

W069875

CONDOMINIUM DECLARATION

FOR

09/10/02 300638052 W069875

\$150.00

RUTLAND CONDOMINIUMS

This Declaration is made and established on September 10, 2002, by Declarant (as herein defined);

RECITALS:

- A. Declarant is the fee simple owner of the Property.
- B. Declarant desires to create a Condominium pursuant to the provisions of the Act.
- C. Declarant intends hereby to establish a plan for the individual ownership of estates in real property consisting of Units and the appurtenant undivided interests in the Common Elements;

NOW, THEREFORE, Declarant does hereby submit the Property to the provisions of the Act and the Condominium established hereby, and does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are hereby established and shall be deemed to run with the Land and shall be a burden and benefit to Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns:

ARTICLE I.

Definitions

Section 1.1 **Terms Defined.** As used in this Declaration, the following terms shall have the meanings set forth below:

"**Access Easement**" means a perpetual, irrevocable and non-exclusive easement and right of access and entry to each Condominium Unit as may reasonably be necessary for (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, (ii) the making of emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit and (iii) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described herein and in the Bylaws.

"**Act**" means the Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"**Articles**" means the articles of incorporation of the Association filed with the Secretary of State of Texas, as duly amended from time to time.

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"**Declarant**" means Rutland Development, Ltd., whose address for notice is 83 West Racing Cloud Court, The Woodlands, Texas 77381, and any assignee of Declarant evidenced by written instrument filed for record in the Real Property Records of the County where the Land is located, assigning the rights, powers, privileges and/or prerogatives of Declarant hereunder.

"**Declarant Control**" means the period commencing on the date of this Declaration and continuing until the earlier to occur of the date which is (i) three (3) years from the date that a deed from Declarant to the Owner of the first Condominium Unit is recorded in the Real Property Records of the County where the Land is located or (ii) 120 days after the date that deeds to seventy-five percent (75%) of the Units have been recorded in the Real Property Records of the County where the Land is located.

"**Declaration**" means this Condominium Declaration for Rutland Condominiums, and all recorded amendments thereto, which Declaration, and all amendments thereto, shall be recorded in all counties in which any of the Land is located.

"**Development Rights**" means a right or combination of rights to: (i) add real property to the Condominium; (ii) create Units, General Common Elements, or Limited Common Elements within the Condominium; (iii) subdivide Units or convert Units into Common Elements; or (iv) withdraw real property from the Condominium.

"**Easements**" means collectively the Access Easement, the Vertical Access Easement, the Support Easement, the Common Elements Easement, the Utility Easement and the Parking Easement.

"**First Lien Indebtedness**" means any indebtedness secured by a first and prior lien or encumbrance upon a Condominium Unit.

"**First Mortgage**" means any Person which is the holder, insurer or guarantor of First Lien Indebtedness which has provided the Association with written notice of its name, address and the description of the Owner's Unit upon which it holds the First Lien Indebtedness.

"**General Common Elements**" means all portions of the Common Elements that are not Limited Common Elements.

"**Insurance Proceeds**" means any and all proceeds received by an Owner from an insurance company as a result of a casualty loss in connection with a Condominium Unit.

"**Improvements**" means all Buildings, pavement, fencing, landscaping, recreational facilities, plumbing, electrical and telephone lines and computer cables and man-made objects of every type, existing or placed on the Land.

"**Land**" means that certain lot, tract or parcel of land located in Harris County, Texas and more particularly described in **Exhibit A** attached to this Declaration, together with all and singular the rights and appurtenances pertaining thereto.

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"**Assessments**" means Monthly Assessments, Special Assessments and water and wastewater submetering charges described in Section 6.3, together with dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the Association by the owner of a Condominium Unit or levied against a Condominium Unit by the Association.

"**Association**" means Rutland Homeowners Association, Inc., a Texas non-profit corporation created for the purposes and possessing the rights, powers and authority set forth herein and in the Articles organized under the Act.

"**Board of Directors**" means the board of directors of the Association named in the Articles, and their successors as duly elected and qualified from time to time.

"**Building**" means any structure located on the Land, including all elements thereof exclusive only of elements otherwise within the definition of a Unit.

"**Bylaws**" means the bylaws of the Association initially adopted by the Board of Directors, as amended from time to time.

"**Common Elements**" means all portions of the Condominium, including both the General Common Elements (hereinafter defined) and the Limited Common Elements (hereinafter defined) and excluding only the Units.

"**Common Elements Easement**" means a perpetual, irrevocable and non-exclusive easement over the General Common Elements for ingress to and egress from an Owner's Unit, the exclusive right to use and enjoy the Limited Common Elements appurtenant to each Condominium Unit (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Condominium Unit), and the non-exclusive right to use and enjoy the General Common Elements.

"**Common Expenses**" means all costs and expenses, including allocations to the Working Capital Fund, reserves, or financial liabilities of the Association pursuant to the provisions of this Declaration, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

"**Condominium**" means the form of real property established by this Declaration with respect to the Property, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the owners of such remainder, and containing a maximum of 8 Units, 16 Parking Units, 1 Maintenance Unit and 1 Utility Unit.

"**Condominium Information Statement**" means the condominium information statement prepared by Declarant in accordance with the provisions of the Act.

"**Condominium Unit**" means a Unit, together with an undivided interest appurtenant to the Unit, in and to the Common Elements.

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"**Limited Common Elements**" means those portions of the Common Elements that are allocated by this Declaration and the Map for the exclusive use of one or more, but less than all of the Units.

"**Manager**" means any experienced and professional manager and/or management company with whom the Association contracts for the day-to-day management of the Property and/or the administration of the Association and the Condominium.

"**Map**" means the plats and plans described on **Exhibit B**, attached hereto and made a part hereof, including, without limitation, a survey plat of the Land and dimensional drawings that horizontally and vertically identify and describe the Units and the Common Elements (including without limitation the parking and storage areas) in the Condominium.

"**Monthly Assessment**" means the monthly assessment established pursuant to Section 6.1 of this Declaration by the Board of Directors to pay Common Expenses when due.

"**Owner**" means any Person (including Declarant) owning fee title to a Condominium Unit, but does not include any Person having an interest in a Condominium Unit solely as security for an obligation.

"**Parking Easement**" means a perpetual and irrevocable easement covering the parking area, as shown on the Map, for the purposes of maintenance, repair and security of and relating to such area.

"**Past Due Rate**" means the maximum lawful rate of interest under Texas law.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

"**Property**" means the Land and the Improvements.

"**Regulations**" means the rules and regulations of the Association initially adopted by the Board of Directors and relating to the appearance, use and occupancy of the Property, including exterior appearance, use and occupancy of the Units, as amended from time to time.

"**Rents**" means any and all rental or other income received by an Owner in connection with the leasing of an Owner's Condominium Unit.

"**Special Assessments**" means special assessments established by the Board of Directors under the provisions of Section 6.2 and Article VII of this Declaration from time to time as may be necessary or appropriate.

"**Special Declarant Rights**" means rights reserved for the benefit of Declarant to: (i) complete Improvements shown on the Map; (ii) exercise any Development Right; (iii)

maintain the sales, management and leasing offices and models described in Section 3.1(c) of this Declaration, as well as signs advertising the Units or the Condominium; (iv) use Easements through any Common Elements for the purpose of making improvements within the Condominium or the Property; or (v) appoint or remove any officer or board member of the Association during any period of Declarant control.

"**Support Easement**" means a perpetual and irrevocable easement for support of all foundations, footings, columns, girders, support beams and any and all other structural members that support, uphold or are a part of the Building.

"**Systems**" includes, but is not limited to all fixtures, equipment, pipes, lines, wires, computer cables, conduits and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, and audio and video signals.

"**Tenant**" means any Person having the right to occupy a Unit pursuant to a lease granted by an Owner.

"**Unit**" means a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Map) and includes (i) all Systems which exclusively serve such Unit and (ii) the finish materials, fixtures and appliances contained in the Unit, but excludes (x) any of the structural components of the Building in which such Unit is located and (y) Systems which serve more than one Unit, all as subject to and further described in Section 82.052 of the Act.

"**Utility Easement**" means a perpetual and irrevocable easement, as shown on the Map for utilities; provided, however, Declarant may, in addition to the rights to relocate set forth in Section 3.4 of this Declaration, record an easement agreement or easement relocation agreement in the Real Property Records of the County in which the Land is located, specifically locating or relocating the Utility Easement subsequent to the recording of this Declaration, and the Owner of each Condominium Unit, by acceptance of the deed to a Condominium Unit, hereby grants Declarant during the period of Declarant Control an irrevocable power of attorney (coupled with an interest) with full power and authority to locate and/or relocate the Utility Easement.

"**Vertical Access Easement**" means a perpetual and irrevocable easement for access to the Condominium through the stairways and elevators located within the Building to use and enjoy the stairways, the elevators, the elevator shafts, fire rooms, fire systems, fire and smoke alarms and lobbies.

"**Working Capital Contribution**" means an amount equal to the Monthly Assessment multiplied by three (3) to be contributed to the Association by each Owner or Declarant as provided in Section 9.3 of this Declaration.

Section 1.2 **Number and Gender.** Whenever the context requires, references in this Declaration to the singular number shall include the plural, and, likewise, the plural number shall include the singular, and words denoting gender shall include the masculine, feminine and neuter.

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(a) A Condominium Unit may be acquired and held by more than one Person in any form of ownership recognized by the laws of the State of Texas.

(b) Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Condominium Unit shall legally describe such Condominium Unit by its identifying Unit number and Building designation, followed by the words Rutland Condominiums, located in Harris County, Texas, with further reference to the recording data for this Declaration (including the Map and any amendments to the Declaration). Each such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Condominium Unit, and any such description shall be construed to include all incidents of ownership relating to a Condominium Unit.

Section 2.5 **Mortgage of Condominium Unit.** An Owner shall be entitled from time to time to mortgage or encumber a Condominium Unit by creating a lien covering the Condominium Unit under the provisions of a deed of trust, but any lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder which acquires a Condominium Unit through judicial foreclosure, public sale or any other means shall be subject to the terms and provisions of this Declaration, except as specifically provided to the contrary herein. An Owner which mortgages a Condominium Unit shall notify the Association, giving the name and address of said Owner's mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units", and shall notify an Owner's First Mortgagee, in writing, of any default by such Owner in the performance of such Owner's obligations as set forth in this Declaration not cured within sixty (60) days of the default if such Owner's First Mortgagee has requested such notice.

Section 2.6 **Alteration of Boundaries of Units.** If an Owner (including Declarant) or if two (2) or more Owners own Units which adjoin horizontally (on the same floor), such Owner or Owners shall have the right to relocate the boundaries between such adjoining Units by removing and relocating all or any part of any intervening partition, notwithstanding the fact that such partition may in whole or in part be a Common Element, so long as no portion of any bearing wall or bearing column is weakened or removed and no portion of any Common Element (other than the partition) is damaged, destroyed or endangered; provided, however, that the Owner or Owners shall have the right to relocate certain Common Elements which are located within the said partition (such as pipes, flues, conduits, shafts, vents, ducts, wiring and the like) so long as such relocation is performed in a good and workmanlike manner by a capable and experienced workman and such Common Elements are fully operational upon completion of such relocation. Notwithstanding the above, prior to the commencement of any such alterations, such Owner or Owners shall submit to the Board of Directors of the Association for its approval full and complete plans and specifications relating to such alterations. The Board of Directors may request such additional information as it deems necessary to evaluate the alteration request. Within a reasonable period of time following its receipt of the plans and specifications and all such other requested information, the Board of Directors shall provide to the Owner written acknowledgment of the Board of Directors receipt of the alteration request and the Board of Directors shall be deemed to have approved such plans and specifications if it fails to disapprove of such plans and specifications in writing within fifteen (15) business days after the Owner's receipt of the Board of Directors' written acknowledgment of receipt of the alterations request

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ARTICLE II.

General Provisions

Section 2.1 **Creation of Units; Map.**

(a) The Property is hereby divided into fee simple estates comprised of separately designated Units, and such Units' undivided interest in and to the Common Elements and each Unit, together with such Unit's undivided interest in the Common Elements is for all purposes a separate parcel of and estate in real property. Accordingly, each such separate parcel of and estate in real property shall be deemed to include the Common Elements Easement that is hereby granted and conveyed to each Owner by Declarant. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Declaration in the Real Property Records of the County in which the Land is located, and shall continue until this Declaration is revoked or terminated in the manner herein provided.

(b) The Map sets forth, *inter alia*, the following: (1) a general description and diagrammatic plan of the Condominium; (2) the location and dimension of all real property subject to Declarant's Development Rights; (3) all Improvements, including each Unit, showing its Building location, floor and Unit number and, by identifying Unit number as applicable, the Limited Common Elements appurtenant thereto; and (4) such other information as is desirable or required pursuant to Section 82.054 of the Act, including a certification as to compliance with Section 82.059 of the Act. The measurements set forth on the Map as to each Unit may not be precisely accurate as to any Unit due to variances in construction and interior floor plans. Declarant shall not be liable to any Owner as a result of any discrepancies in actual Unit measurements from those set forth on the Map, and each Owner, by accepting a deed to a Condominium Unit, waives any such claim or cause of action against Declarant.

Section 2.2 **Allocation of Interests in Common Elements.** The undivided interest of each Owner in and to the Common Elements shall be allocated based on the percentages set forth opposite the Unit numbers in Exhibit C attached hereto and made a part hereof. The Common Elements shall remain undivided.

Section 2.3 **Inseparability of Condominium Units; No Partition.** Each Condominium Unit, shall be inseparable, and shall be acquired, owned, conveyed, transferred, leased and encumbered only as an entirety. In no event shall a Condominium Unit held by more than one Owner be subject to physical partition and no Owner or Owners shall bring or be entitled to maintain, an action for the partition or division of a Condominium Unit or the Common Elements. Any purported conveyance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which such Common Elements is allocated is void.

Section 2.4 **Permissible Relationships; Description.**

which acknowledgment states that the request is complete. In such event, the Association shall cause an appropriate instrument of amendment to this Declaration to be prepared, executed and recorded in accordance with the provisions of Section 10.2 hereof. The instrument of amendment shall (i) contain such plats and floor plans as are necessary to show the boundaries between the Units involved, which shall be certified as to their accuracy by a registered architect or engineer, (ii) recite the occurrence of any conveyance between the Owners of the Units affected, (iii) specify any reasonable reallocation of the aggregate percentage ownership interest in the Common Elements pertaining to the Units affected, and (iv) specify any reallocation of parking spaces and/or storage areas appurtenant to either of the Units affected. The Association hereby agrees to cooperate reasonably with such Owner or Owners in effectuating such amendment to this Declaration, provided that all costs and expenses incurred by the Association in connection therewith including attorneys' fees shall be paid exclusively by such Owner or Owners. In the event any damage is caused to any bearing wall, Common Element (other than the partition), or another Owner's Residence as a result of an Owner's exercise of the rights granted hereunder, all such damage shall be repaired at the sole cost and expense of the Owner or Owners exercising such rights.

ARTICLE III.

Uses, Reservations and Restrictions

Section 3.1 **Permitted Use.**

(a) Except as hereinafter provided with respect to Units owned by Declarant, no Unit shall be used or occupied for other than single family residential purposes. Each Unit shall also be subject to limitations on use, occupancy, architectural standards and such other matters as are set forth in the Regulations.

(b) Units may be leased; however, no lease shall be made for transient or hotel purposes or for any term of less than one (1) year (except by a First Mortgagee following a foreclosure of liens securing First Lien Indebtedness), and no Owner shall lease less than an entire Unit. Any such lease shall be in writing, shall state that it is subject in all respects to the provisions of this Declaration, the Bylaws and the Regulations, and shall provide that any failure by the Tenant thereunder to comply with the terms and provisions of this Declaration, the Bylaws or the Regulations shall be and constitute a default under such lease. A copy of each lease shall be submitted to the Association promptly following execution.

(c) At all times while Declarant is the Owner of any Unit, Declarant may (i) maintain a management office, sales office, models and other sales facilities in the Units or (ii) operate within the Condominium a sales, leasing or management office which is not located within a Unit, in which event such office shall be a Common Element subject to the exclusive use of Declarant. Declarant may, upon prior written notice to all Owners, change the location of any Units used as offices or models, but may not increase the size or number of such Units except by amendment of this Declaration.

