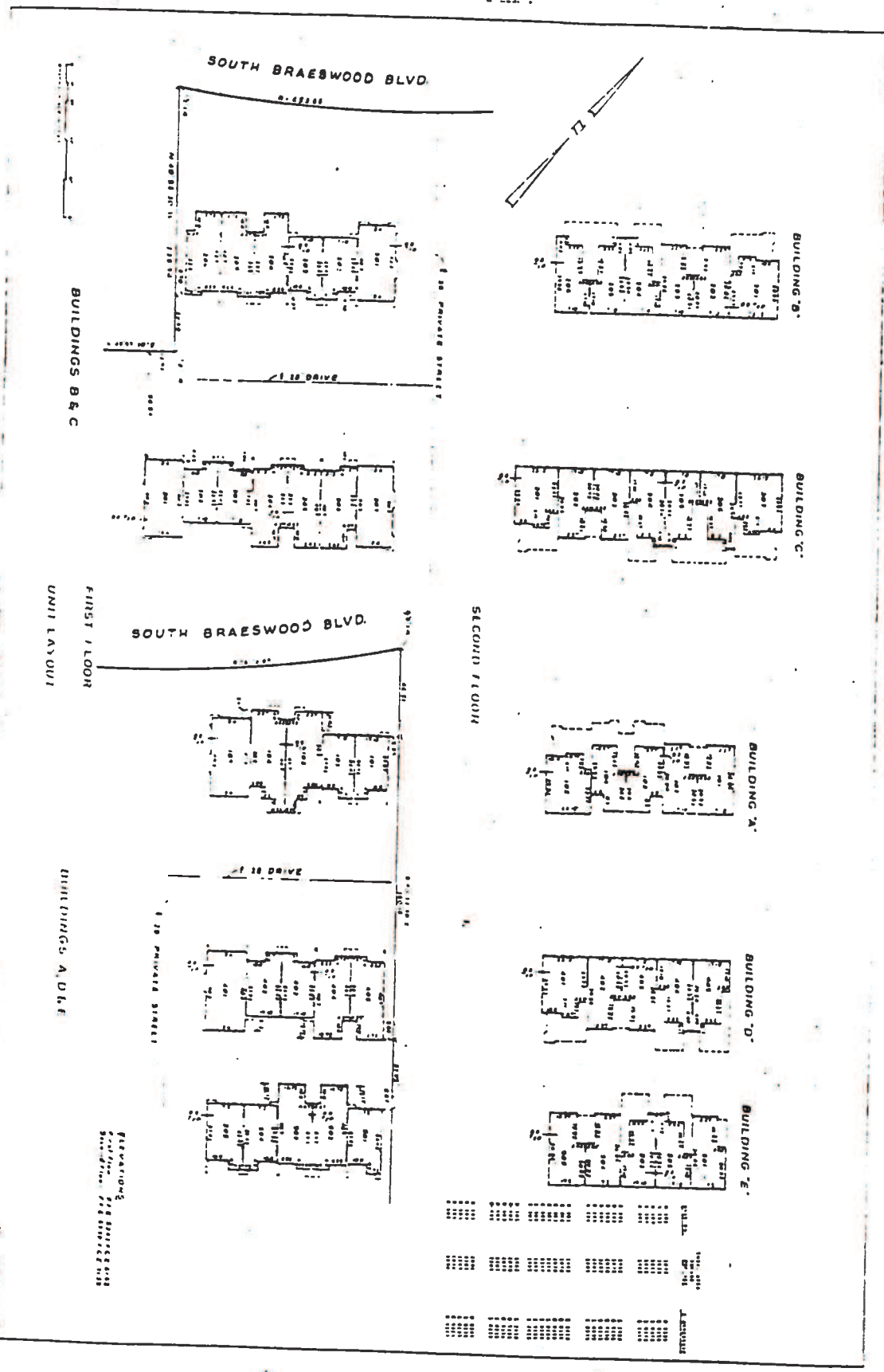
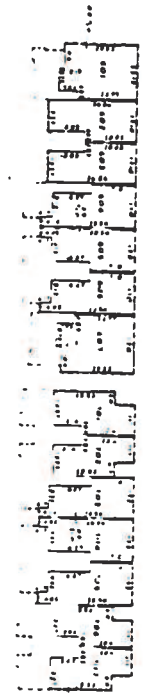


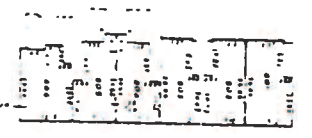
EXHIBIT (B)

SHEET 2 OF 2 SHEETS





BUILDING F



BUILDING G

BUILDING H

SECOND FLOOR



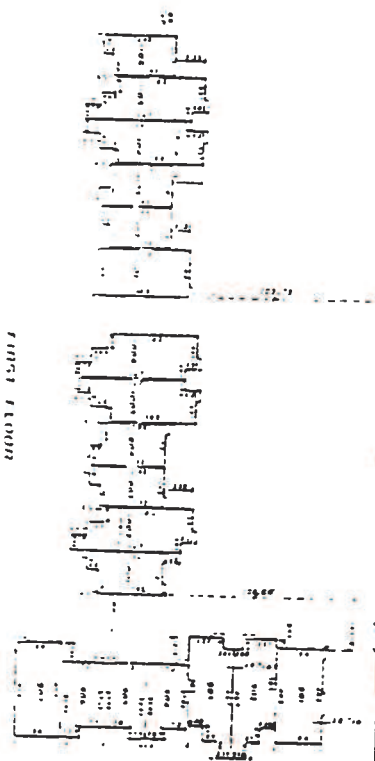
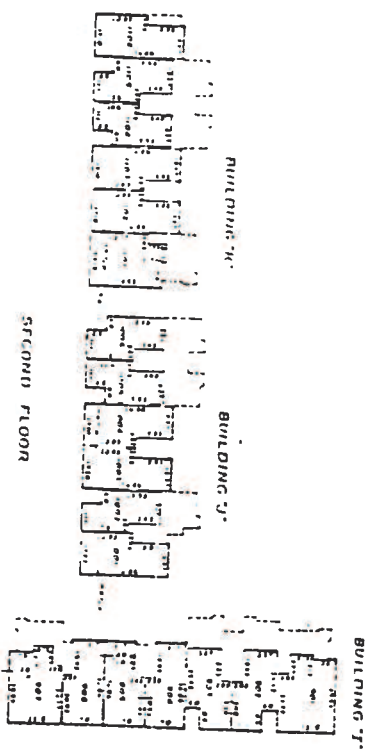
FIRST FLOOR

UNIT LAYOUT
BUILDINGS F, G, H

UNIT NO.	SQ. FT.	NO. OF ROOMS	NO. OF BATHS
101	1,100	3	1
102	1,100	3	1
103	1,100	3	1
104	1,100	3	1
105	1,100	3	1
106	1,100	3	1
107	1,100	3	1
108	1,100	3	1
109	1,100	3	1
110	1,100	3	1
111	1,100	3	1
112	1,100	3	1
113	1,100	3	1
114	1,100	3	1
115	1,100	3	1
116	1,100	3	1
117	1,100	3	1
118	1,100	3	1
119	1,100	3	1
120	1,100	3	1

SEE PLANS FOR UNIT LAYOUTS
SHOWING ROOM AND BATH LOCATIONS

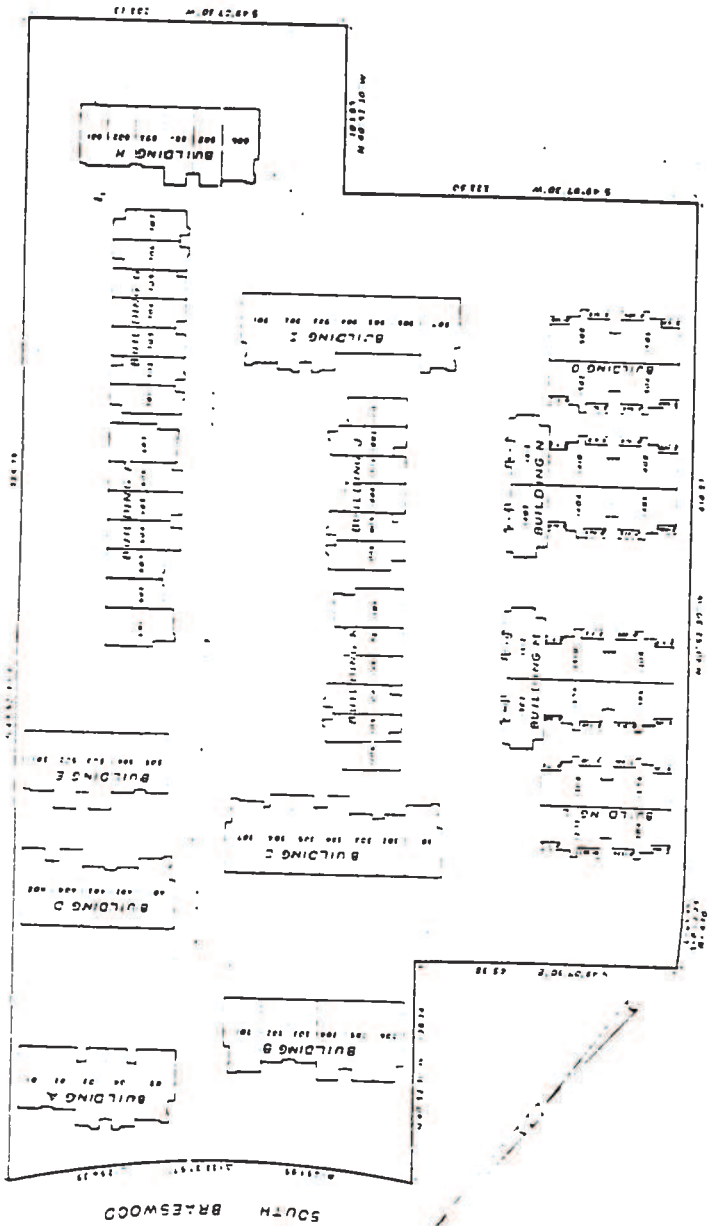
UNIT LAYOUT
BUILDINGS F, G, H



Room No.	Area (sq. ft.)	Volume (cu. ft.)	Notes
101	100	1000	
102	100	1000	
103	100	1000	
104	100	1000	
105	100	1000	
106	100	1000	
107	100	1000	
108	100	1000	
109	100	1000	
110	100	1000	
111	100	1000	
112	100	1000	
113	100	1000	
114	100	1000	
115	100	1000	
116	100	1000	
117	100	1000	
118	100	1000	
119	100	1000	
120	100	1000	
121	100	1000	
122	100	1000	
123	100	1000	
124	100	1000	
125	100	1000	
126	100	1000	
127	100	1000	
128	100	1000	
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189	100	1000	
190	100	1000	
191	100	1000	
192	100	1000	
193	100	1000	
194	100	1000	
195	100	1000	
196	100	1000	
197	100	1000	
198	100	1000	
199	100	1000	
200	100	1000	

UNIT LAYOUT
BUILDINGS J, Y, W

SCALE
1" = 10'-0"



BRAESMAIN DRIVE

SITE PLAN - SECOND FLOOR

SCALE

<u>UNIT NO.</u>	<u>TOTAL AREA SQUARE FOOTAGE</u>	<u>% OWNERSHIP</u>
A-101	1078	0.9156
A-102	1078	0.9156
A-103	1222	1.0378
A-104	1222	1.0378
A-105	1462	1.2418
B-201	1462	1.2418
B-202	1078	0.9156
B-203	1078	0.9156
B-204	1205	1.0235
B-205	1205	1.0235
B-206	1205	1.0235
C-301	1462	1.2418
C-302	1078	0.9156
C-303	1078	0.9156
C-304	1199	1.0184
C-305	1199	1.0184
C-306	1199	1.0184
C-307	1462	1.2418
D-401	1462	1.2418
D-402	1078	0.9156
D-403	1078	0.9156
D-404	1205	1.0235
D-405	1205	1.0235
E-501	1086	0.9224
E-502	1205	1.0235
E-503	1205	1.0235
E-504	1086	0.9224
E-505	1086	0.9224
F-601	1462	1.2418
F-602	1078	0.9156
F-603	1078	0.9156
F-604	1199	1.0184
F-605	1199	1.0184
F-606	1199	1.0184
F-607	1462	1.2418
G-701	1222	1.0378
G-702	1222	1.0378
G-703	1212	1.0294
G-704	1212	1.0294
G-705	1212	1.0294
G-706	1222	1.0378
G-707	1222	1.0378
H-801	1078	0.9156
H-802	1078	0.9156
H-803	1078	0.9156
H-804	1205	1.0235
H-805	1205	1.0235
H-806	1462	1.2418

EXHIBIT "C"

<u>UNIT NO.</u>	<u>TOTAL AREA SQUARE FOOTAGE</u>	<u>Z OWNERSHIP</u>
I-901	1462	1.2418
I-902	1222	1.0378
I-903	1222	1.0378
I-904	1072	0.9105
I-905	1072	0.9105
I-906	1072	0.9105
I-907	1462	1.2418
J-1001	1086	0.9224
J-1002	1222	1.0378
J-1003	1086	0.9224
J-1004	1086	0.9224
J-1005	1222	1.0378
J-1006	1222	1.0378
K-1101	1462	1.2418
K-1102	1078	0.9156
K-1103	1078	0.9156
K-1104	1222	1.0378
K-1105	1222	1.0378
K-1106	1078	0.9156
L-1201	927	0.7874
L-1202	927	0.7874
L-1203	927	0.7874
L-1204	927	0.7874
L-1205	927	0.7874
L-1206	927	0.7874
L-1207	927	0.7874
L-1208	927	0.7874
M-1301	931	0.7908
M-1302	931	0.7908
M-1303	927	0.7874
M-1304	927	0.7874
M-1305	927	0.7874
M-1306	927	0.7874
M-1307	927	0.7874
M-1308	927	0.7874
M-1309	927	0.7874
M-1310	927	0.7874
M-1311	931	0.7908
M-1312	931	0.7908
N-1401	931	0.7908
N-1402	931	0.7908
N-1403	927	0.7874
N-1404	927	0.7874
N-1405	927	0.7874
N-1406	927	0.7874
N-1407	927	0.7874
N-1408	927	0.7874
N-1409	927	0.7874
N-1410	927	0.7874
N-1411	931	0.7908
N-1412	931	0.7908
O-1501	927	0.7874
O-1502	927	0.7874
O-1503	927	0.7874
O-1504	927	0.7874
O-1505	927	0.7874
O-1506	927	0.7874
O-1507	927	0.7874
O-1508	927	0.7874