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(d) Owners, acting collectively or individually, shall have the right to maintain actions against the Association for the failure to comply with the provisions hereof or to perform its duties and responsibilities hereunder or for any other purpose permitted by law.

Section 3.2 Further Use Requirements. Each Owner shall maintain the Unit held by such Owner in a safe, clean and sanitary condition, and shall not maintain at such Unit, nor permit such Unit or the Limited Common Elements appurtenant thereto to become, a public or private nuisance.

Section 3.3 Compliance with Declaration, Bylaws and Regulations. Each Owner, by accepting or possessing title to a Condominium Unit and any Tenant having the right to occupy any Condominium Unit pursuant to a lease granted by an Owner, automatically shall be deemed to have agreed to comply strictly with the provisions of this Declaration, the Bylaws and the Regulations. A failure or refusal to so comply with the provisions of any such instrument, after written notice, shall be grounds for an action to recover damages or sums due, with interest thereon at the highest lawful rate, or for injunctive relief, or both, and for reimbursement of all attorneys' fees incurred in connection therewith, which action shall be maintainable by the Board of Directors or the Manager in the name of the Association on behalf of all of the Owners or, in a proper case, by an aggrieved Owner. In addition, an Owner's voting rights in the Association and Owner or Owner's lessee's right to use and enjoy the General Common Elements may be written notice be suspended by the Association during the period of such noncompliance.

Section 3.4 Reservations by Declarant. To the extent and only if permitted by the Act, and at all times while Declarant owns any Unit or any other real property interest in the Condominium or for such lesser time as may be permitted by the Act, Declarant reserves, as a part of the Special Declarant Rights, the following rights: (i) to make and record corrections to the Map to conform the same to the actual location of the Improvements, the actual size and location of the Units and/or the proper designation of the elements of the Improvements as Units, General Common Elements or Limited Common Elements; (ii) to establish, vacate, relocate and use the Easements as set forth in this Declaration; provided, however, that no modification of any Easement shall have the effect of altering or destroying a Unit or a Limited Common Element unless consented to by the Owner of such Unit, or by the Owner to whose Unit such Limited Common Element is appurtenant, as well as by the First Mortgagee of any such Unit; (iii) to include, in any instrument initially conveying a Condominium Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Association; (iv) have and use an Easement over, under and across any and all of the Common Elements to the extent that same may be necessary or useful in constructing, repairing or completing the Condominium Units or as may be reasonably necessary for the exercise of any Special Declarant Rights or the performance of any obligations of Declarant; and (v) exercise any Development Right.

Section 3.5 Easements. Declarant hereby reserves the Access Easement and Utility Easement for the benefit of all Owners, the Association and its agents, employees and representatives, including the Manager and the Manager's agents and employees, and each Owner shall by virtue of this Declaration, accept the deed to such Owner's Unit subject to the Access Easement, the Utility Easement and the Parking Easement. Declarant hereby reserves for

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ARTICLE V.

Maintenance, Alterations, Insurance, Taxes and Utilities

Section 5.1 Maintenance.

(a) Each Owner shall be responsible for and shall maintain and repair, at the Owner's sole cost and expense, the Owner's Unit (including, without limitation, all Systems that serve only or are a part of the Owner's Unit, fixtures and appliances therein contained, and all interior Unit doors and interior windows [but not exterior doors or exterior windows which shall be maintained and replaced by the Association] and the replacement thereof, including but not limited to hardware and glass). No Owner shall be required to directly pay the cost and expense of structural repairs to the Owner's Unit or to the Common Elements unless necessitated by the willful or negligent misuse thereof by the Owner, the occupants or the invitees of such Owner's Unit, in which event such costs and expenses shall constitute the sole obligation of the Owner, whose occupants and/or invitees were guilty of such willful or negligent misuse. Any maintenance and repair work done by or at the request of an Owner shall be done in a good and workmanlike manner using materials of equal or better quality than the materials removed, and shall be done in such a manner as not to impair the structural soundness or integrity or to alter the exterior appearance of any Building or Owner's Unit. In the event an Owner fails to discharge the Owner's maintenance obligations hereunder, the Association shall be entitled (but not obligated) to cause such work to be done, and the cost and expense thereof shall be and constitute a lien upon such Owner's Unit which lien may be enforced in the same method as is provided for the enforcement of assessment liens pursuant to the provisions of Section 6.5 of this Declaration. Damage to the interior of any Unit resulting from such maintenance, repair and replacement activities by the Association, whether by reason of an emergency or otherwise, shall constitute a Common Expense and be payable by the Association; provided, however, that if such maintenance, repairs or replacements are the result of the misuse or negligence of an Owner, then such Owner shall be responsible and liable for all such damage.

(b) All Common Elements shall be maintained by the Association, the cost and expense of which shall constitute a Common Expense and be payable by the Association. The Association shall maintain in good condition and repair the Common Elements (excepting only maintenance of those portions of the Systems that serve only or are part of an individual Owner's Unit), and shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments rather than by extraordinary Special Assessment. Subject to the provisions of Section 5.3(d) to this Declaration, nothing herein shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Elements caused by the negligence or misconduct of Owner or Owner's occupants or invitees.

(c) The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which

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the benefit of each Owner, the Common Elements Easement and declares that by virtue of this Declaration the Common Elements shall be subject to the Common Elements Easement. Each Owner shall provide the Association with a key to such Owner's Unit which may be used in such Owner's absence for Access Easement purposes.

Section 3.6 Encroachments. If as a result of the original construction, reconstruction, repair, shifting or settlement, any portion of the Common Elements encroaches upon a Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of same is hereby granted and conveyed to the Association by each Owner at the time each Condominium Unit is conveyed to the Owner. If as a result of the original construction, reconstruction, repair, shifting or settlement, any portion of a Unit encroaches upon the Common Elements, or upon any adjoining Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of same is hereby granted to the Owner of such Unit. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

Section 3.7 Mechanic's Liens; Indemnification. No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner, Owner's agents or representatives, shall be the basis for the filing of a lien against an Owner's Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liabilities and obligations arising from the claim of any lien against an Owner's Unit of such other Owners or the Common Elements.

ARTICLE IV.

Matters Regarding the Association

Section 4.1 General. The Association has been incorporated as a nonprofit corporation under the Texas Nonprofit Corporation Act. In addition to the powers conferred on the Association under the Bylaws and hereunder, the Association may take all actions authorized by Section 82.102 of the Act. Any and all actions taken by the Association pursuant to this Declaration, the Act and the Bylaws is binding on all Owners. This Declaration does not provide for any limitations or restrictions on the power of the Association or the Board.

Section 4.2 Allocation of Votes in the Association. Each Owner shall automatically be a member of the Association, and shall possess a vote with respect to each Condominium Unit owned by such Owner equal in weight to such Owner's undivided interest in and to the General Common Elements as set forth as each Unit's percentage of General Common Elements on Exhibit C attached to this Declaration. All voting rights of an Owner may be suspended during any period that such Owner is delinquent in the payment of any Assessment duly established pursuant to Article VI or Article VII, or otherwise in default under the terms of this Declaration, the Bylaws or the Regulations. Any matter described herein as requiring approval by a stated percentage or a majority of the Owners shall mean a stated percentage or a majority of the Owners shall mean a stated percentage or a majority of the Owners then eligible to vote.

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the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner or occupants of any Unit or such Owner's tenant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner or occupant for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(d) If a dispute shall arise among Owners as to the proper party to bear a maintenance cost or expense, the Board of Directors shall be entitled to resolve such dispute; provided, however, that nothing herein shall be deemed or construed as limiting an Owner's right to have the provisions of this Section interpreted by a court of competent jurisdiction; provided further, however, that any such cost or expense so disputed shall be paid in accordance with the determination of the Board of Directors pending final judgment in any such legal proceedings.

Section 5.2 Alterations. No Owner shall be entitled to alter, add to or improve the Owner's Unit, or the Limited Common Elements appurtenant thereto, in a manner that may or might reasonably be expected to affect the structural soundness, integrity, or the exterior appearance of any of the Improvements, any building system that services more than one Unit, or any warranty in favor of the Association, without the prior written consent of the Association and in compliance with all Regulations established by the Association. No Owner may alter the size or location of any parking spaces designated as Limited Common Elements without the prior written consent of the Association. Further, no Owner shall be entitled to make any alteration, addition or improvement to a Limited Common Element appurtenant to more than Owner's Unit unless the prior written approval of all Owners having an interest therein is obtained. Any alterations, additions and improvements made pursuant to this Section shall be made at the individual cost and expense of the Owner having an interest in the Unit or Limited Common Element so altered, added to or improved.

Section 5.3 Insurance.

(a) Commencing upon the first conveyance of any Unit to an Owner other than Declarant, the Association shall obtain and maintain, as a Common Expense, insurance coverage required pursuant to Section 82.111 of the Act and such additional coverage as the Association deems appropriate.

(b) Insurance policies shall provide that:

- (1) each Owner is an insured person under such policies with respect to liability arising out of the Owner's ownership of an undivided interest in the Common Elements or membership in the Association;
- (2) insurance trust agreements will be recognized;
- (3) any right of subrogation of the issuer of the insurance against individual Owners is waived;

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(4) the coverage of the policy is not prejudiced by any act or omission of an individual Owner to the extent that such act or omission is not within the collective control of all Owners;

(5) such policy is primary insurance if at the time of a loss under the policy any Owner has other insurance covering the same property covered by the Policy;

(6) no action or omission by any Owner, unless validly exercised on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(7) the policy may not be cancelled, nor may renewal be refused, except after thirty (30) days prior written notice to the Association; and

(8) such policy will not lapse, be canceled or modified except after fifteen (15) days' prior written notice to the Association and to each First Mortgagee listed as such in such insurance policy.

(c) Each First Mortgagee shall be reflected as a loss payee on insurance policies carried by the Association. The Manager shall be reflected as additional insured on any commercial general liability insurance policy carried by the Association.

(d) The Board of Directors shall have the express authority, on behalf of the Association, to name as insured an authorized representative, including any trustee (or successor thereto) with whom the Association has entered into any insurance trust agreement, which shall have exclusive authority to negotiate losses under any policy providing the property or liability insurance required to be provided herein.

(e) By acceptance of a deed to a Condominium Unit, each Owner shall be deemed to have irrevocably appointed the Association (which appointment shall be deemed a power coupled with an interest), together with any insurance trustee, successor trustee or authorized representative designated by the Association, as such Owner's attorney-in-fact for the purpose of purchasing and maintaining the insurance required hereunder as well as for submission of and adjustment of any claim for loss, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose and the Association or such trustee, successor trustee or authorized representative must receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Owners and the First Mortgagees as their interests may appear based on the fair market value of the interests damaged or destroyed. Any proceeds paid under such policy shall be disbursed first for the repair or restoration of any damaged Common Elements and Units, and no Owner or First Mortgagee or other lienholder shall receive payment of any portion of such proceeds unless a surplus remains after the Condominium has either been completely restored or the Condominium has been terminated.

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management of the Property, and the administration of the Association and the Condominium established hereby, including an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements. No consent or approval of the Owners shall be required for the establishment of the Monthly Assessments. Collection of Monthly Assessments, as to each Owner, shall commence upon the acquisition by such Owner of title to Owner's Condominium Unit. Until such time as Declarant Control of the Condominium shall have terminated, the Association reserve funds may not be used for payment of operating expenses of the Condominium.

(b) Thirty (30) days prior to the commencement of each fiscal year of the Association, the Board of Directors shall prepare and deliver to each of the Owners a budget setting forth the anticipated Common Expenses for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred, and shall be accompanied by a statement setting forth each Owner's monthly share thereof and the date as of which such Monthly Assessment commences to be payable. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Monthly Assessment payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein shall in no event excuse or relieve an Owner from the payment of the Monthly Assessments contemplated hereby. Any budget prepared and delivered to the Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of an Owner's Monthly Assessment changed to correspond therewith. If the proposed budget for a fiscal year increases more than five percent (5%) above the budget for the preceding fiscal year, such budget must be approved by the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the votes allocated by the Declaration.

Section 6.2 Special Assessments. In addition to the Monthly Assessments contemplated by Section 6.1, the Association shall possess the right, power and authority to establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay non-recurring Common Expenses relating to the proper maintenance, care, alteration, improvement, operation and management of the Property, and the administration of the Association and the Condominium established hereby. Except as contemplated by Article VII, no consent or approval of the Owners shall be required for the establishment of a Special Assessment as contemplated by this Section, except for any Special Assessment relating to the alteration or improvement of any element of the Property, which must be approved by the affirmative vote of those Owners holding not less than seventy-five percent (75%) of the votes allocated by this Declaration at a meeting of the Association duly called for purposes of considering same.

Section 6.3 Obligation to Pay Assessments. Each Owner shall be personally obligated to pay Owner's share (i.e., in accordance with Owner's undivided interest in and to the Common Elements as set forth in Exhibit C) of all Assessments duly established pursuant to this Article and Article VII. Unpaid Assessments due as of the date of the conveyance or transfer of a Condominium Unit shall not constitute a personal obligation of a new Owner (other than a new Owner's pro rata share of any reallocation thereof); however, the old Owner shall continue to be personally liable for such unpaid Assessment. No Owner shall be entitled to exemption from

(f) The Association shall be entitled to obtain and maintain such additional insurance coverages hereunder as the Board of Directors may deem necessary or appropriate. The premiums for all insurance coverages maintained by the Association pursuant to this Section shall constitute a Common Expense and be payable by the Association.

(g) An Owner shall be responsible for obtaining and maintaining, at Owner's sole cost and expense, insurance covering all alterations, additions, betterments and improvements to Owner's Unit and all other personal property located at the Owner's Unit or constituting a part thereof. Nothing herein shall be deemed or construed as prohibiting an Owner, at Owner's sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as he may deem necessary or appropriate.

Section 5.4 Taxes. Declarant shall give written notice to the appropriate taxing authorities of the creation of the Condominium established hereby, and each Condominium Unit shall be subject to separate assessment and taxation. Each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions lawfully levied or assessed with respect to such Owner's Unit. Any taxes, assessments or other governmental impositions lawfully levied or assessed with respect to the Property not separately billed to the Owners shall constitute a Common Expense and be payable by the Association.

Section 5.5 Utilities. Each Owner shall be responsible for and shall pay all gas, electricity and water charges relating to such services used or consumed at or with respect to the occupancy of the Owner's Unit, to the extent such charges are separately metered by the respective utility companies. Any utility charges not so separately metered, and charges relating to such services used in connection with the use and maintenance of the Common Elements, shall constitute a Common Expense and be payable by the Association.

ARTICLE VI.

Assessments

Section 6.1 Monthly Assessments; Budget.

(a) The Association shall possess the right, power, authority and obligation to establish a regular monthly assessment sufficient in the judgment of the Board of Directors to pay all Common Expenses when due. Such Monthly Assessments so established shall be payable by the Owners on the first day of each calendar month, and shall be applied to the payment of charges for which the Association is responsible, including, without limitation, charges relating to maintenance and repair of elements of the Property not the responsibility of the Owners, care of the Common Elements, casualty, public liability and other insurance coverage's required or permitted to be maintained by the Association, governmental impositions not separately levied and assessed, utilities relating to the Common Elements or not separately metered, professional services, such as management, accounting and legal, and such other costs and expenses as may reasonably relate to the proper maintenance, care, operation and

liability for Owner's obligation to pay such Assessments by waiver of the use and enjoyment of the Common Elements, by an abandonment of Owner's Unit or by any other action whatsoever. Any Assessment not paid within fifteen (15) days of the date due shall bear interest at the Past Due Rate, and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the county where the Land is located. It shall be the responsibility of the Board of Directors to collect any such delinquent Assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where required, the Owner's First Mortgagee.