<u>UNIT NO.</u>	<u>TOTAL AREA SQUARE FOOTAGE</u>	<u>% OWNERSHIP</u>
P-1601	1023	.59277
P-1602	1023	.59277
P-1603	1023	.59277
P-1604	1023	.59277
P-1605	1023	.59277
P-1606	1023	.59277
P-1607	1023	.59277
P-1608	1023	.59277
Q-1701	1023	.59277
Q-1702	1023	.59277
Q-1703	1075	.62290
Q-1704	1075	.62290
Q-1705	1023	.59277
Q-1706	1023	.59277
Q-1707	1023	.59277
Q-1708	1023	.59277
Q-1709	1075	.62290
Q-1710	1075	.62290
Q-1711	1023	.59277
Q-1712	1023	.59277
R-1801	1351	.78282
R-1802	1351	.78282
R-1803	1184	.68605
R-1804	1184	.68605
R-1805	1351	.78282
R-1806	1351	.78282
R-1807	1184	.68605
R-1808	1184	.68605
S-1901	1184	.68605
S-1902	1184	.68605
S-1903	1351	.78282
S-1904	1351	.78282
S-1905	1184	.68605
S-1906	1184	.68605
S-1907	1351	.78282
S-1908	1351	.78282
T-2001	1023	.59277
T-2002	1023	.59277
T-2003	1023	.59277
T-2004	1023	.59277
U-2101	1184	.68605
U-2102	1184	.68605
U-2103	1184	.68605
U-2104	1184	.68605
U-2105	1351	.78282
U-2106	1351	.78282
U-2107	1184	.68605
U-2108	1184	.68605
PHASE II SUBTOTAL	<u>54,846</u>	
GRAND TOTAL	<u>172,561</u> SQ. FT.	

PHASE II

All that certain 2.6395 Acre tract of land out of the 13.8328 acre tract of land conveyed unto Bayview Land Company, recorded in Volume 1936, Page 498, Deed Records, Harris County, Texas; being more particularly described by metes and bounds as follows:

COMMENCING at a 1" iron pipe located in the southwesterly line of Braesmain Drive, a 60 foot wide street, and the east corner of that certain 5,780 square foot tract as described in a deed recorded in Volume 4626, Page 567, Deed Records, Harris County, Texas; and Volume 4636, Page 252, Harris County Deed Records, Harris County, Texas;

THENCE along the southwesterly line of said Braesmain Drive with a curve to the left, having a radius of 530.00 feet, a central angle of 04° 01' 42", and a distance of 37.28 feet to a 5/8" iron rod for the PLACE OF BEGINNING:

THENCE Continue along said curve of Braesmain Drive with a curve to the left, having a radius of 530.00 feet, a central angle of 14° 51' 40" and a distance of 137.47 feet to a 1/2" iron rod for a point of tangent;

THENCE South 40° 52' 30" East, continuing along the southwesterly line of said Braesmain Drive, 265.50 feet to a 1" iron pipe for a corner;

THENCE South 49° 07' 30" West-445.18 feet to a 1/2" iron rod for a corner, being also in the east line of a 20 foot wide drainage easement;

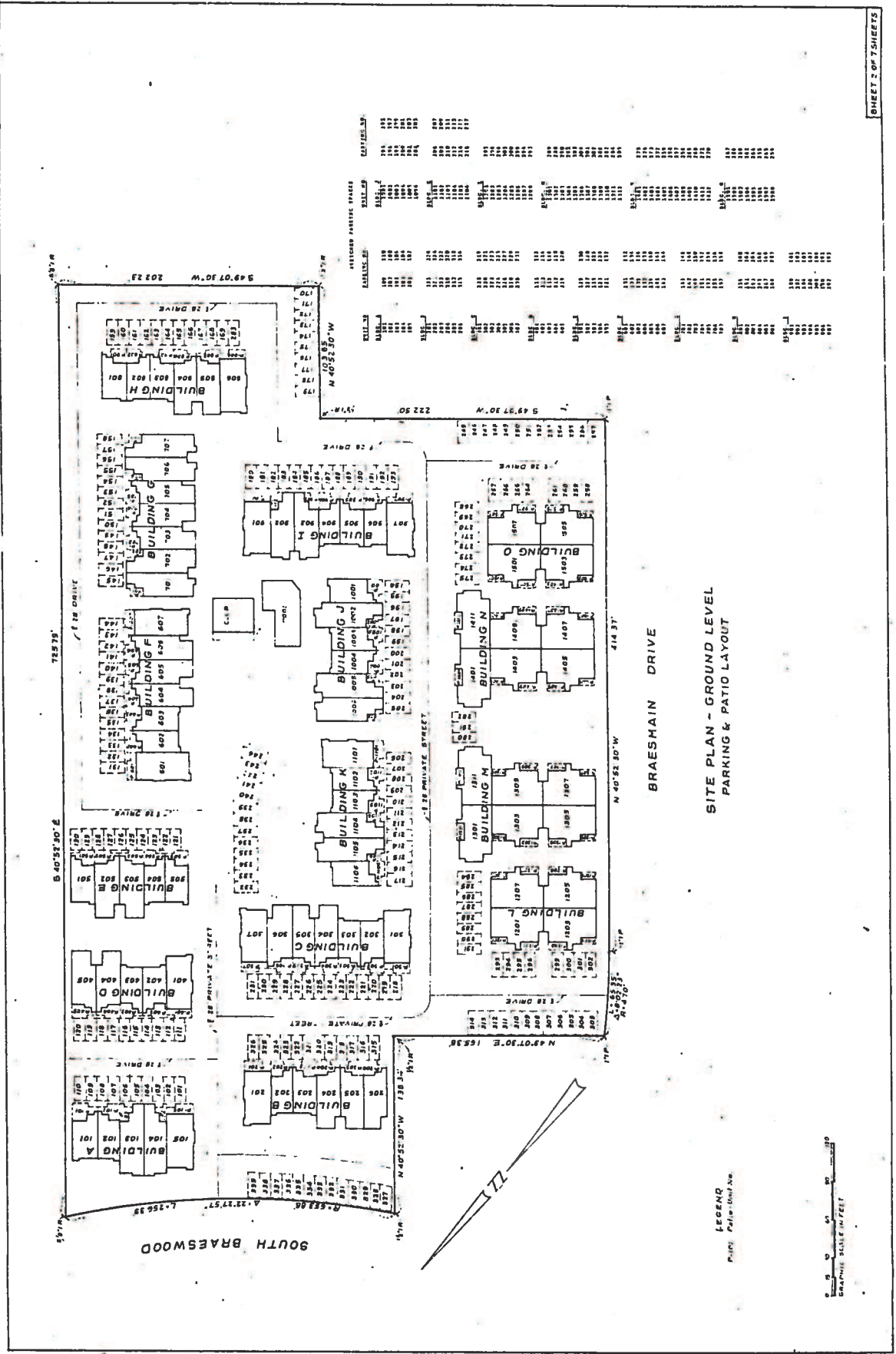
THENCE North 00° 44' 00" West, along the east line of said easement, 597.16 feet to a 1/2" iron rod for a corner;

THENCE North 84° 22' 32" East-95.42 feet to the PLACE OF BEGINNING and containing 114,979 square feet or 2.6395 acres of land.

EXHIBIT "E"

ASSIGNED PARKING SPACES

UNIT NO.	PARKING NO.		UNIT NO.	PARKING NO.	
<u>BLDG. A</u>			<u>BLDG. J</u>		
101	109	110	1001	194	195
102	107	108	1002	196	197
103	105	106	1003	198	199
104	103	104	1004	200	201
105	101	102	1005	202	203
			1006	204	205
<u>BLDG. B</u>			<u>BLDG. K</u>		
201	325	326	1101	206	207
202	323	324	1102	208	209
203	321	322	1103	210	211
204	319	320	1104	212	213
205	317	318	1105	214	215
206	315	316	1106	216	217
<u>BLDG. C</u>			<u>BLDG. L</u>		
301	218	219	1201	295	
302	220	221	1202	306	
303	222	223	1203	296	
304	224	225	1204	305	
305	226	227	1205	300	
306	228	229	1206	299	
307	230	231	1207	294	
			1208	293	
<u>BLDG. D</u>			<u>BLDG. M</u>		
401	111	112	1301	289	
402	113	114	1302	288	
403	115	116	1303	290	
404	117	118	1304	291	
405	119	120	1305	303	
<u>BLDG. E</u>			<u>BLDG. N</u>		
501	129	130	1306	304	
502	127	128	1307	301	
503	125	126	1308	302	
504	123	124	1309	286	
505	121	122	1310	287	
<u>BLDG. F</u>			<u>BLDG. O</u>		
601	131	132	1311	284	
602	133	134	1312	285	
603	135	136			
604	137	138			
605	139	140			
606	141	142			
607	143	144			
<u>BLDG. G</u>			<u>BLDG. P</u>		
701	145	146	1401	275	
702	147	148	1402	274	
703	149	150	1403	273	
704	151	152	1404	272	
705	153	154	1405	259	
706	155	156	1406	258	
707	157	158	1407	257	
<u>BLDG. H</u>			<u>BLDG. Q</u>		
801	159	160	1408	256	
802	161	162	1409	269	
803	163	164	1410	268	
804	165	166	1411	271	
805	167	168	1412	270	
806	169	283			
<u>BLDG. I</u>			<u>BLDG. R</u>		
901	180	181	1501	267	
902	182	183	1502	266	
903	184	185	1503	260	
904	186	187	1504	261	
905	188	189	1505	264	
906	190	191	1506	255	
907	192	193	1507	265	
			1508	254	



LEGEND
 (Symbol) PATIO/LOT/DRIVE



LOT NO.	LOT NO.	LOT NO.	LOT NO.	LOT NO.	LOT NO.	LOT NO.	LOT NO.	LOT NO.	LOT NO.
101	102	103	104	105	106	107	108	109	110
111	112	113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128	129	130
131	132	133	134	135	136	137	138	139	140
141	142	143	144	145	146	147	148	149	150
151	152	153	154	155	156	157	158	159	160
161	162	163	164	165	166	167	168	169	170
171	172	173	174	175	176	177	178	179	180
181	182	183	184	185	186	187	188	189	190
191	192	193	194	195	196	197	198	199	200
201	202	203	204	205	206	207	208	209	210
211	212	213	214	215	216	217	218	219	220
221	222	223	224	225	226	227	228	229	230
231	232	233	234	235	236	237	238	239	240
241	242	243	244	245	246	247	248	249	250
251	252	253	254	255	256	257	258	259	260
261	262	263	264	265	266	267	268	269	270
271	272	273	274	275	276	277	278	279	280
281	282	283	284	285	286	287	288	289	290
291	292	293	294	295	296	297	298	299	300
301	302	303	304	305	306	307	308	309	310
311	312	313	314	315	316	317	318	319	320
321	322	323	324	325	326	327	328	329	330
331	332	333	334	335	336	337	338	339	340
341	342	343	344	345	346	347	348	349	350
351	352	353	354	355	356	357	358	359	360
361	362	363	364	365	366	367	368	369	370
371	372	373	374	375	376	377	378	379	380
381	382	383	384	385	386	387	388	389	390
391	392	393	394	395	396	397	398	399	400
401	402	403	404	405	406	407	408	409	410
411	412	413	414	415	416	417	418	419	420
421	422	423	424	425	426	427	428	429	430
431	432	433	434	435	436	437	438	439	440
441	442	443	444	445	446	447	448	449	450
451	452	453	454	455	456	457	458	459	460
461	462	463	464	465	466	467	468	469	470
471	472	473	474	475	476	477	478	479	480
481	482	483	484	485	486	487	488	489	490
491	492	493	494	495	496	497	498	499	500
501	502	503	504	505	506	507	508	509	510
511	512	513	514	515	516	517	518	519	520
521	522	523	524	525	526	527	528	529	530
531	532	533	534	535	536	537	538	539	540
541	542	543	544	545	546	547	548	549	550
551	552	553	554	555	556	557	558	559	560
561	562	563	564	565	566	567	568	569	570
571	572	573	574	575	576	577	578	579	580
581	582	583	584	585	586	587	588	589	590
591	592	593	594	595	596	597	598	599	600
601	602	603	604	605	606	607	608	609	610
611	612	613	614	615	616	617	618	619	620
621	622	623	624	625	626	627	628	629	630
631	632	633	634	635	636	637	638	639	640
641	642	643	644	645	646	647	648	649	650
651	652	653	654	655	656	657	658	659	660
661	662	663	664	665	666	667	668	669	670
671	672	673	674	675	676	677	678	679	680
681	682	683	684	685	686	687	688	689	690
691	692	693	694	695	696	697	698	699	700
701	702	703	704	705	706	707	708	709	710
711	712	713	714	715	716	717	718	719	720
721	722	723	724	725	726	727	728	729	730
731	732	733	734	735	736	737	738	739	740
741	742	743	744	745	746	747	748	749	750
751	752	753	754	755	756	757	758	759	760
761	762	763	764	765	766	767	768	769	770
771	772	773	774	775	776	777	778	779	780
781	782	783	784	785	786	787	788	789	790
791	792	793	794	795	796	797	798	799	800
801	802	803	804	805	806	807	808	809	810
811	812	813	814	815	816	817	818	819	820
821	822	823	824	825	826	827	828	829	830
831	832	833	834	835	836	837	838	839	840
841	842	843	844	845	846	847	848	849	850
851	852	853	854	855	856	857	858	859	860
861	862	863	864	865	866	867	868	869	870
871	872	873	874	875	876	877	878	879	880
881	882	883	884	885	886	887	888	889	890
891	892	893	894	895	896	897	898	899	900
901	902	903	904	905	906	907	908	909	910
911	912	913	914	915	916	917	918	919	920
921	922	923	924	925	926	927	928	929	930
931	932	933	934	935	936	937	938	939	940
941	942	943	944	945	946	947	948	949	950
951	952	953	954	955	956	957	958	959	960
961	962	963	964	965	966	967	968	969	970
971	972	973	974	975	976	977	978	979	980
981	982	983	984	985	986	987	988	989	990
991	992	993	994	995	996	997	998	999	1000

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Rec.