Section 6.4 Lien to Secure Payment of Assessments. Declarant hereby reserves and assigns to the Association a lien, pursuant to the provisions of Section 82.113 of the Act, against each Unit, the Rents, if any, payable to the Owner of any Unit and Insurance Proceeds received by the Owner of any Unit to secure the payment of all Assessments, which lien shall be and constitute a lien and encumbrance, in favor of the Association, upon such Owner's Unit, the Rents, and any Insurance Proceeds. The liens established herein shall be prior and superior to all other liens and encumbrances subsequently created upon such Unit, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of First Lien Indebtedness (provided such lien was recorded prior to the date on which the assessment became delinquent) and the liens for unpaid taxes, assessments and other governmental impositions. The liens and encumbrances created herein may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Unit of a defaulting Owner; such sale to be conducted in the manner set forth in Texas Property Code Section 51.002 (as now written or as hereafter amended). The Owner of each Unit, by acquisition of such Unit grants to the Association a power of sale in connection with the Association's liens. By written resolution, the Board of Directors may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of sale on behalf of the Association. The Association may bid for and purchase the Unit, as a Common Expense, at any such foreclosure sale. The foreclosure by a First Mortgagee of a Unit in order to satisfy First Lien Indebtedness will extinguish the subordinate lien for any Assessments which became payable prior to the date of such foreclosure sale.

Section 6.5 Commencement of Obligation to Pay Assessments. Each Owner, other than Declarant, shall be obligated to commence payment of all Assessments against Owner's Unit on the date the Unit is conveyed to the Owner. If such date is other than the first day of a month, then such Owner shall be obligated to pay only a pro rata share of the Assessment against such Unit based on the number of days during such month that the Owner will hold title to the Unit. Prior to the commencement of the initial Monthly Assessment, Declarant shall pay all Common Expenses of the Condominium (excluding portions thereof allocable to reserves); provided, however, nothing contained herein shall prevent Declarant from collecting from the purchaser of a Unit at closing any expenses, such as taxes or insurance, that Declarant may have prepaid on behalf of the Unit being purchased. Declarant shall be obligated to commence payment of all Assessments against Units owned by Declarant sixty (60) days following the first conveyance of a Condominium Unit by Declarant to an Owner. If such date is other than the first day of a month, then Declarant shall be obligated to pay only a pro rata share of the Assessments against such Units based on the number of days remaining during such month.

Section 6.6 Redemption by Owner. The Owner of a Unit purchased by the Association, at a foreclosure sale of the Association's lien for Assessments, may redeem the Unit not later than the ninetieth (90th) day after the date of the foreclosure sale. To redeem the Unit, the Owner must pay to the Association all amounts due the Association at the time of the foreclosure sale, interest from the date of foreclosure sale to the date of redemption at the Past Due Rate, reasonable attorneys' fees and costs incurred by the Association in foreclosing the lien, any Assessment levied against the Unit by the Association after the foreclosure sale, and any reasonable costs incurred by the Association, as Owner of the Unit, including costs of maintenance and leasing. Upon redemption, the Association shall execute a deed to the redeeming Owner of the Unit. The exercise of the right of redemption is not effective against a subsequent purchaser or lender for value without notice of the redemption after the redemption period expires unless the redeeming Owner of the Unit records the deed from the Association or an affidavit stating that the Owner has exercised the right of redemption. A Unit that has been redeemed remains subject to all liens and encumbrances on the Unit before foreclosure. All Rents collected from the Unit by the Association from the date of foreclosure sale to the date of redemption belong to the Association, but the Rents shall be credited against the redemption amount. If the Association purchases a Unit at a sale foreclosing the Association's lien, the Association may not transfer ownership of the Unit during the redemption period to a person other than a redeeming Owner.

Section 6.7 Notice of Default. If the Owner of a Unit defaults in the Owner's monetary obligations to the Association, the Association may notify other lienholders of the default and the Association's intent to foreclose its lien. The Association shall notify any holder of a recorded lien or duly perfected mechanic's lien against a Unit which has given the Association a written request for notification of the Owner's monetary default or the Association's intent to foreclose its lien.

Section 6.8 Alternative Actions. Nothing contained in this Declaration shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

ARTICLE VII.

Loss and Obsolescence

Section 7.1 Loss or Damage. The following provisions shall govern in the event the Improvements, or any part thereof, are damaged or destroyed by fire or other casualty:

(a) Prompt written notice of any such substantial damage or destruction shall be given to all First Mortgagees.

(b) The Association promptly shall proceed with the full restoration and repair of such damage or destruction unless (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) at least eighty percent (80%) of Owners (including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired) vote to not rebuild;

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shall be received, held and applied for and on account of the Owners as provided in Section 7.1(d).

Section 7.5 Association as Attorney-in-Fact. By acceptance or possession of title to a Condominium Unit, each Owner hereby irrevocably makes, constitutes and appoints the Association, and each and every of its successors in interest hereunder, as Owner's true and lawful attorney-in-fact, for and in Owner's name, place and stead, upon the damage or destruction of the Property, or any part thereof, or upon any determination by the Owners made pursuant to this Article, to take any and all actions, and to execute and deliver any and all instruments, as the Board of Directors may, in their sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article, hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article as aforesaid, including, without limitation, the power and authority to make and settle claims under any insurance policies maintained by the Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Section 7.3), to contract for and with respect to a sale of the Property (to the extent contemplated by Section 7.1(c)(ii) or authorized as contemplated by Section 7.4), and to execute and deliver all instruments necessary or incidental to any such actions.

ARTICLE VIII.

Condemnation

Section 8.1 General Provisions. If all or any part of the Property is taken or threatened to be taken by eminent domain or by action in the nature of eminent domain (whether permanent or temporary) the Board of Directors and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board of Directors shall give such notice as it receives of the existence of such proceeding to all Owners and to all First Lien Mortgagees which have requested such notice. The expense of participation in such proceedings by the Board of Directors shall be borne as a Common Expense. The Board of Directors is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board of Directors 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 of Directors, acting as trustee, and such damages or awards shall be applied or paid as hereinafter provided. Any restoration or repair of the Property following a partial condemnation shall be performed in accordance with the provisions of this Declaration and shall follow, as nearly as possible, the original plans and specifications for the Property, unless otherwise approved by all First Mortgagees.

Section 8.2 Taking of One Unit. In the event of any taking of a Unit or a part thereof by eminent domain or sale or other transfer in lieu thereof if an Owner shall vacate and abandon

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(c) The amount by which such restoration and repair costs exceed collectible insurance proceeds shall be and constitute a Special Assessment payable by the Owners within thirty (30) days of the date notice of such Special Assessment is delivered to the Owner by the Association;

(d) Any excess insurance proceeds remaining after such restoration and repair, or any insurance and/or sales proceeds available absent such restoration and repair, shall be received and held in trust by the Association in separate accounts for each Owner according to each Owner's individual interest in the General Common Elements as set forth in Exhibit C, and be applied, without contribution from one such account to another, as follows:

(i) first, to the payment of any taxes and special assessment liens or other governmental impositions in favor of any assessing entity having authority with respect to such Owner's Unit;

(ii) second, to the payment of the balance of the First Lien Indebtedness of such Owner;

(iii) third, to the payment of any delinquent Assessment with respect to such Owner's Unit; and

(iv) the balance, if any, to such Owner or such other parties as shall be entitled thereto.

Section 7.2 Matters Relating to Restoration and Repairs. Any restoration and repair work undertaken by the Association pursuant to Section 7.1 shall be performed in a good and workmanlike manner with a view to restoring the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Association be responsible for restoring, repairing or replacing any improvements to a Unit made by an Owner, or the contents located in such Owner's Unit. All such restoration and repair work, whether done by the Association or an Owner, shall be effected in a manner so as to observe all vertical and horizontal Unit boundaries existing prior to such damage or destruction.

Section 7.3 Obsolescence of Common Elements. If the Owners holding not less than seventy-five percent (75%) of the allocated votes shall vote, at a meeting of the Association duly called for purposes of considering same, that the Common Elements, or any part thereof, including those Limited Common Elements consisting of Systems which serve only, or are a part of, individual Units are obsolete the Association promptly shall proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose, and the cost thereof shall be and constitute a Special Assessment payable by all Owners within thirty (30) days of the date notice of such Special Assessment is delivered to them by the Association.

Section 7.4 Obsolescence of the Property. If the Owners holding not less than one hundred percent (100%) of the allocated votes shall determine, at a meeting of the Association duly called for purposes of considering same, that the Property is obsolete, the Association, after first obtaining the written consent of the First Mortgagees of sixty-seven percent (67%) of the Units, promptly shall proceed with the sale thereof in its entirety. Any proceeds from such sale

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a Unit by virtue of such taking, the Owner and any First Mortgagee of Owner shall be entitled to the award for such taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired and, after payment thereof, such Owner and Owner's mortgagee shall be divested of all interest in the Property. If any repair or rebuilding of the remaining portions of the Property is required as a result of such taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners owning a majority interest in the Common Elements either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, nor shall be undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to proportionately readjust the percentages of ownership of the remaining Owners based upon a continuing total ownership of the Property of one hundred percent (100%) and such amendment shall be duly recorded.

Section 8.3 Taking of Common Elements. If an action in eminent domain is brought to condemn a portion of the Common Elements together with or apart from any Unit, the Board of Directors, 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 such taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for any Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be held by the Board of Directors, acting as trustee for each Owner, or Owner's mortgagee or mortgagees, as their interests shall appear, in proportion to such Owner's percentage interest in the Common Elements except that the portion of any such award attributable to the condemnation of a Limited Common Element shall be allocated among the Owners of the Units served by such Limited Common Elements, as such Owner's interests existed in the Limited Common Elements condemned. The Board of Directors 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 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 Map attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners and duly recorded.

Section 8.4 Taking of Several Units. In the event that such eminent domain proceeding results in the taking of all or part of those Units comprising less than two-thirds (2/3) of the Project, then the damage and awards for such taking shall be determined for each Unit and the following shall apply:

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

(b) The Board of Directors shall determine whether it is reasonably practicable to operate the remaining Units of the Property including those damaged Units which may be habitable as a condominium project in the manner provided in this Declaration.

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(c) If the Board of Directors determines, with the consent of the First Mortgagees of fifty-one percent (51%) of the Units, that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable as a condominium project, then the Property shall be deemed to be regrouped and merged into a single estate owned jointly in the undivided interest by all owners, as tenants-in-common, in the percentage interests previously owned by each Owner in the Common Elements.

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

(e) If the entire Property is taken, or two-thirds (2/3) or more of the Units is taken or damaged by such taking, all damages and awards shall be held for the accounts of all Owners, and their mortgagees, as their interests shall appear, as provided herein, in proportion to their percentage interests in the Common Elements and this Condominium shall terminate upon such payment. Upon such termination, the 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 interest previously owned by each Owner in the Common Elements.

Section 8.5 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 of Directors, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgage instruments duly perfected; thirdly, to the payment of any Assessments charged to or made against the Unit and unpaid; and finally to the Owner.

ARTICLE IX.

Development Period

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contribution of working capital to the Association and shall not be considered as an advanced payment of Monthly Assessments.

ARTICLE X.

Miscellaneous

Section 10.1 Revocation or Termination of Declaration. This Declaration may be revoked or the Condominium established hereby may be terminated, but only by an instrument in writing, duly approved, executed and acknowledged by those Owners holding not less than ninety percent (90%) of the votes allocated by this Declaration and not less than one hundred percent (100%) vote of First Mortgagees. Any such instrument of revocation or termination shall be duly filed of record in the county in which the Property is located. If the Property is to be sold upon termination, the agreement effecting such termination shall also set forth the terms of such sale and comply with the provisions of Section 82.068(c) of the Act.

Section 10.2 Amendment to Declaration. This Declaration may be amended at a meeting of the Owners at which the amendment is approved by those Owners holding not less than seventy-five percent (75%) of the allocated votes and by the vote of not less than fifty-one percent (51%) of the First Mortgagees. Such amendment shall be evidenced by a written instrument executed and acknowledged by an officer of the Association on behalf of the consenting Owners and by the consenting First Mortgagees and filed of record in the county in which the Property is located. Any such amendment so effected shall be binding upon all of the Owners, provided however that except as permitted or required by the Act, no such amendment shall (a) create or increase Special Declarant Rights, (b) increase the number of Units, (c) change the boundaries of a Unit (except as permitted by Section 2.6 of this Declaration), (d) alter or destroy a Unit or Limited Common Element (except as permitted by Section 2.6 of this Declaration); or (e) change the use restrictions on a Unit unless such amendment has been consented to by one hundred percent (100%) of the votes of the Association. The Association shall give each First Mortgagee written notice of any proposed action or amendment which pursuant to the provisions hereof require the approval of First Mortgagees. Notwithstanding the foregoing, no such amendment shall become effective unless approved by Declarant if Declarant still owns one or more Units and the amendment would, in Declarant's reasonable determination, (1) increase or otherwise modify Declarant's obligations; (2) reduce or modify any Special Declarant Rights; or (3) materially inhibit or delay Declarant's ability to complete the Property or to convey any portion thereof owned by Declarant.

Section 10.3 Partial Invalidation. In the event any provision of this Declaration, the Bylaws or the Regulations shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall in no wise impair or affect the validity or enforceability of the remainder of such instruments.

Section 10.4 Conflicts. In the event any of the provisions of this Declaration, the Bylaws or the Regulations shall be in conflict with the provisions of the Act or the Texas Non-Profit Corporation Act, the provisions of such statutes shall control. In the event that a conflict exists between the provisions of this Declaration and the Bylaws, the provisions of this Declaration shall control.

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Section 9.1 Initial Directors. The Board of Directors shall be initially established by Declarant as set forth in the Bylaws.

Section 9.2 Period of Declarant Control.

(a) Except as is provided in Sections 9.2(b) and 9.2(c) hereinbelow, Declarant shall have the right to appoint and remove members of the Board of Directors during the period of Declarant Control. If Declarant voluntarily surrenders control prior to the termination of the period of Declarant Control, Declarant may require that specified actions of the Board of Directors be subject to Declarant approval until the expiration of the period of Declarant Control.

(b) Not later than sixty (60) days after Declarant has conveyed to Owners other than Declarant title to twenty-five percent (25%) of the Units in the Property, the Board of Directors shall appoint two (2) advisory directors which shall be Owners (other than Declarant or its employees) each of whom must reside in their Units on a permanent basis. Such advisory directors shall attend all meetings of the Board of Directors (but shall not be permitted to vote thereat) and shall perform such duties and shall assume such obligations as may be delegated by the Board of Directors.

(c) Not later than one hundred twenty (120) days after Declarant has conveyed title to fifty percent (50%) of the Units in the Property, an election shall be held by the Association, pursuant to the Bylaws, for the election of not less than one-third of the members of the Board of Directors. The term of the advisory directors shall expire at the meeting at which such newly elected members of the Board of Directors take office.

Section 9.3 Working Capital Contributions.

(a) Each Owner shall, at the time he purchases a Condominium Unit from Declarant, contribute an amount to the Association equal to the Working Capital Contribution. Such amount shall be a contribution of working capital to the Association and shall not be considered as an advance payment of Monthly Assessments.

(b) Notwithstanding the foregoing, Declarant shall, at the conclusion of one hundred twenty (120) days following the conveyance of the first Condominium Unit to an Owner make the Working Capital Contribution on behalf of each Condominium Unit which is then still owned by Declarant.

(c) Anyone purchasing a Condominium Unit from Declarant after Declarant has made the Working Capital Contribution with respect to such Condominium Unit, shall at the time of such purchase, in lieu of the obligation set forth in subparagraph (a) hereof, reimburse Declarant for the Working Capital Contribution which it made on behalf of such Condominium Unit.

(d) Any purchaser of a Condominium Unit from an Owner other than Declarant shall contribute an amount to the Association equal to one-half (1/2) of the Working Capital Contribution at the time of purchase. Such amount shall be a

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Section 10.5 Captions and Exhibits. Captions used in the various articles and sections of this Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Declaration.