FIRST AMENDMENT OF
DECLARATION OF CONDOMINIUM FOR
THE 3000 SOUTH BRAESWOOD

Reference is hereby made to that certain Declaration of Condominium (the "Declaration") for The 3000 South Braeswood Condominiums (also known as "The 3000 South Braeswood") dated August 23, 1979, filed under County Clerk's File No. G-266575 in the Official Public Records of Real Property of Harris County, Texas, and recorded in Volume 103, Page 24, of the Condominium Records of Harris County, Texas;

Reference is made to the fact that inadvertently the Project was designated as "The 3000 South Braeswood Condominiums" (whereas, in fact, the Project is located at 2600 South Braeswood);

WHEREAS, in Section 11.11 of the Declaration, Declarant reserves the right until the Election Date, without the vote or consent of the Board, other Owners or the representatives of any Mortgagee, to amend the Declaration for the purpose of clarifying or resolving any ambiguities or conflicts therein, or correcting any inadvertent misstatements, errors or omissions therein;

WHEREAS, pursuant to the authority of Section 11.11 of the Declaration, Declarant desires to designate a new name for the Project;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1.

To the extent necessary, the Declaration is hereby amended so that the Project is from henceforth known as "The 2600 South Braeswood Condominiums" (or as "The 2600 South Braeswood").

2.

Except as amended hereby, the Declaration is not otherwise amended or changed.

EXECUTED this the 1st day of November, 1979.

THE 2600 SOUTH BRAESWOOD CONDOMINIUMS
(formerly known as The 3000 South
Braeswood Condominiums)

By  Authorized Agent

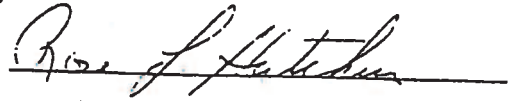
DECLARANT

FILED
JAN 7 9 00 AM 1980
Doris R. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared JERALD A. TURBOFF, Authorized Agent of THE 2600 SOUTH BRAESWOOD CONDOMINIUMS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of November, 1974



Notary Public in and for
Harris County, Texas

ROSE L. HUTCHINS
Notary Public in Harris County, Texas
My Commission Expires April 12, 1980

PLEASE RETURN TO:
VINCENT L. HINDO
DOW. COGBURN & FREDMAN
NINE GREENWAY PLAZA
SUITE 1000
HOUSTON, TEXAS 77006

THE 3000 SOUTH BRAESWOOD
FIRST AMENDMENT TO DECLARATION
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 105 PAGE 62

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

JAN 8 - 1980



Quita Ladd
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Vol. 110/29
Condo. Rec.

FILED

CERTIFICATE OF ANNEXATION - **JUL 25 3 11 PM '80**
THE 2600 SOUTH BRAESWOOD CONDOMINIUMS

Ante Releasce
COUNTY CLERK
HARRIS COUNTY, TEXAS

Reference is hereby made to that certain Condominium (the "Original Declaration") for The 3000 South Braeswood Condominiums (also known as "The 3000 South Braeswood"), dated August 23, 1979, filed under County Clerk's File No. G-266575, in the Official Public Records of Real Property of Harris County, Texas, and recorded in Volume 103, Page 24, of the Condominium Records of Harris County, Texas, covering property sometimes herein referred to as "Phase I";

Reference is made to that certain instrument entitled "First Amendment of Declaration of Condominium for The 3000 South Braeswood" dated November 1, 1979 (the "First Amendment"), wherein the Project was renamed "The 2600 South Braeswood Condominiums" (or as "The 2600 South Braeswood"); which First Amendment was filed under County Clerk's File No. G-382921, in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Original Declaration, as amended by the First Amendment, is herein called the "Condominium Declaration";

Reference is made to the fact that the undersigned Declarant desires to expand the Project by adding thereto the additional parcel of land described on Exhibit "A" attached hereto and incorporated herein for all purposes, together with the improvements situated or to be situated thereon ("Phase II");

WHEREAS, Phase II will contain 48 Residence Units, which when added to the 107 Residence Units contained in Phase I, will aggregate 155 Residence Units;

WHEREAS, Article XII of the Declaration provides that such annexation may be accomplished by the Declarant within five (5) years from the date of the Original Declaration without the assent of the Council, the Board, any Owner, or any Mortgagee;

WHEREAS, Declarant, who is also the owner of record title to Phase II, hereby declares that it is desired and intended that the provisions of Article XII of the Condominium Declaration become effective, with the force and effect that the Condominium Declaration shall apply to and affect Phase II;

NOW, THEREFORE, the parties hereto agree as follows:

1.

Phase II is hereby annexed into the Project, and upon filing and recordation of this Certificate, the Condominium Declaration shall apply to all property described in the Condominium Declaration and to the property within Phase II, and all owners of any such property with the same effect as if such property were originally subject to and described in the Condominium Declaration.

2.

Hereafter, the powers and responsibilities of the Board shall be coextensive with regard to all property included within the expanded Project described on Exhibit "D" attached hereto (the "Expanded Project") and the Board shall, pursuant to the provisions of the Condominium Declaration, constitute the Board for the Expanded Project, and the rights, obligations and duties

of each Owner shall be the same and identical to the rights, obligations and duties of the Owners prior to the filing and recordation of this Certificate, except that each Owner's Percentage Ownership Interest shall be modified in accordance with the provisions of paragraph 4 hereof. It is expressly understood and agreed that the Board shall continue to maintain one Common Expense Fund for the collection and disbursement of monies as required or permitted by the Condominium Declaration for the maintenance, repair and operation of the Expanded Project and in all respects and meanings, the Expanded Project shall be deemed to be a single condominium project for the purposes, and in accordance with the provisions of, the Condominium Declaration and the Condominium Act.

3.

As to Phase II, the Buildings, Residence Units, Limited Common Elements, Common Elements, and Parking Spaces are more particularly described on the plats which are attached hereto as Exhibit "B". The spaces for the parking of vehicles as shown on such Exhibit "B" (including any carports located thereon), shall be a Common Element. Each Owner shall have the right to the use of at least one Parking Space for an automobile. A portion of the parking shall be a Limited Common Element and assigned to individual Residence Units in the deed conveying such Owner's Residence Unit to such Owner. Such Parking Spaces are designated with a number corresponding to the unit number for the Residence Unit, the Owners of which are entitled to the exclusive use thereof as a Limited Common Element; and the remaining portion of the Parking Spaces shall be unassigned or guest parking and subject to such rules and regulations affecting the use thereof as may be promulgated by the Council.

The term "Land" shall be deemed to include the property described on Exhibit "A".

4.

The ownership of the Common Elements, and the remainder of the Expanded Project other than the Residence Units, shall upon filing and recordation of this Certificate be, as to each Residence Unit, the Percentage Ownership Interest stated on Exhibit "C" attached hereto and incorporated herein for all purposes.

5.

The provisions of this Certificate of Annexation shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. If the annexation contemplated hereunder shall be deemed to be invalid or unenforceable for any reason, it is the express intent of the Declarant that this instrument be construed to create a new condominium regime for Phase II (without the necessity for the execution of any other condominium declaration or any other instrument whatsoever, and without the necessity for the consent of any Owner, Mortgagee or any other person or entity whatsoever), which regime is hereby established on the same terms and provisions as are stated in the Original Declaration for Phase I, except (i) the Percentage Ownership Interests of the respective Owners in Phase II shall be determined

based upon the ratio of each Residence Unit's total square footage to the total square footage of all Residence Units in Phase II, and (ii) the Parking Spaces in Phase II shall be deemed assigned as more particularly set out in paragraph 3 hereof. Such new condominium regime shall be applicable to only Phase II and shall, except as hereinafter stated, be operated as a separate condominium, in accordance with the Original Declaration and the Condominium Act, separately and distinctly from the regime applicable to Phase I. Although, as stated aforesaid, the execution of a separate condominium declaration shall not expressly be necessary, the Council (if it so desires) is hereby authorized to execute, on behalf of all Owners (and Mortgagees) a separate condominium declaration (but containing only the same terms and provisions contained in the Original Declaration, except as herein expressly provided); Declarant for itself and succeeding Owners (and Mortgagees) hereby appoints the Council attorney and agent-in-fact to execute such condominium declaration; the aforesaid power of attorney shall be deemed coupled with an interest and shall survive the death or disability of any person. Although, as stated aforesaid, the execution of a separate condominium declaration by Owners and Mortgagees shall expressly not be necessary, upon the written request of the Council, the Owners (and Mortgagees) of Phase II shall be required to join in any such condominium declaration. Any Owner (or Mortgagee) who fails to so join therein shall be liable for all costs and expenses, including reasonable attorney's fees, in compelling such joinder. The Council for Phase I shall also be deemed to be the Council for Phase II (unless the Council for Phase I elects to have a separate Council formed for Phase II). It is the further intention of the Declarant that any Common Elements of a recreational nature contained in either Phase I or Phase II (e.g., a swimming pool or a tennis court) be shared by all the Owners of Phase I and Phase II. The respective condominium regimes shall enter into appropriate contracts covering the sharing of maintenance and other costs of any Common Elements of a recreational nature.

EXECUTED this the 24 day of July, 1980.

THE 2600 SOUTH BRASSWOOD CONDOMINIUMS

By 


Authorized Agent
GERALD A. TURBETT

"DECLARANT AND OWNER OF RECORD
TITLE TO PHASE II"

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared JERALD A. TURBOFF, Authorized Agent of THE 2600 SOUTH BRAESWOOD CONDOMINIUMS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of July,


Vincent L. Marino
VINCENT L. MARINO
Notary Public in and for
Harris County, Texas

THE 2600 SOUTH
BRAESWOOD CONDOMINIUMS
CERTIFICATE OF ANNEXATION
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS

VOL. 110 PAGE 29

EXHIBIT "A"

Field notes of a certain 2.64173 acre-tract of land out of the 13.8328 acre-tract of land conveyed unto Bayview Land Company recorded in Volume 1936, Page 498, Deed Records, Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1" iron pipe located in the southwesterly line of Braesmain Drive, a 60.0 foot wide street, and the east corner of that certain 5.780 square foot tract as described in a deed recorded in Volume 4626, Page 567 and Volume 4636, Page 252, Deed Records, Harris County, Texas;

THENCE along the southwesterly line of said Braesmain Drive with a curve to the left, having a radius of 530.0 feet and a central angle of $04^{\circ}01'42''$, a distance of 37.28 feet to a 1/2" iron rod for the PLACE OF BEGINNING;

THENCE continuing along said curve of Braesmain Drive, having a radius of 530.0 feet and a central angle of $14^{\circ}51'40''$, a distance of 137.47 feet to a 1/2" iron rod for a point of tangent;

THENCE $S 40^{\circ}52'30'' E$, continuing along the southwesterly line of said Braesmain Drive, a distance of 265.50 feet to a 1" square iron pipe for corner;

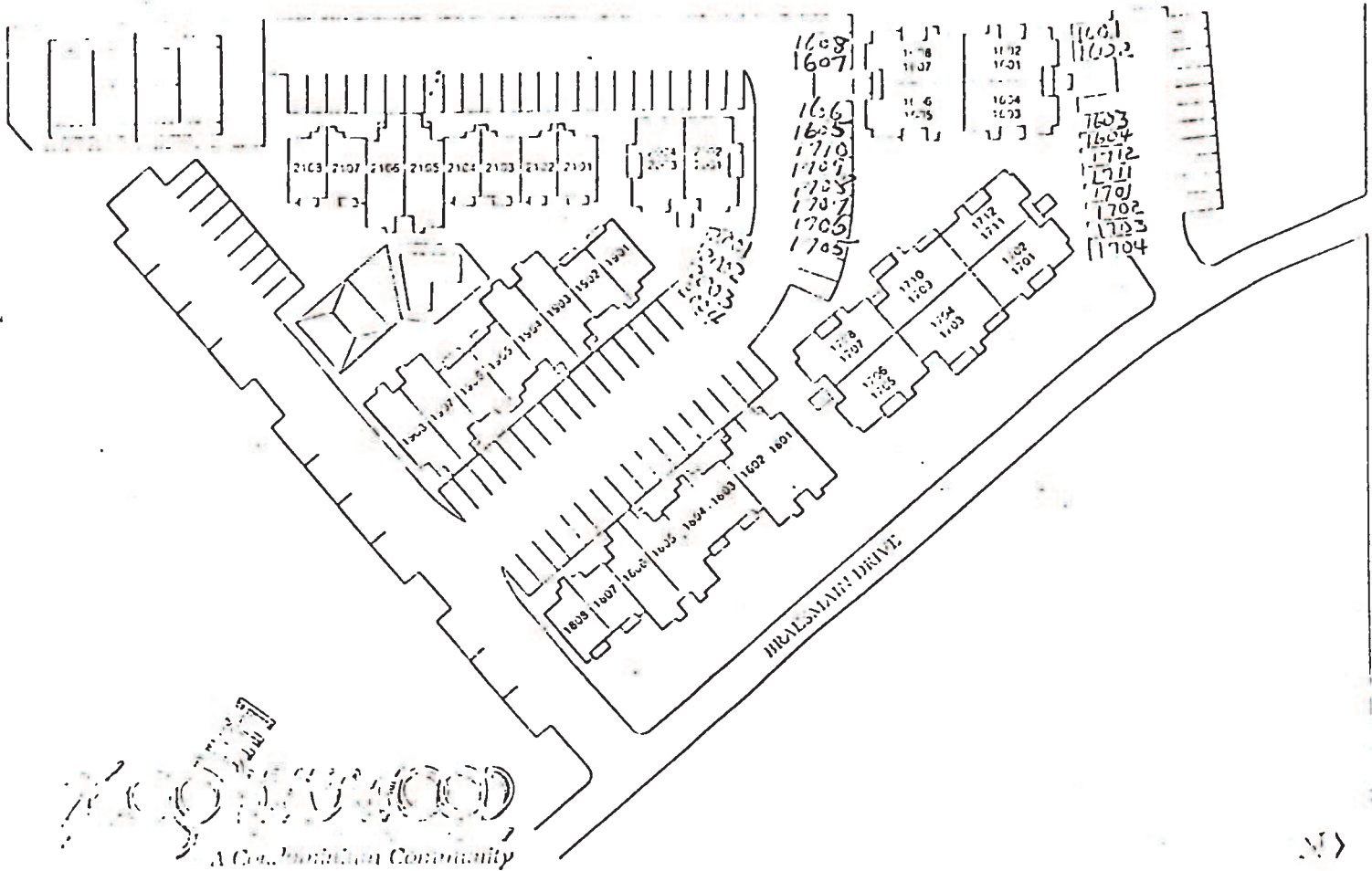
THENCE $S 49^{\circ}07'30'' W$, a distance of 445.18 feet (Called 445.23 feet) to a 1/2" iron rod in the southeast line of a 20.0 foot drainage easement for corner;