Section 10.6 Usury. It is expressly stipulated that the terms of this Declaration and the Bylaws shall at all times comply with the usury laws of the State of Texas. If such laws are ever revised, repealed, or judicially interpreted so as to render usurious any amount called for hereunder or under the Bylaws or contracted for, charged or received in connection with any amounts due hereunder or under the Bylaws, or if the Association's exercise of any provisions hereof or of the Bylaws results in any party having paid any interest in excess of that permitted by applicable law, then it is the Association's and/or Declarant's express intent that all excess amounts theretofore collected by the Association be credited on the principal balance of any indebtedness (or, if the indebtedness has been paid in full, refunded to the payer), and the provisions of this Declaration and the Bylaws immediately be deemed reformed and the amounts thereafter collected be reduced, without the necessity of execution of any new document, so as to comply with then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

Section 10.7 Use of Number and Gender. Whenever used herein, and unless the context shall otherwise provide, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

Section 10.8 Governing Law. THIS DECLARATION AND THE BYLAWS, ARTICLES, AND RULES AND REGULATIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM SHALL BE IN HARRIS COUNTY, TEXAS.

Section 10.9 Notice to First Mortgagees. The Association shall give all First Mortgagees fifteen (15) days' written notice of any proposed action which requires the consent of a specified percentage of First Mortgagees pursuant to this Declaration.

[remainder of page intentionally deleted]

HOU03:699470.1

24

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

CONSENT AND SUBORDINATION

DECLARANT:

RUTLAND DEVELOPMENT, LTD.,
a Texas limited partnership

By: Bayou Partners, LLC

By: [Signature]
A. Michael Wray, member

By: [Signature]
Terry J. Charlton, member

The undersigned beneficiary under a First Lien Deed of Trust dated as of June 4, 2002, and recorded on June 13, 2002 at Clerk's File No. V866969 of the Real Property Records of Harris County, Texas, and a Second Lien Deed of Trust as of June 4, 2002, and recorded on June 13, 2002 at Clerk's File No. V866970 of the Real Property Records of Harris County, Texas approves the foregoing Condominium Declaration (the "Declaration"), and agrees that the First Lien Deed of Trust and the Second Lien Deed of Trust are, and shall at all times continue to be, subject, inferior and subordinate in all respects to the Declaration.

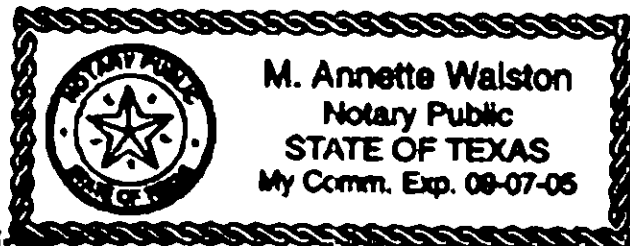
Dated: August 16, 2002.

MGM Holding, Inc.

By: [Signature]
Name: MICHAEL MCCARTHY
Title: PRESIDENT

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 10th day of Sept., 2002, by J. Michael Wray, a member of Bayou Partners, LLC, a Texas limited liability company, the general partner of Rutland Development, Ltd., a Texas limited partnership, on behalf of said limited liability company on behalf of said partnership.



M. Annette Walston
Notary Public - State of Texas

My Commission Expires
9-7-05

STATE OF TEXAS
COUNTY OF HARRIS

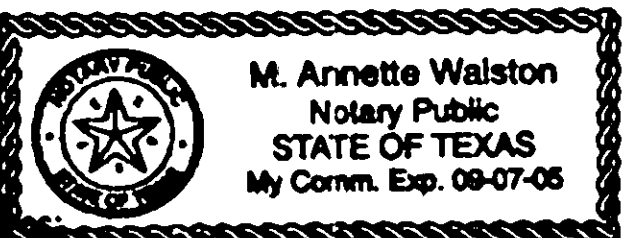
This instrument was acknowledged before me on the 16 day of Aug., 2002, by MICHAEL MCCARTHY, the PRESIDENT of MGM Holding, Inc. on behalf of said corporation..



[Signature]
Notary Public - State of Texas
My Commission Expires: 5-21-2005

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 10th day of Sept., 2002, by Terry J. Charlton, a member of Bayou Partners, LLC, a Texas limited liability company, the general partner of Rutland Development, Ltd., a Texas limited partnership, on behalf of said limited liability company on behalf of said partnership.



M. Annette Walston
Notary Public - State of Texas

My Commission Expires
9-7-05

HOU03:699470.1

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HOU03:699470.1

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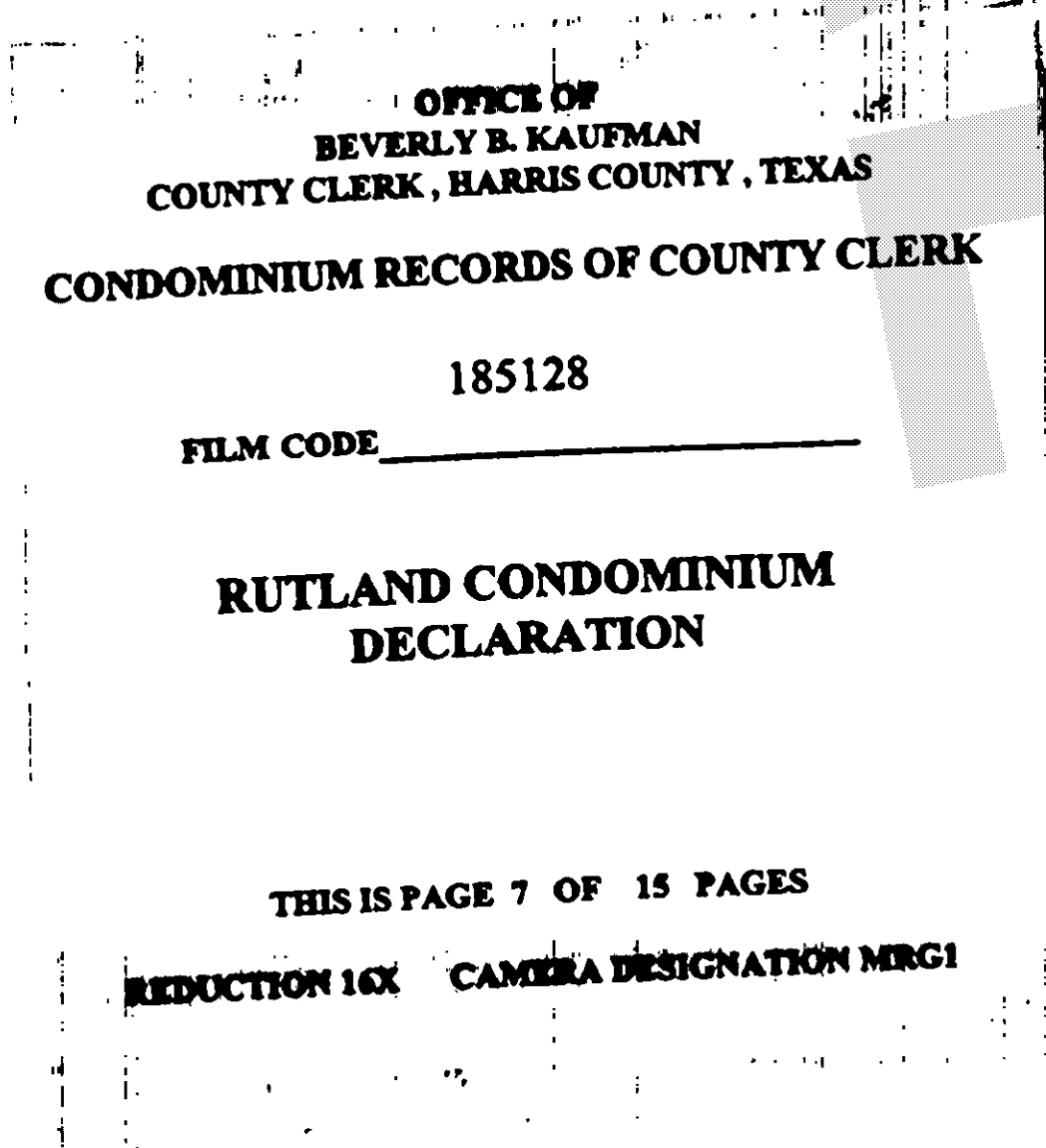
List of Exhibits:

- Exhibit A - Legal Description of the Land
- Exhibit B - Map
- Exhibit C - Listing of Units and Allocation of Ownership Interests

EXHIBIT A
PROPERTY DESCRIPTION

All of Lots Eight (8) and Nine (9), in block One Hundred Forty-four (144) of HOUSTON HEIGHTS an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 1, Page 114 of the Map Records of Harris County, Texas.

FILED
AUG 16 10 PM 2:28
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS



HOU03:699470.1

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HOU03:699470.1

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PROBSTFELD & ASSOCIATES
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21830 Kingland Blvd., Suite 106 ▲ Katy, Texas 77450 ▲ Office 281.829-0034 ▲ Fax 281.829.0233

1527 Rutland Street Wash/Storage Building 1st Floor

A tract or parcel of land containing 245 square feet being out of and a part of Lot 8 and Lot 9, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 245 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch pinched top pipe lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch pinched top pipe marking the Southeast corner of Lot 7, in Block 144, of said Houston Heights, said found 1/2 inch pinched top pipe also marking the Northeast corner of Lot 8;

THENCE West, along the common lot line of said Lot 7 and Lot 8, a distance of 70.40 feet to a point for corner;

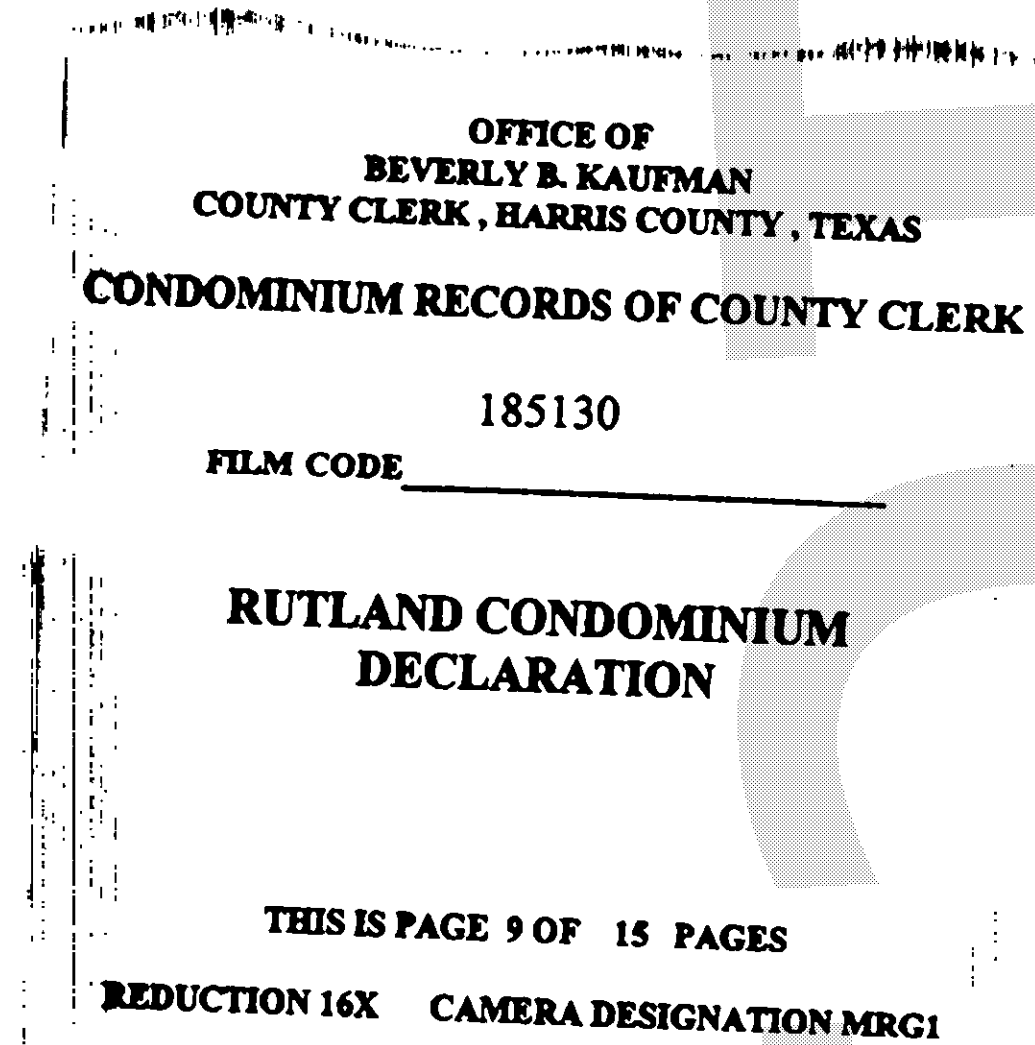
THENCE South 00 degrees 13 minutes 30 seconds East, a distance of 24.30 feet to a point for corner being the **POINT OF BEGINNING** and the Northeast corner of the herein described tract;

THENCE South 00 degrees 13 minutes 30 seconds East, passing at 5.00 feet a point in the South line of said Lot 8, same being the North line of Lot 9, continuing for a total distance of 10.00 feet to a point for corner being the Southeast corner of the herein described tract;

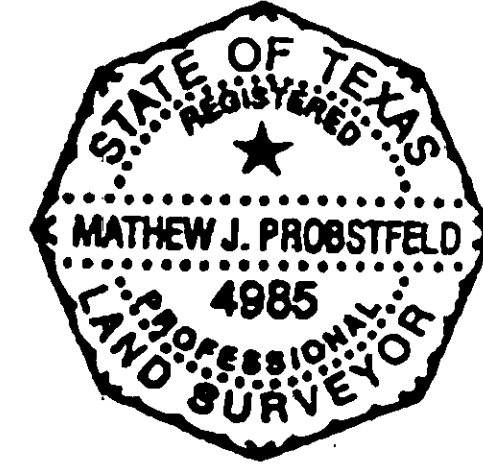
THENCE South 89 degrees 46 minutes 30 seconds West, a distance of 24.50 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 00 degrees 13 minutes 30 seconds West, passing at 5.00 feet a point in the said North line of said Lot 9, same being the South line of said Lot 8, continuing for a total distance of 10.00 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 24.50 feet to the **POINT OF BEGINNING** and containing 245 square feet of land.



Mathew J. Probstfeld
Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



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HOU03:699470.1

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PROBSTFELD & ASSOCIATES
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1527 Rutland Street Common Area 1st Floor

A tract or parcel of land containing 603 square feet being out of and a part of Lot 8 and Lot 9, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 603 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch pinched top pipe lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch pinched top pipe marking the Southeast corner of Lot 7, in Block 144, of said Houston Heights, said found 1/2 inch pinched top pipe also marking the Northeast corner of Lot 8;

THENCE West, along the common lot line of said Lot 7 and Lot 8, a distance of 61.40 feet to a point for corner;

THENCE South 00 degrees 13 minutes 30 seconds East, a distance of 22.00 feet to a point for corner being the **POINT OF BEGINNING** and the most Northerly Northeast corner of the herein described tract;

THENCE South 00 degrees 13 minutes 30 seconds East, a distance of 6.30 feet to a point for corner being a point for angle of the herein described tract;

THENCE South 89 degrees 46 minutes 30 seconds West, a distance of 24.50 feet to a point for corner being a point for angle of the herein described tract;

THENCE South 00 degrees 13 minutes 30 seconds East, passing at 5.00 feet a point in the South line of said Lot 8, same being the North line of Lot 9, continuing for a total distance of 10.00 feet to a point for corner being a point for angle of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 24.50 feet to a point for corner being a point for angle of the herein described tract;

THENCE South 00 degrees 13 minutes 30 seconds East, a distance of 6.30 feet to a point for corner being the Southeast corner of the herein described tract;

THENCE South 89 degrees 46 minutes 30 seconds West, a distance of 37.50 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 00 degrees 13 minutes 30 seconds West, passing at 11.30 feet a point in the said North line of said Lot 8, same being the South line of said Lot 8, continuing for a total distance of 22.60 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 37.50 feet to the **POINT OF BEGINNING** and containing 603 square feet of land.