THENCE $N 00^{\circ}44'00'' W$, along the southeast line of said easement, a distance of 597.13 feet to a 5/8" iron rod for corner;

THENCE $N 84^{\circ}22'32'' E$, a distance of 93.58 feet to the PLACE OF BEGINNING and containing 115,074.0 square feet or 2.64173 acres of land.

SUBJECT TO THE FOLLOWING:

1. Building line 10 ft. in width along the Northeasterly property line as reflected by survey dated September 19, 1979, prepared by Floyd N. Cole, Jr. & Associates, Inc., Registered Public Surveyors.
2. Deed of Trust and Security Agreement dated November 12, 1979, to Thomas H. Weed, Trustee, filed under Clerk's File No. G-322403, in the Official Public Records of Real Property of Harris County, Texas, securing a Note of even date therewith in the original principal sum of \$2,245,000.00, payable to the order of Houston First American Savings Association.
3. Easement for water meter, filed under Clerk's File No. G-541998, Official Public Records of Real Property of Harris County, Texas.



ASSIGNED PARKING PLAT PHASES II

<u>UNIT NO.</u>	<u>TOTAL AREA SQUARE FOOTAGE</u>	<u>% OWNERSHIP</u>
A-101	1078	.62463
A-102	1078	.62463
A-103	1222	.70807
A-104	1222	.70807
A-105	1462	.84714
B-201	1462	.84714
B-202	1078	.62463
B-203	1078	.62463
B-204	1205	.69822
B-205	1205	.69822
B-206	1205	.69822
C-301	1462	.84714
C-302	1078	.62463
C-303	1078	.62463
C-304	1199	.69475
C-305	1199	.69475
C-306	1199	.69475
C-307	1462	.84714
D-401	1462	.84714
D-402	1078	.62463
D-403	1078	.62463
D-404	1205	.69822
D-405	1205	.69822
E-501	1086	.62927
E-502	1205	.69822
E-503	1205	.69822
E-504	1086	.62927
E-505	1086	.62927
F-601	1462	.84714
F-602	1078	.62463
F-603	1078	.62463
F-604	1199	.69475
F-605	1199	.69475
F-606	1199	.69474
F-607	1462	.84714
G-701	1222	.70807
G-702	1222	.70807
G-703	1212	.70228
G-704	1212	.70228
G-705	1217	.70228
G-706	1222	.70807
G-707	1222	.70807
H-801	1078	.62463
H-802	1078	.62463
H-803	1078	.62463
H-804	1205	.69822
H-805	1205	.69822
H-806	1462	.84714

<u>UNIT NO.</u>	<u>TOTAL AREA SQUARE FOOTAGE</u>	<u>Z OWNERSHIP</u>
I-901	1462	
I-902	1222	.84714
I-903	1222	.70807
I-904	1072	.70807
I-905	1072	.62116
I-906	1072	.62116
I-907	1462	.62116
		.84714
J-1001	1086	
J-1002	1222	.62927
J-1003	1086	.70807
J-1004	1086	.62927
J-1005	1222	.62927
J-1006	1222	.70807
		.70807
K-1101	1462	
K-1102	1078	.84714
K-1103	1078	.62463
K-1104	1222	.62463
K-1105	1222	.70807
K-1106	1078	.70807
		.62463
L-1201	927	.53714
L-1202	927	.53714
L-1203	927	.53714
L-1204	927	.53714
L-1205	927	.53714
L-1206	927	.53714
L-1207	927	.53714
L-1208	927	.53714
M-1301	931	.53946
M-1302	931	.53946
M-1303	927	.53714
M-1304	927	.53714
M-1305	927	.53714
M-1306	927	.53714
M-1307	927	.53714
M-1308	927	.53714
M-1309	927	.53714
M-1310	927	.53714
M-1311	931	.53946
M-1312	931	.53946
N-1401	931	.53946
N-1402	931	.53946
N-1403	927	.53714
N-1404	927	.53714
N-1405	927	.53714
N-1406	927	.53714
N-1407	927	.53714
N-1408	927	.53714
N-1409	927	.53714
N-1410	927	.53714
N-1411	931	.53946
N-1412	931	.53946
O-1501	927	.53714
O-1502	927	.53714
O-1503	927	.53714
O-1504	927	.53714
O-1505	927	.53714
O-1506	927	.53714
O-1507	927	.53714
O-1508	927	.53714

PHASE I SUBTOTAL

117,735

<u>UNIT NO.</u>	<u>TOTAL AREA SQUARE FOOTAGE</u>	<u>% OWNERSHIP</u>
P-1601	1023	.59277
P-1602	1023	.59277
P-1603	1023	.59277
P-1604	1023	.59277
P-1605	1023	.59277
P-1606	1023	.59277
P-1607	1023	.59277
P-1608	1023	.59277
Q-1701	1023	.59277
Q-1702	1023	.59277
Q-1703	1075	.62290
Q-1704	1075	.62290
Q-1705	1023	.59277
Q-1706	1023	.59277
Q-1707	1023	.59277
Q-1708	1023	.59277
Q-1709	1075	.62290
Q-1710	1075	.62290
Q-1711	1023	.59277
Q-1712	1023	.59277
R-1801	1351	.78282
R-1802	1351	.78282
R-1803	1184	.68605
R-1804	1184	.68605
R-1805	1351	.78282
R-1806	1351	.78282
R-1807	1184	.68605
R-1808	1184	.68605
S-1901	1184	.68605
S-1902	1184	.68605
S-1903	1351	.78282
S-1904	1351	.78282
S-1905	1184	.68605
S-1906	1184	.68605
S-1907	1351	.78282
S-1908	1351	.78282
T-2001	1023	.59277
T-2002	1023	.59277
T-2003	1023	.59277
T-2004	1023	.59277
U-2101	1184	.68605
U-2102	1184	.68605
U-2103	1184	.68605
U-2104	1184	.68605
U-2105	1351	.78282
U-2106	1351	.78282
U-2107	1184	.68605
U-2108	1184	.68605
PHASE II SUBTOTAL	<u>54,846</u>	
GRAND TOTAL	<u>172,581</u> SQ. FT.	

EXPANDED PROJECT

PHASE I

All that certain 5.93122 acre tract of land situated in the P. W. Rose Survey, A-645, Harris County, Texas; being more particularly described by metes and bounds as follows:

BEGINNING at a 1" iron pipe located at the intersection of the Northeasterly line of Braesmain Drive, a 60 foot wide street and the West corner of that certain 45,613 square feet that was conveyed to Melvin Jackson as described in a deed recorded in Volume 6192, Page 181, Deed Records, Harris County, Texas;

THENCE North 40° 52' 30" West - 414.37 feet along the said Northeasterly line of Braesmain Drive to a 1" iron pipe for a point of curve;

THENCE along the said Northeasterly line of Braesmain Drive on a curve to the right, having a radius of 470.60 feet, a central angle of 8° 02' 23", a distance of 65.95 feet to a 1" iron pipe for a point on tangent being also the south corner of the Texaco Oil Co. site, being the same property described in a deed recorded in Volume 4636, Page 252, and Volume 4503, Page 162, Deed Records, Harris County, Texas;

THENCE North 49° 07' 30" East - 165.38 feet along the Southeasterly line of said Texaco Oil Co. site to a 1/2" iron rod for a corner; being also the East corner of Texaco site and the southwesterly line of that certain tract described in deeds recorded in Volume 4636, Page 252, Volume 3596, Page 144, and Volume 4503, Page 162, Deed Records, Harris County, Texas;

THENCE NORTH 40° 52' 30" West - 138.34 feet along the Northeasterly line of said Texaco site and along the said southwesterly line of Tract mentioned above to a 1/2" iron rod for a point on a curve; being also in the southeasterly line of South Braeswood;

THENCE in a Northeasterly direction along the said southeasterly line of South Braeswood along a curve to the left, having a radius of 653.88 feet a central angle of 22° 27' 57", a distance of 256.39 feet to a 5/8" iron rod for a point on tangent; being also in the northeasterly line of the E. H. Grant tract as described in a deed recorded in Volume 5055, Pages 46-47, Deed Records, Harris County, Texas;

THENCE South 40° 52' 30" East - 725.79 feet along the said northeasterly line of E. H. Grant tract to a 5/8" iron rod for a corner;

THENCE South 49° 07' 30" West - 202.23 feet along the southeasterly line of said E. H. Grant tract to a 1/2" iron rod for a corner; being also the south corner of said E. H. Grant tract, and the Northeasterly line of that certain tract conveyed to M. W. Jackson;

THENCE North 40° 52' 30" West - 103.85 feet along the southwesterly line of said Grant tract and the Northeasterly line of said Jackson tract to a 1/2" iron rod for corner; being also the north corner of said Jackson tract;

THENCE South 49° 07' 30" West - 222.50 feet along the northwesterly line of said Jackson tract to the PLACE OF BEGINNING; and containing 258,364 square feet or 5.93122 acres of land.

PEASE II

Field notes of a certain 2.64173 acre-tract of land out of the 13.8328 acre-tract of land conveyed unto Bayview Land Company recorded in Volume 1936, Page 498, Deed Records, Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1" iron pipe located in the southwesterly line of Braesmain Drive, a 60.0 foot wide street, and the east corner of that certain 5.780 square foot tract as described in a deed recorded in Volume 4626, Page 567 and Volume 4636, Page 252, Deed Records, Harris County, Texas;

THENCE along the southwesterly line of said Braesmain Drive with a curve to the left, having a radius of 530.0 feet and a central angle of $04^{\circ}01'42''$, a distance of 37.28 feet to a 1/2" iron rod for the PLACE OF BEGINNING;

THENCE continuing along said curve of Braesmain Drive, having a radius of 530.0 feet and a central angle of $14^{\circ}51'40''$, a distance of 137.47 feet to a 1/2" iron rod for a point of tangent;

THENCE $S 40^{\circ}52'30'' E$, continuing along the southwesterly line of said Braesmain Drive, a distance of 265.50 feet to a 1" square iron pipe for corner;

THENCE $S 49^{\circ}07'30'' W$, a distance of 445.18 feet (Called 445.23 feet) to a 1/2" iron rod in the southeast line of a 20.0 foot drainage easement for corner;

THENCE $N 00^{\circ}44'00'' W$, along the southeast line of said easement, a distance of 597.15 feet to a 5/8" iron rod for corner;

THENCE $N 84^{\circ}22'32'' E$, a distance of 95.58 feet to the PLACE OF BEGINNING and containing 115,074.0 square feet or 2.64173 acres of land.

THE 2600 SOUTH
BRAESWOOD CONDOMINIUMS
CERTIFICATE OF ANNEXATION
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

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025074 LST A PJ MZ/SB10.3

Vol. 110/74
Condo Rec.

FIRST AMENDMENT OF
CERTIFICATE OF ANNEXATION -
THE 2600 SOUTH BRAESWOOD CONDOMINIUMS

Reference is hereby made to that certain instrument entitled "Certificate of Annexation - The 2600 South Braeswood Condominiums" dated July 24, 1980, filed under Clerk's File No. G-615107, in the Official Public Records of Real Property of Harris County, Texas, and in Volume 110, Page 29, of the Condominium Records of Harris County, Texas (herein called the "Original Certificate");

WHEREAS, in executing the Original Certificate, the Declarant was, pursuant to the authority granted in Article XII of the Declaration, acting as agent and attorney-in-fact for the Owners of Residence Units in Phase I;

WHEREAS, clarification of such fact is hereby desired;

WHEREAS, in addition, a paragraph was inadvertently omitted from the Original Certificate;

NOW, THEREFORE, the above recital is hereby incorporated into the Original Certificate and a new paragraph to be designated as Paragraph 6 is hereby added to the Original Certificate, which new paragraph shall read as follows:

6.


The Owners of Residence Units in Phase I, by and through the Declarant, as agent and attorney-in-fact, hereby agree to this Certificate of Annexation, including the change of their Percentage Ownership Interests.

EXECUTED this the 25th day of July, 1980.

THE 2600 SOUTH BRAESWOOD CONDOMINIUMS

By 
Gerald W. Turboff
Authorized Agent

DECLARANT, OWNER OF RECORD TITLE TO
PHASE II, AND AGENT AND ATTORNEY-IN-
FACT FOR OWNERS OF RESIDENCE UNITS
IN PHASE I.

FILED
AUG 4 12 29 PM '80

COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to
Capital Title Co., Inc.
11401 Greenway Plaza Suite 100
Houston, Texas 77046

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared JERALD A. TURBOFF, Authorized Agent of THE 2600 SOUTH BRAESWOOD CONDOMINIUMS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

day of July 1984 HAND AND SEAL OF OFFICE, this the 29th



Jerald A. Turboff
Notary Public in and for
Harris County, Texas

THE 2600 SOUTH
BRAESWOOD CONDOMINIUM
FIRST AMENDMENT
CERTIFICATE OF ANNEXATION
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

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STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

AUG 5 1980



John L. ...
COUNTY CLERK,
HARRIS COUNTY, TEXAS