Mathew J. Probstfeld
Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



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PROFESSIONAL LAND SURVEYORS

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1527 Rutland Street Parking Area

A tract or parcel of land containing 3,776 square feet being out of and a part of Lot 8 and Lot 9, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 3,776 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch pinched top pipe lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch pinched top pipe marking the Southeast corner of Lot 7, in Block 144, of said Houston Heights, said found 1/2 inch pinched top pipe also marking the Northeast corner of Lot 8;

THENCE South, along the said West right of way line of Lot 8, a distance of 1.30 feet to a point for corner being the **POINT OF BEGINNING** and the Northeast corner of the herein described tract;

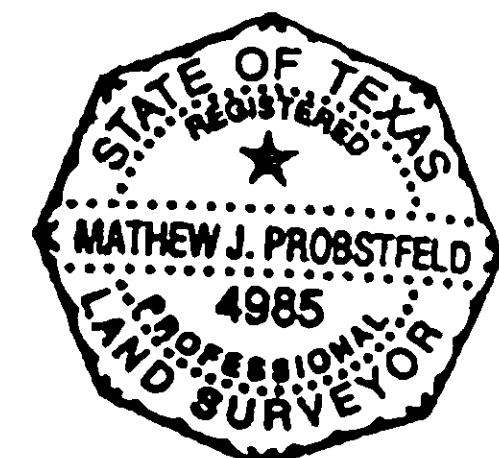
THENCE South, along the said West right of way line of Rutland Street, passing at 32.03 feet a point for corner being the Southeast corner of said Lot 8, same being the Northeast corner of Lot 9, continuing for a total distance of 64.00 feet to a point for corner being the Southeast corner of the herein described tract;

THENCE South 89 degrees 46 minutes 30 seconds West, a distance of 59.00 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 00 degrees 13 minutes 30 seconds West, passing at 32.00 feet a point in the North line of said Lot 9, same being the South line of said Lot 8, continuing for a total distance of 64.00 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 59.25 feet to the **POINT OF BEGINNING** and containing 3,776 square feet of land.

Mathew J. Probstfeld
Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



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1527 Rutland Street Unit 1 1ST Floor

A tract or parcel of land containing 700 square feet being out of and a part of Lot 9, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 700 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch iron rod lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch iron rod marking the Southeast corner of said Lot 9, in Block 144, of said Houston Heights, said found 1/2 inch iron rod also marking the Northeast corner of Lot 10;

THENCE West, along the common lot line of said Lot 9 and Lot 10, a distance of 61.20 feet to a point for corner;

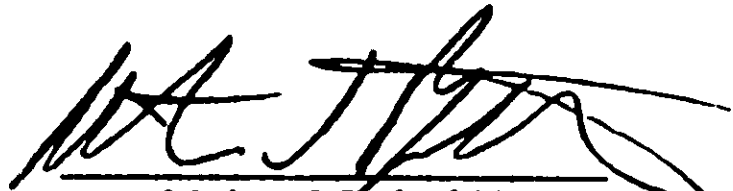
THENCE North, a distance of 1.10 feet to a point for corner being the **POINT OF BEGINNING** and the Southeast corner of the herein described tract;

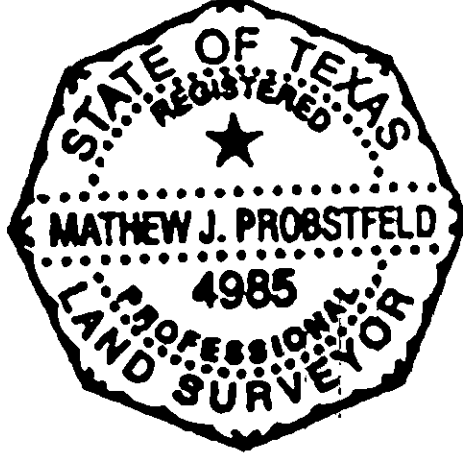
THENCE South 89 degrees 46 minutes 30 seconds West, a distance of 33.80 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 00 degrees 13 minutes 30 seconds West, a distance of 20.70 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 33.80 feet to a point for corner being the Northeast corner of the herein described tract;

THENCE South 00 degrees 13 minutes 30 seconds East, a distance of 20.70 feet to the **POINT OF BEGINNING** and containing 700 square feet of land.


Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



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COUNTY CLERK, HARRIS COUNTY, TEXAS

185131

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RUTLAND CONDOMINIUM
DECLARATION

THIS IS PAGE 10 OF 13 PAGES

REDUCTION 16X CAMERA DESIGNATION MRC1

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1527 Rutland Street Unit 3 1ST Floor

A tract or parcel of land containing 1,082 square feet being out of and a part of Lot 8, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 1,082 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch pinched top pipe lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch pinched top pipe marking the Northeast corner of said Lot 8, in Block 144, of said Houston Heights, said found 1/2 inch pinched top pipe also marking the Southeast corner of Lot 7;

THENCE West, along the common lot line of said Lot 7 and Lot 8, a distance of 95.30 feet to a point for corner;

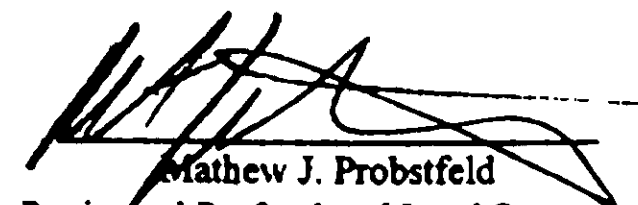
THENCE South, a distance of 1.70 feet to a point for corner being the **POINT OF BEGINNING** and the Northeast corner of the herein described tract;

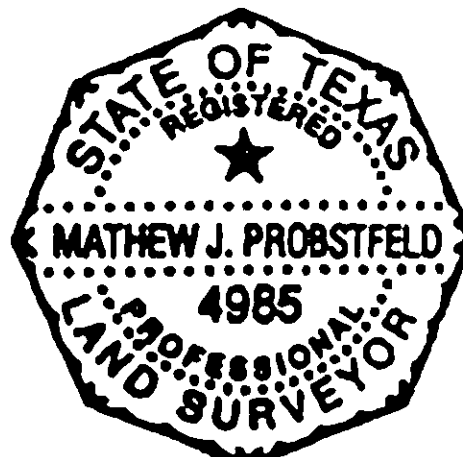
THENCE South 00 degrees 13 minutes 30 seconds East, passing at 31.61 feet a point in the South line of said Lot 8, same being the North line of Lot 9, continuing for a total distance of 32.00 feet to a point for corner being the Southeast corner of the herein described tract;

THENCE South 89 degrees 46 minutes 30 seconds East, a distance of 33.80 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, passing at 0.50 feet a point in the said North line of Lot 9, same being the said South line of Lot 8, continuing for a total distance of 32.00 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 33.80 feet to the point for corner being the **POINT OF BEGINNING** and containing 1,082 square feet of land.


Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



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PROFESSIONAL LAND SURVEYORS

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1527 Rutland Street Unit 2 1ST Floor

A tract or parcel of land containing 1,082 square feet being out of and a part of Lot 9, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 1,082 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch iron rod lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch iron rod marking the Southeast corner of said Lot 9, in Block 144, of said Houston Heights, said found 1/2 inch iron rod also marking the Northeast corner of Lot 10;

THENCE West, along the common lot line of said Lot 9 and Lot 10, a distance of 95.00 feet to a point for corner;

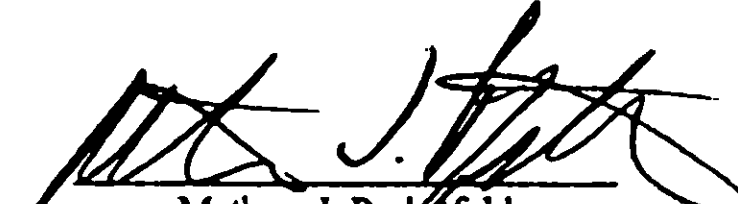
THENCE North, a distance of 0.90 feet to a point for corner being the **POINT OF BEGINNING** and the Southeast corner of the herein described tract;

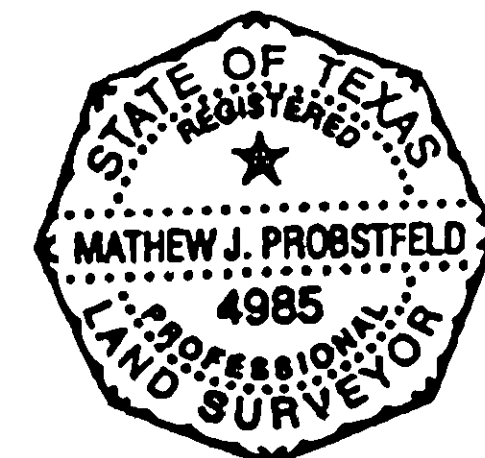
THENCE South 89 degrees 46 minutes 30 seconds West, a distance of 33.80 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 00 degrees 13 minutes 30 seconds West, a distance of 32.00 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 33.80 feet to a point for corner being the Northeast corner of the herein described tract;

THENCE South 00 degrees 13 minutes 30 seconds East, a distance of 33.80 feet to the **POINT OF BEGINNING** and containing 1,082 square feet of land.


Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



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PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

21830 Kingsland Blvd., Suite 106 ▲ Katy, Texas 77450 ▲ Office 281.829.0034 ▲ Fax 281.829.0233

1527 Rutland Street Unit 4 1ST Floor

A tract or parcel of land containing 700 square feet being out of and a part of Lot 8, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 700 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch pinched top pipe lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch pinched top pipe marking the Northeast corner of said Lot 8, in Block 144, of said Houston Heights, said found 1/2 inch pinched top pipe also marking the Southeast corner of Lot 7;

THENCE West, along the common lot line of said Lot 8 and Lot 7, a distance of 61.50 feet to a point for corner;


THENCE South, a distance of 1.50 feet to a point for corner being the **POINT OF BEGINNING** and the Northeast corner of the herein described tract;

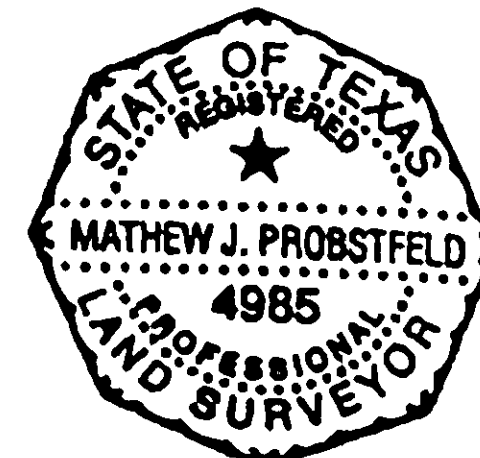
THENCE South 00 degrees 13 minutes 30 seconds East, a distance of 20.70 feet to a point for corner being the Southeast corner of the herein described tract;

THENCE South 89 degrees 46 minutes 30 seconds West, a distance of 33.80 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 00 degrees 13 minutes 30 seconds West, a distance of 20.70 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 33.80 feet to the **POINT OF BEGINNING** and containing 700 square feet of land.


Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



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PROFESSIONAL LAND SURVEYORS

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1527 Rutland Street Unit 5 2nd Floor

A tract or parcel of land containing 700 square feet being out of and a part of Lot 9, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 700 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch iron rod lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch iron rod marking the Southeast corner of said Lot 9, in Block 144, of said Houston Heights, said found 1/2 inch iron rod also marking the Northeast corner of Lot 10;

THENCE West, along the common lot line of said Lot 9 and Lot 10, a distance of 61.20 feet to a point for corner;

THENCE North, a distance of 1.10 feet to a point for corner;

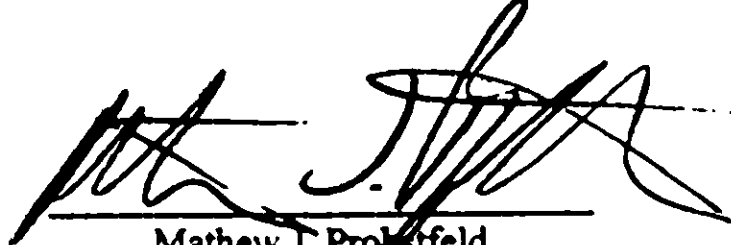
THENCE at a point for corner beginning from a plane 8.80 feet above ground upward, said point for corner being the **POINT OF BEGINNING** and the Southeast corner of the herein described tract;

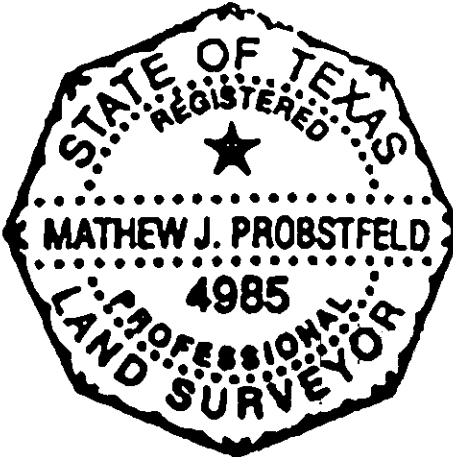
THENCE South 89 degrees 46 minutes 30 seconds West, a distance of 33.80 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 00 degrees 13 minutes 30 seconds West, a distance of 20.70 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 33.80 feet to a point for corner being the Northeast corner of the herein described tract;

THENCE South 00 degrees 13 minutes 30 seconds East, a distance of 20.70 feet to the **POINT OF BEGINNING** and containing 700 square feet of land.


Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK

185132

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**RUTLAND CONDOMINIUM
DECLARATION**

THIS IS PAGE 11 OF 19 PAGES

REDUCTION 10% CAMERA DESIGNATION MGR1

PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

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1527 Rutland Street Unit 7 2nd Floor

A tract or parcel of land containing 1,082 square feet being out of and a part of Lot 8, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 1,082 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch pinched top pipe lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch pinched top pipe marking the Northeast corner of said Lot 8, in Block 144, of said Houston Heights, said found 1/2 inch pinched top pipe also marking the Southeast corner of Lot 7;

THENCE West, along the common lot line of said Lot 7 and Lot 8, a distance of 95.30 feet to a point for corner;

THENCE South, a distance of 1.70 feet to a point for corner;

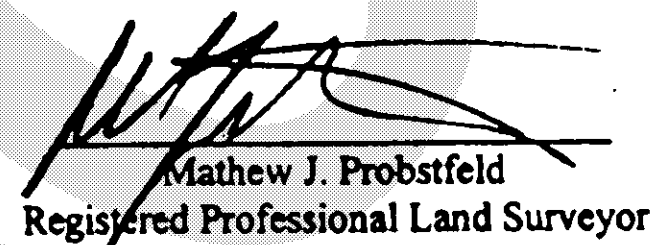
THENCE at a point for corner beginning from a plane 8.80 feet above ground upward, said point for corner being the **POINT OF BEGINNING** and the Northwest corner of the herein described tract;

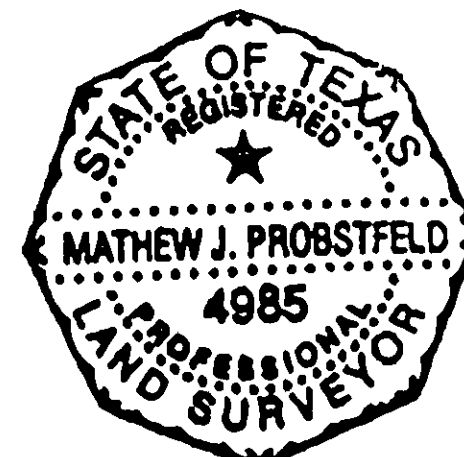
THENCE South 00 degrees 13 minutes 30 seconds East, passing at 31.61 feet a point in the South line of said Lot 8, same being the North line of Lot 9, continuing for a total distance of 32.00 feet to a point for corner being the Southeast corner of the herein described tract;

THENCE South 89 degrees 46 minutes 30 seconds East, a distance of 33.80 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 00 degrees 13 minutes 30 seconds West, passing at 0.50 feet a point in the said North line of said Lot 9, same being the South line of said Lot 8, continuing for a total distance of 32.00 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 33.80 feet to the **POINT OF BEGINNING** and containing 1,082 square feet of land.


Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



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PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

21830 Kingland Blvd., Suite 106 ▲ Katy, Texas 77450 ▲ Office 281.829-0034 ▲ Fax 281.829.0233

1527 Rutland Street Unit 6 2nd Floor

A tract or parcel of land containing 1,082 square feet being out of and a part of Lot 9, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 1,082 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch iron rod lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch iron rod marking the Southeast corner of said Lot 9, in Block 144, of said Houston Heights, said found 1/2 inch iron rod also marking the Northeast corner of Lot 10;

THENCE West, along the common lot line of said Lot 9 and Lot 10, a distance of 95.00 feet to a point for corner;

THENCE North, a distance of 0.90 feet to a point for corner;

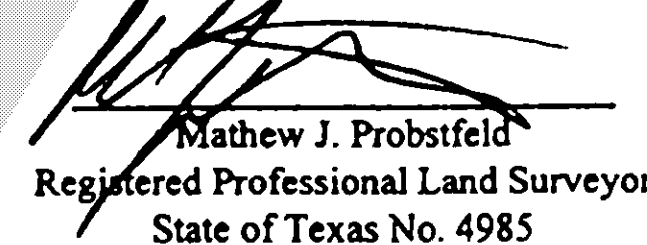
THENCE at a point for corner beginning from a plane 8.80 feet above ground upward, said point for corner being the **POINT OF BEGINNING** and the Southeast corner of the herein described tract;

THENCE South 89 degrees 46 minutes 30 seconds West, a distance of 33.80 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 00 degrees 13 minutes 30 seconds West, a distance of 32.00 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 33.80 feet to the point for corner being the Northeast corner of the herein described tract;

THENCE South 00 degrees 13 minutes 30 seconds East, a distance of 32.00 feet to the **POINT OF BEGINNING** and containing 1,082 square feet of land.


Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



VPA-SERVER\DRAWER\Metes & Bounds\1527 Rutland St. Unit 6 L9 B144 Houston Heights.doc

PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

21830 Kingland Blvd., Suite 106 ▲ Katy, Texas 77450 ▲ Office 281.829-0034 ▲ Fax 281.829.0233

1527 Rutland Street Unit 8 2nd Floor

A tract or parcel of land containing 700 square feet being out of and a part of Lot 8, in Block 144, of Houston Heights, an addition in Harris County, Texas, according to the plat as recorded in Volume 1, Page 144 of the Map Records of Harris County, Texas, said 700 square foot tract being more particularly described by metes and bounds as follows with bearings based on the recorded plat;

COMMENCING at a found 1/2 inch pinched top pipe lying in the West right of way line of Rutland Street, (70 feet in width), said found 1/2 inch pinched top pipe marking the Northeast corner of said Lot 8, in Block 144, of said Houston Heights, said found 1/2 inch pinched top pipe also marking the Southeast corner of Lot 7;

THENCE West, along the common lot line of said Lot 7 and Lot 8, a distance of 61.50 feet to a point for corner;

THENCE South, a distance of 1.50 feet to a point for corner;

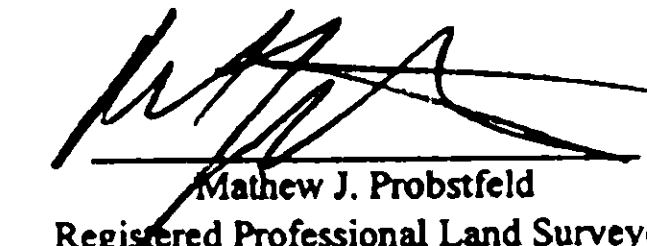
THENCE at a point for corner beginning from a plane 8.80 feet above ground upward, said point for corner being the **POINT OF BEGINNING** and the Northeast corner of the herein described tract;

THENCE South 00 degrees 13 minutes 30 seconds East, a distance of 20.70 feet to a point for corner being the Southeast corner of the herein described tract;

THENCE South 89 degrees 46 minutes 30 seconds West, a distance of 33.80 feet to a point for corner being the Southwest corner of the herein described tract;

THENCE North 00 degrees 13 minutes 30 seconds West, a distance of 20.70 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 30 seconds East, a distance of 33.80 feet to the **POINT OF BEGINNING** and containing 700 square feet of land.


Mathew J. Probstfeld
Registered Professional Land Surveyor
State of Texas No. 4985
September 4, 2002



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PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

21830 Kingsland Blvd., Suite 108 Katy, Texas 77450 Office (281) 829-0034 Fax (281) 829-0233

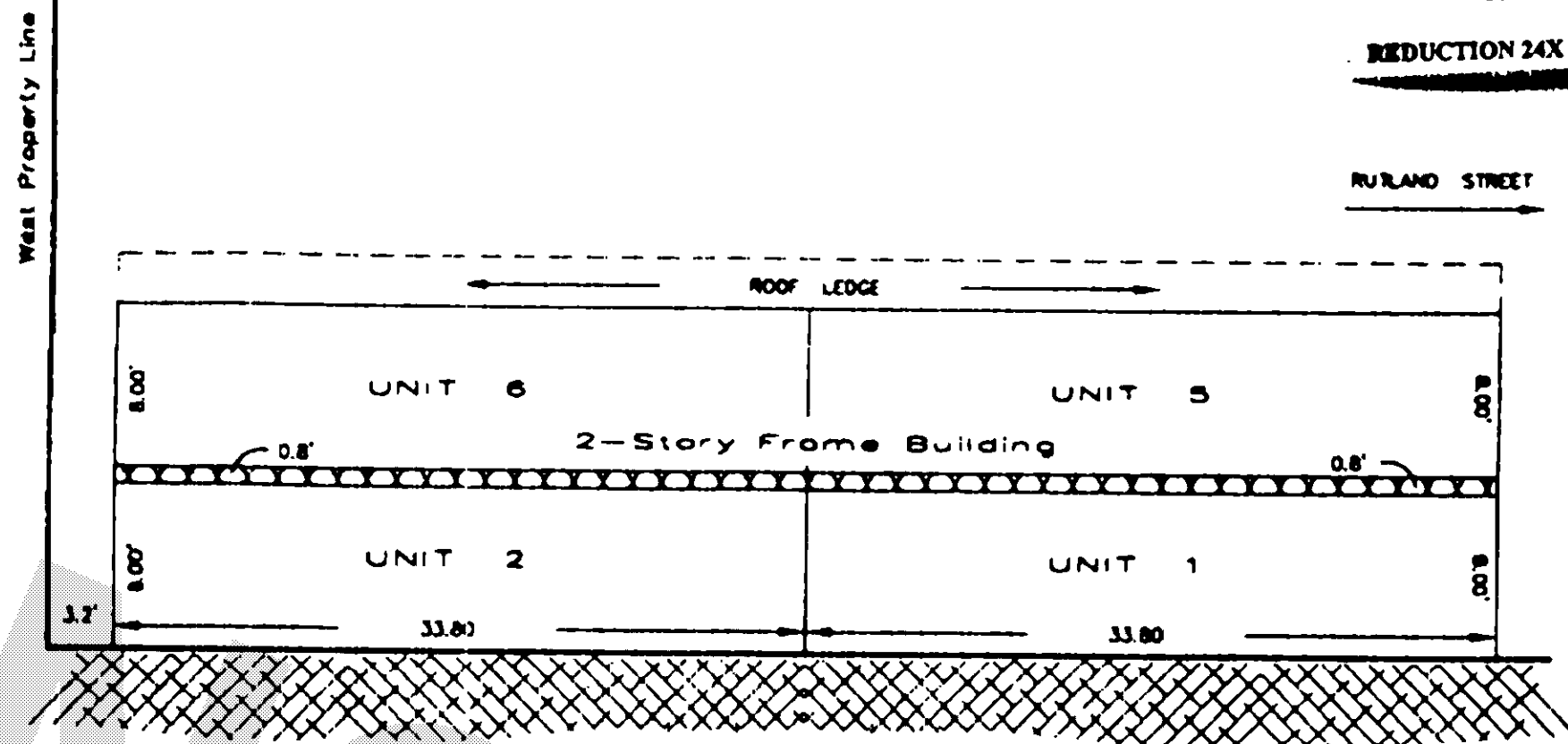
OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS

185133

FILM CODE

**RUTLAND CONDOMINIUM
DECLARATION**

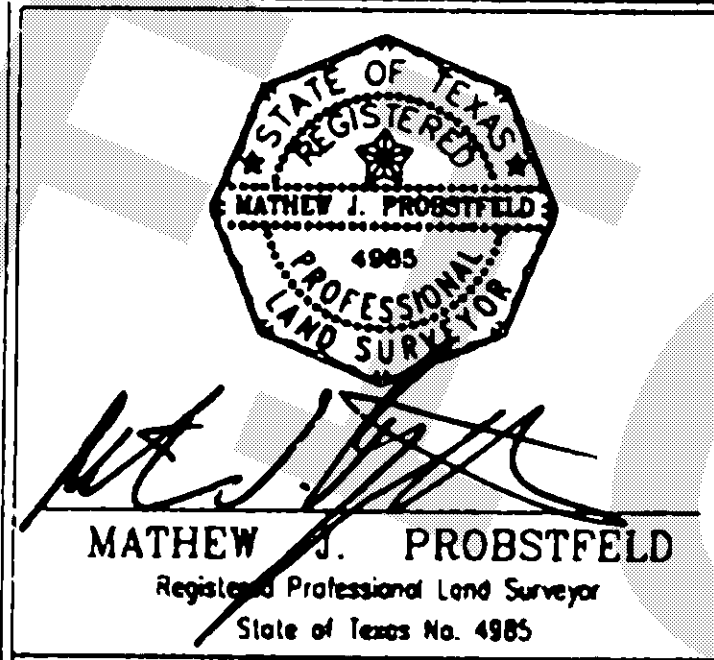
THIS IS PAGE 12 OF 15 PAGES
REDUCTION 24X CAMERA DESIGNATION MRC1



PROFILE VIEW

Lot 9, Block 144
HOUSTON HEIGHTS
1527 Rutland Street

Owner:
Rutland Development Ltd.
City of Houston, Texas
Harris County, Texas

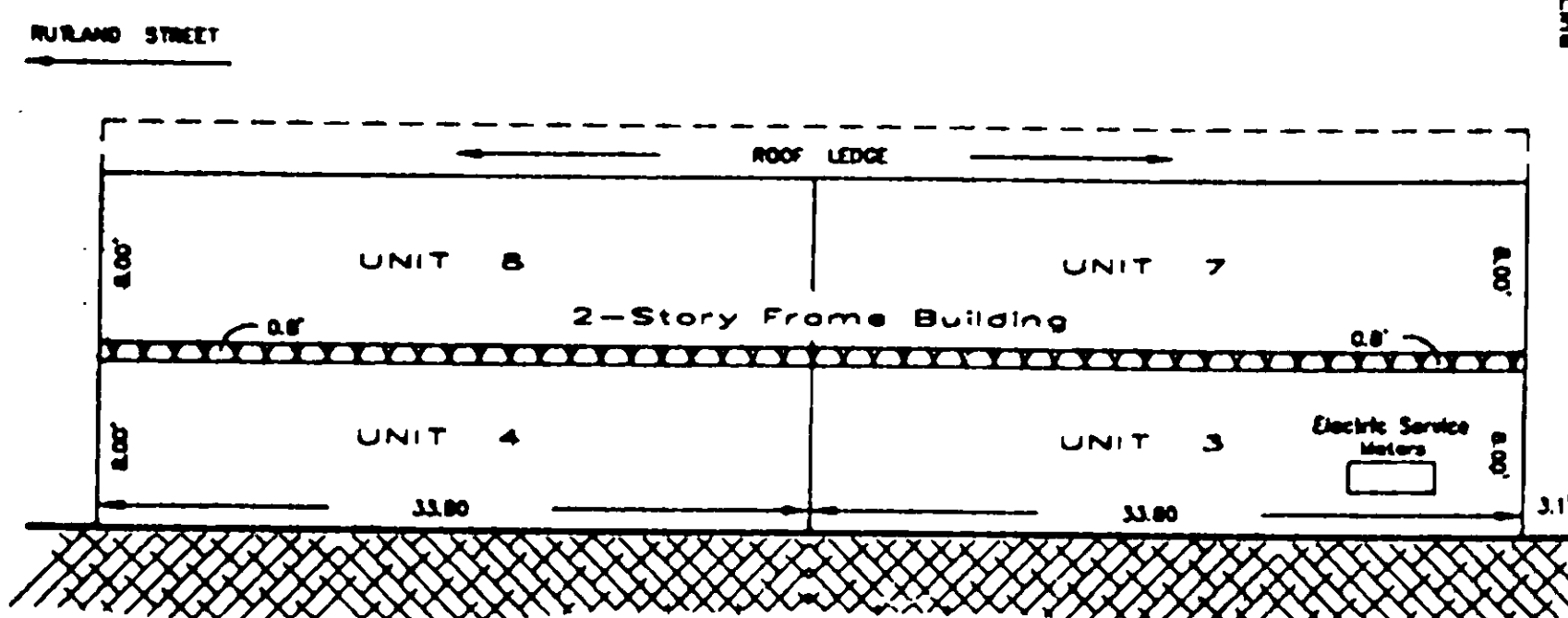


8/4/02

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PROFESSIONAL LAND SURVEYORS

21830 Kingsland Blvd., Suite 108 Katy, Texas 77450 Office (281) 829-0034 Fax (281) 829-0233

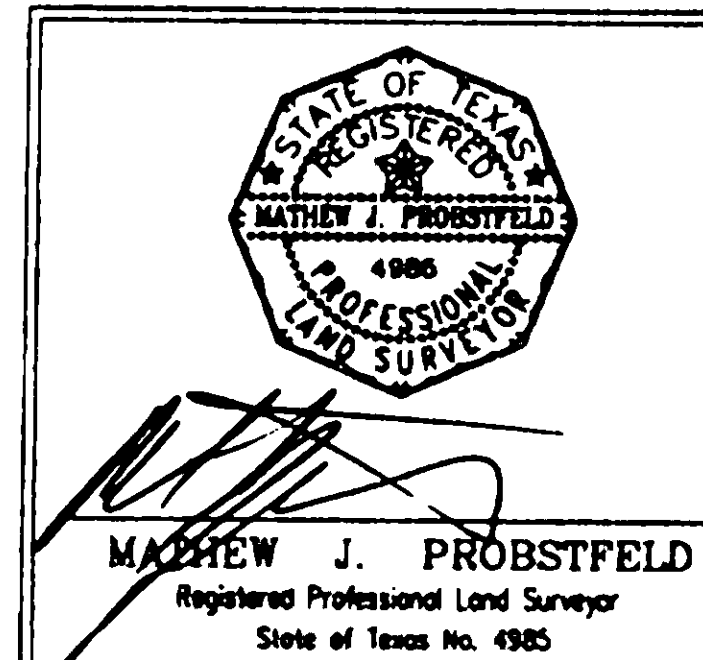
PROFILE VIEW
View looking South
Scale: 1" = 10'



PROFILE VIEW

Lot 8, Block 144
HOUSTON HEIGHTS
1527 Rutland Street

Owner:
Rutland Development Ltd.
City of Houston, Texas
Harris County, Texas



8/4/02

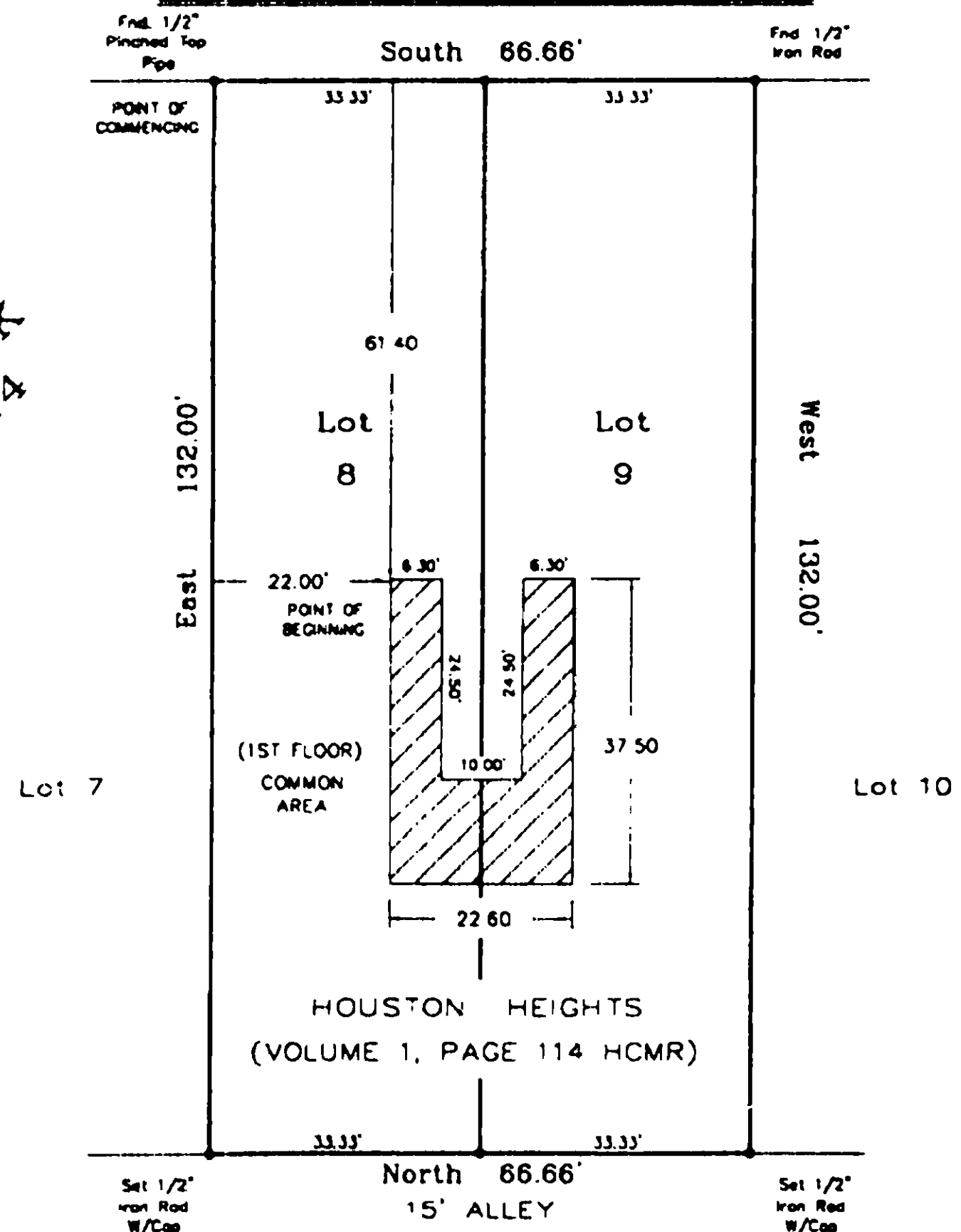
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Rutland Street
70' R. O. W.

Scale:
1" = 20'

BLOCK
144



NOTE: All bearings are referenced to the recorded plat unless noted otherwise.

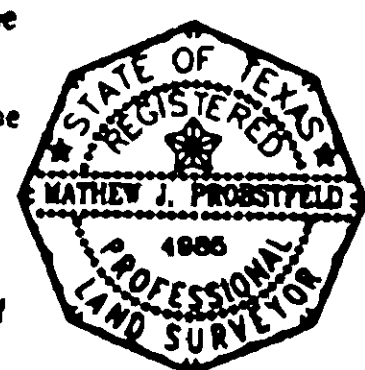
Surveyor has not abstracted property.

By graphic plotting only subject tract does not lie within the designated 100 year flood plain according to FEMA flood insurance rate map 480298 0870 K, dated 4/20/00 (Zone X)

PLAT OF PROPERTY FOR:
Rutland Development Ltd.
COMMON AREA 603 SQ. FT.
at 1527 Rutland St., Houston, Tx.
A TRACT OR PARCEL OF LAND CONTAINING 603 SQUARE FEET BEING OUT OF AND A PART OF LOT 8, AND LOT 9 IN BLOCK 144, OF HOUSTON HEIGHTS, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 1, PAGE 144 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.
(METES & BOUNDS DESCRIPTION ATTACHED)

Date: 8/14/02 Revised: 9/4/02

This survey was performed in accordance with Title Commitment Provided by: No title commitment was provided.
CPL All esmt's/bids. lines may not be shown.



MATHEW J. PROBSTFELD
Registered Professional Land Surveyor
State of Texas No. 4985

Job # 592-001-00C

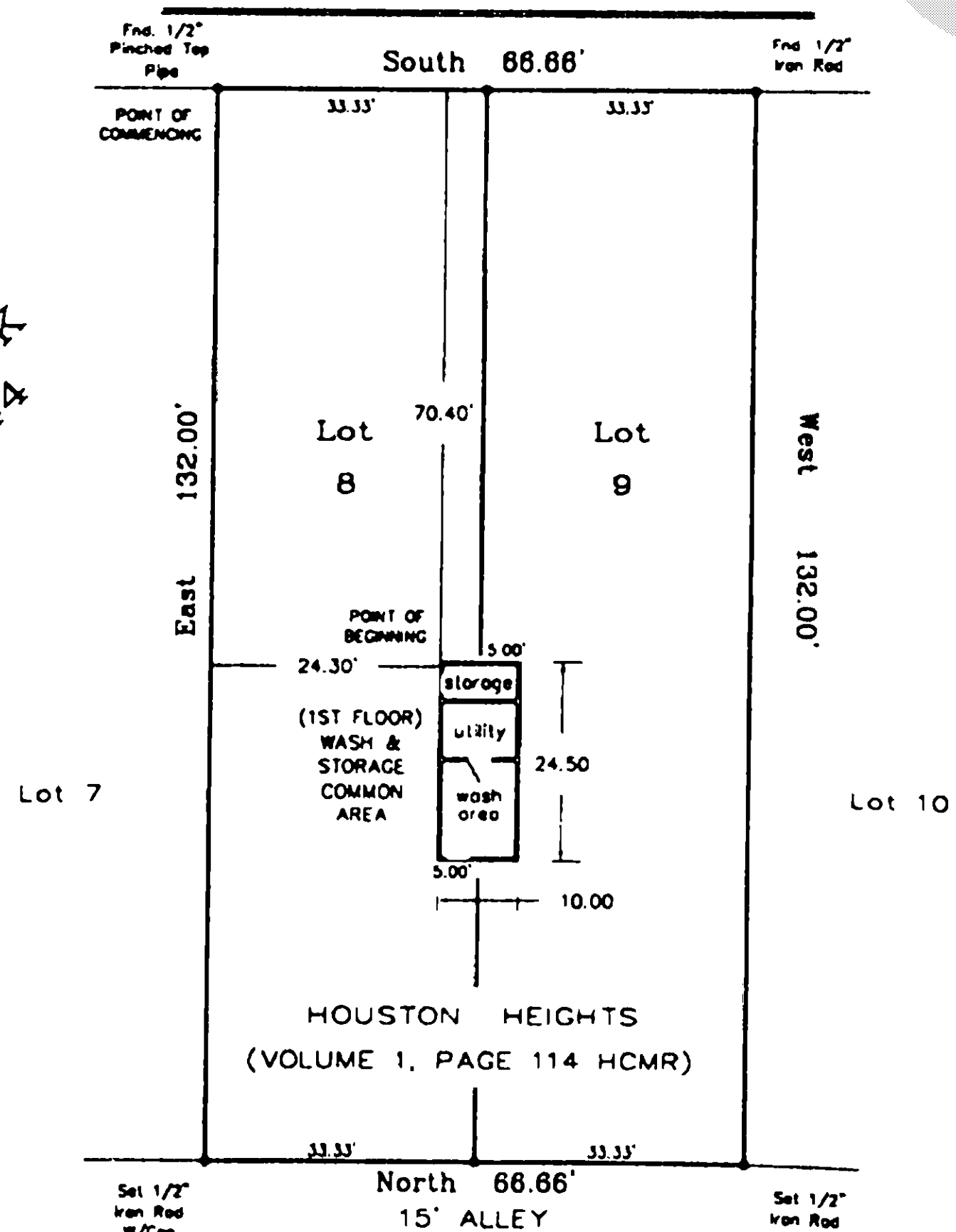
PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

21830 Kingsland Blvd., Suite 108 Katy, Texas 77450 Office (281) 829-0034 Fax (281) 829-0233

Rutland Street
70' R. O. W.

Scale:
1" = 20'

BLOCK
144



NOTE: All bearings are referenced to the recorded plat unless noted otherwise.

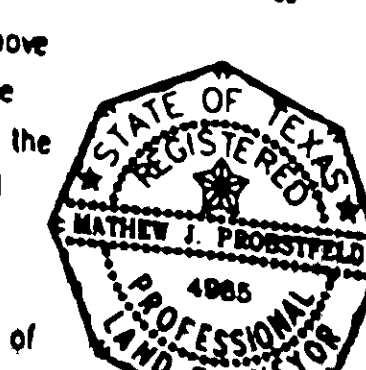
Surveyor has not abstracted property.

By graphic plotting only subject tract does not lie within the designated 100 year flood plain according to FEMA flood insurance rate map 480298 0870 K, dated 4/20/00 (Zone X)

PLAT OF PROPERTY FOR:
Rutland Development Ltd.
WASH/STORAGE AREA 245 SQ. FT.
at 1527 Rutland St., Houston, Tx.
A TRACT OR PARCEL OF LAND CONTAINING 245 SQUARE FEET BEING OUT OF AND A PART OF LOT 8, AND LOT 9 IN BLOCK 144, OF HOUSTON HEIGHTS, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 1, PAGE 144 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.
(METES & BOUNDS DESCRIPTION ATTACHED)

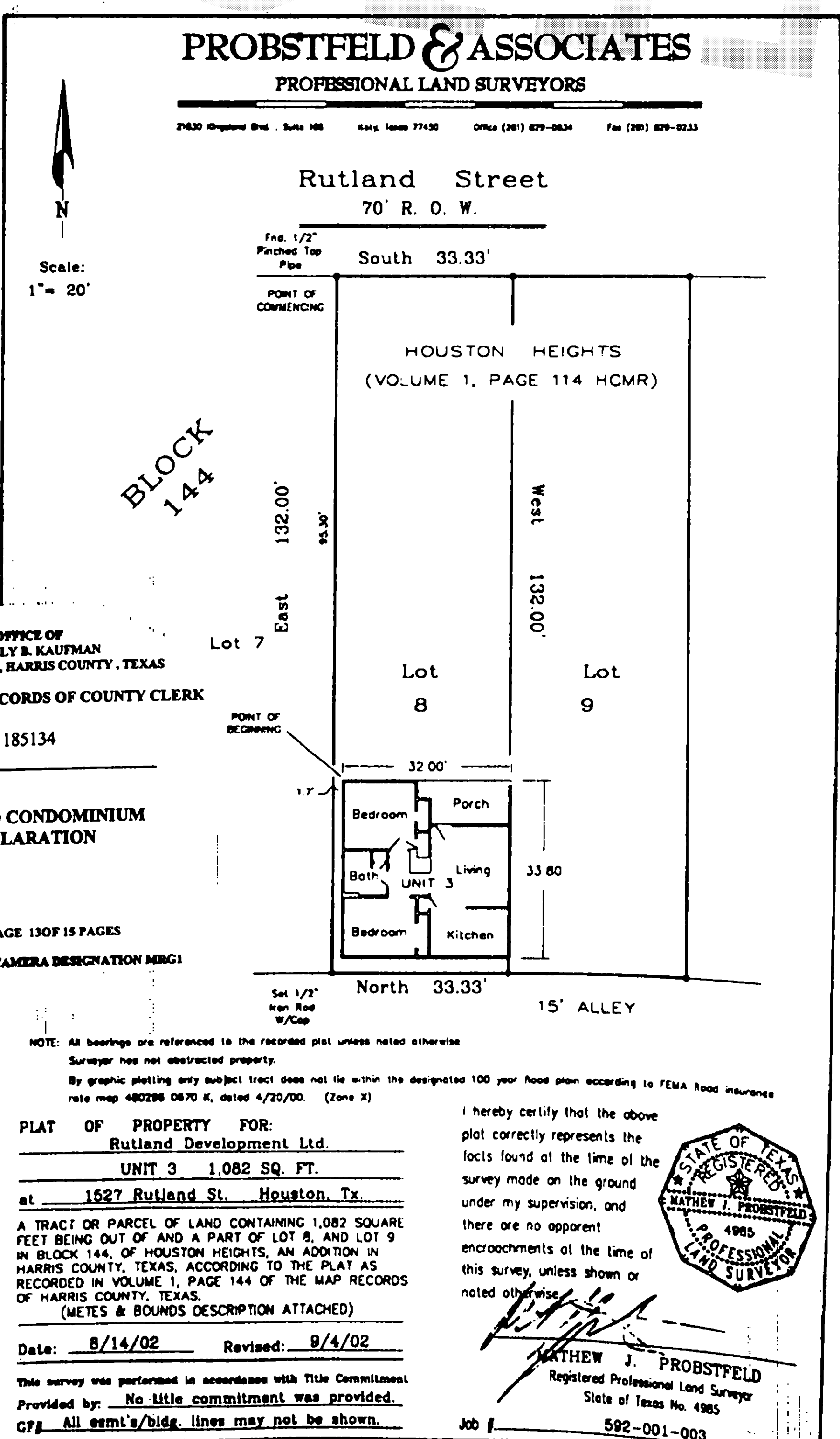
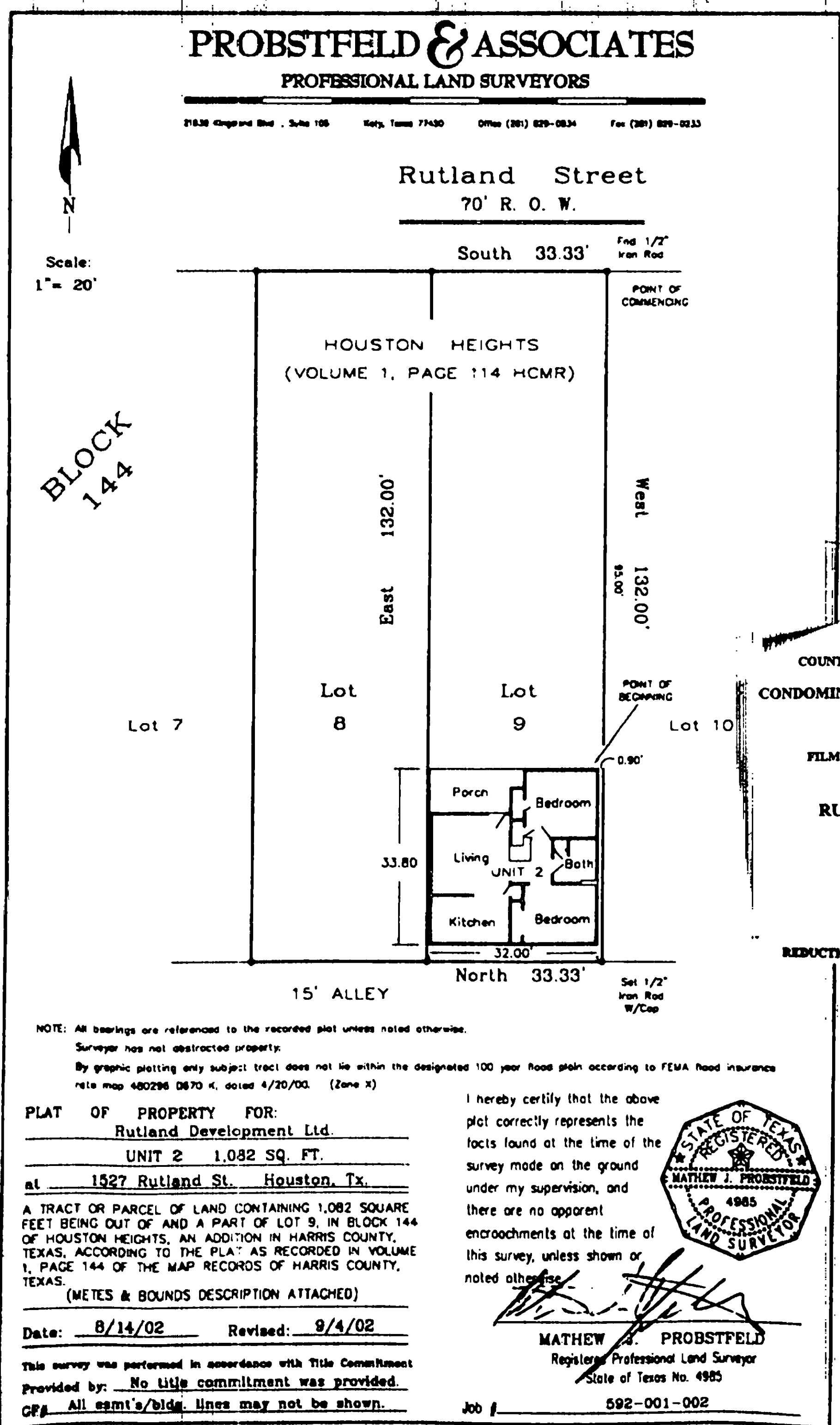
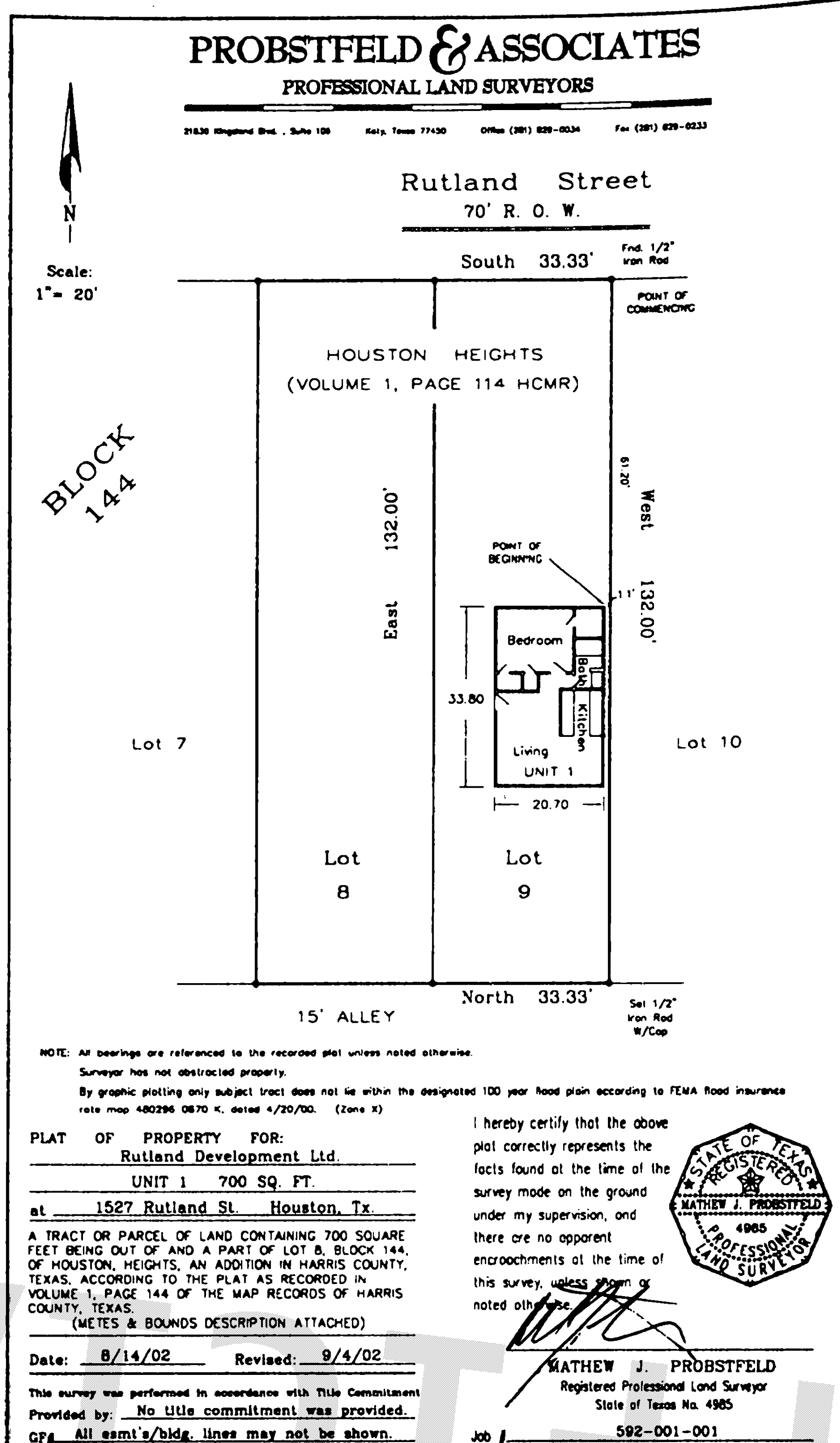
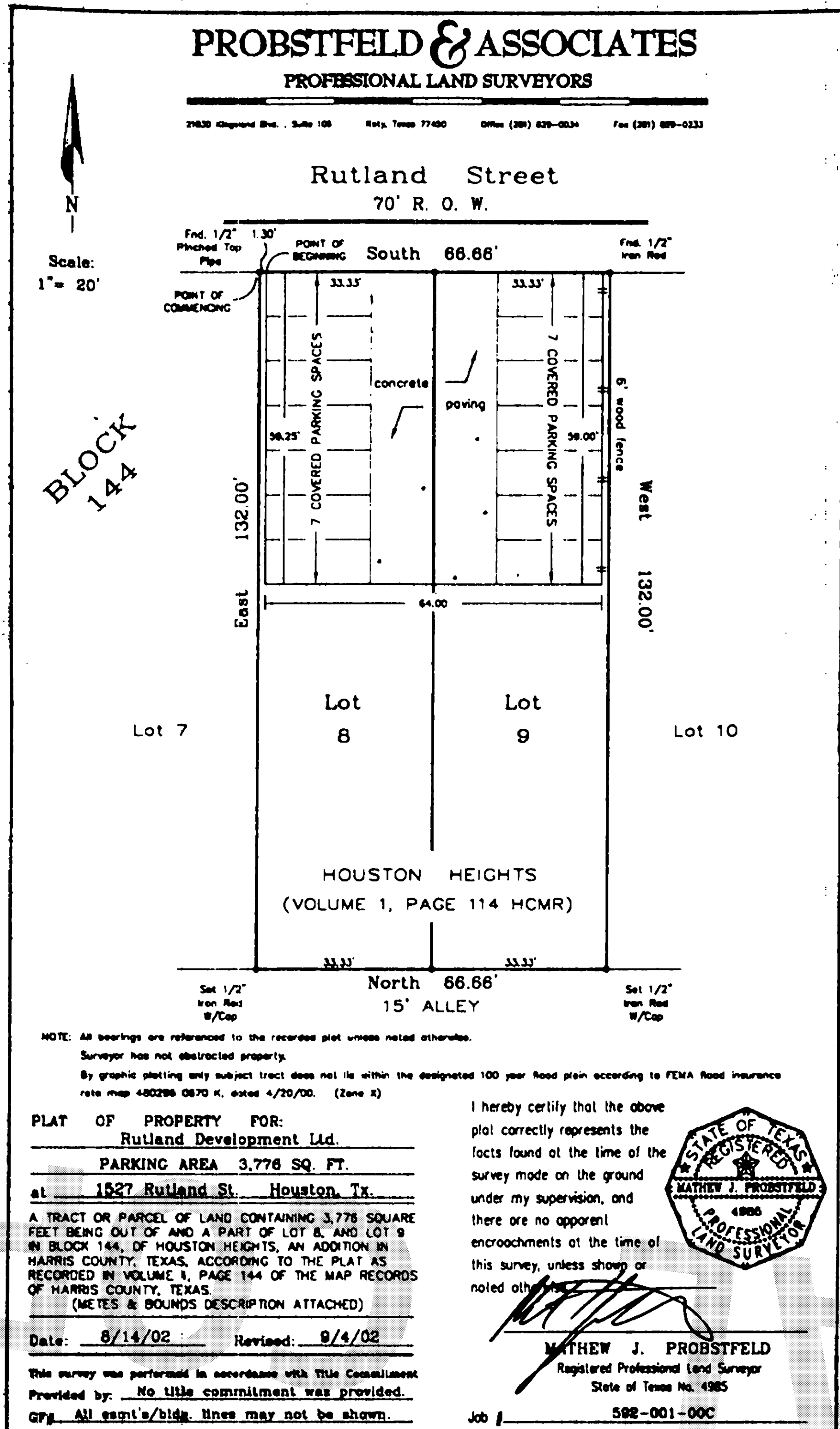
Date: 8/14/02 Revised: 9/4/02

This survey was performed in accordance with Title Commitment Provided by: No title commitment was provided.
CPL All esmt's/bids. lines may not be shown.



MATHEW J. PROBSTFELD
Registered Professional Land Surveyor
State of Texas No. 4985

Job # 592-001-00W



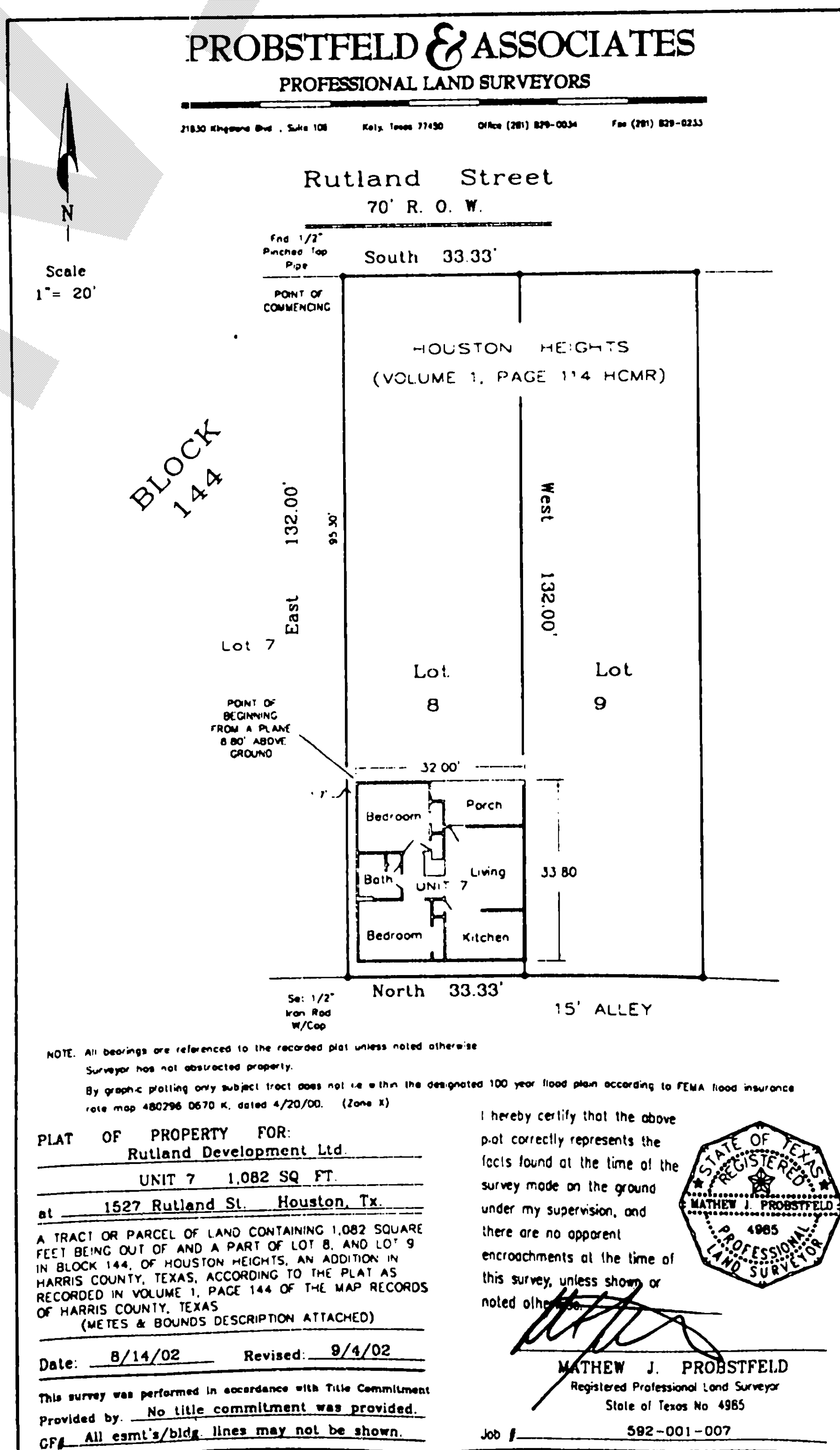
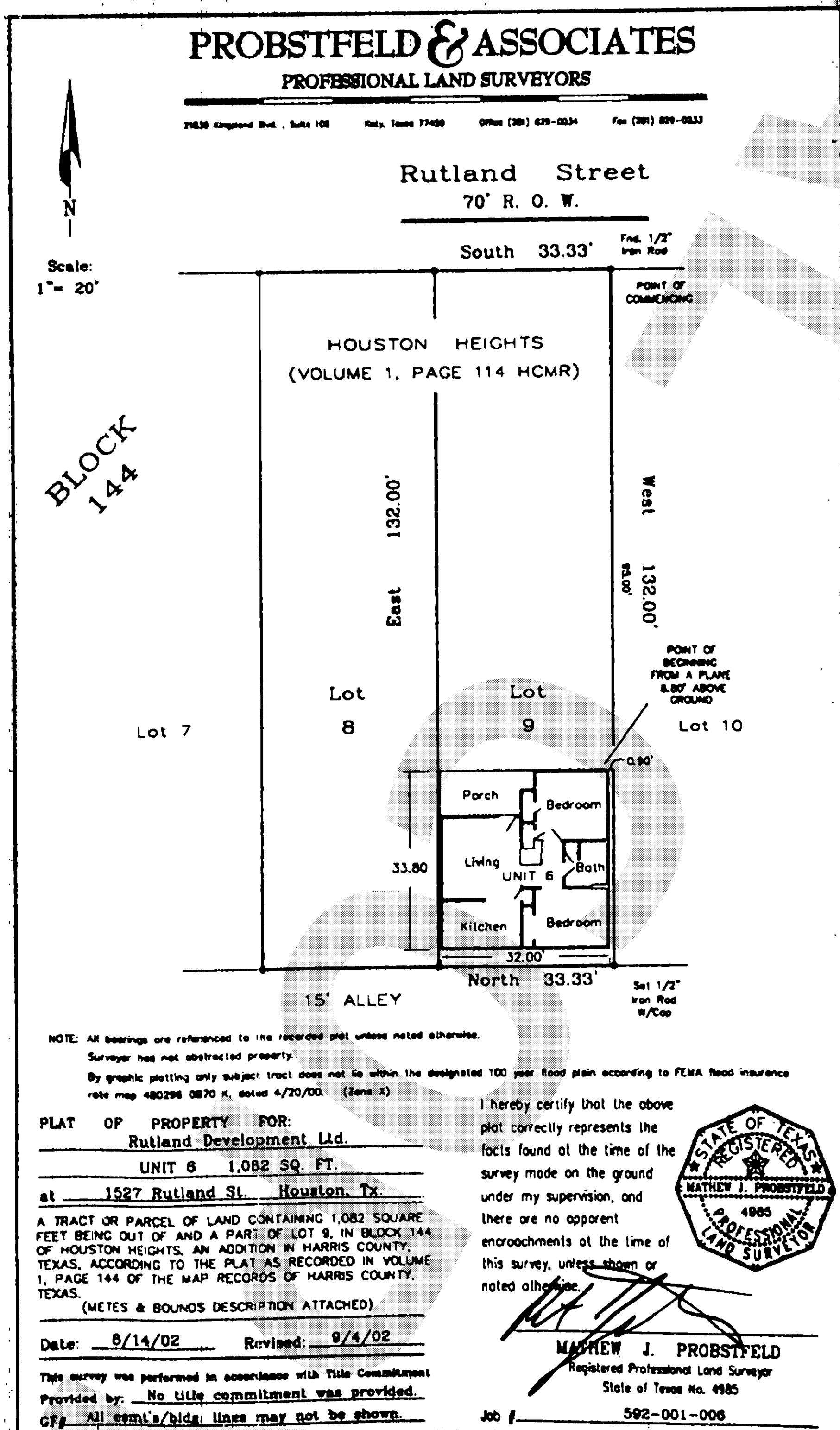
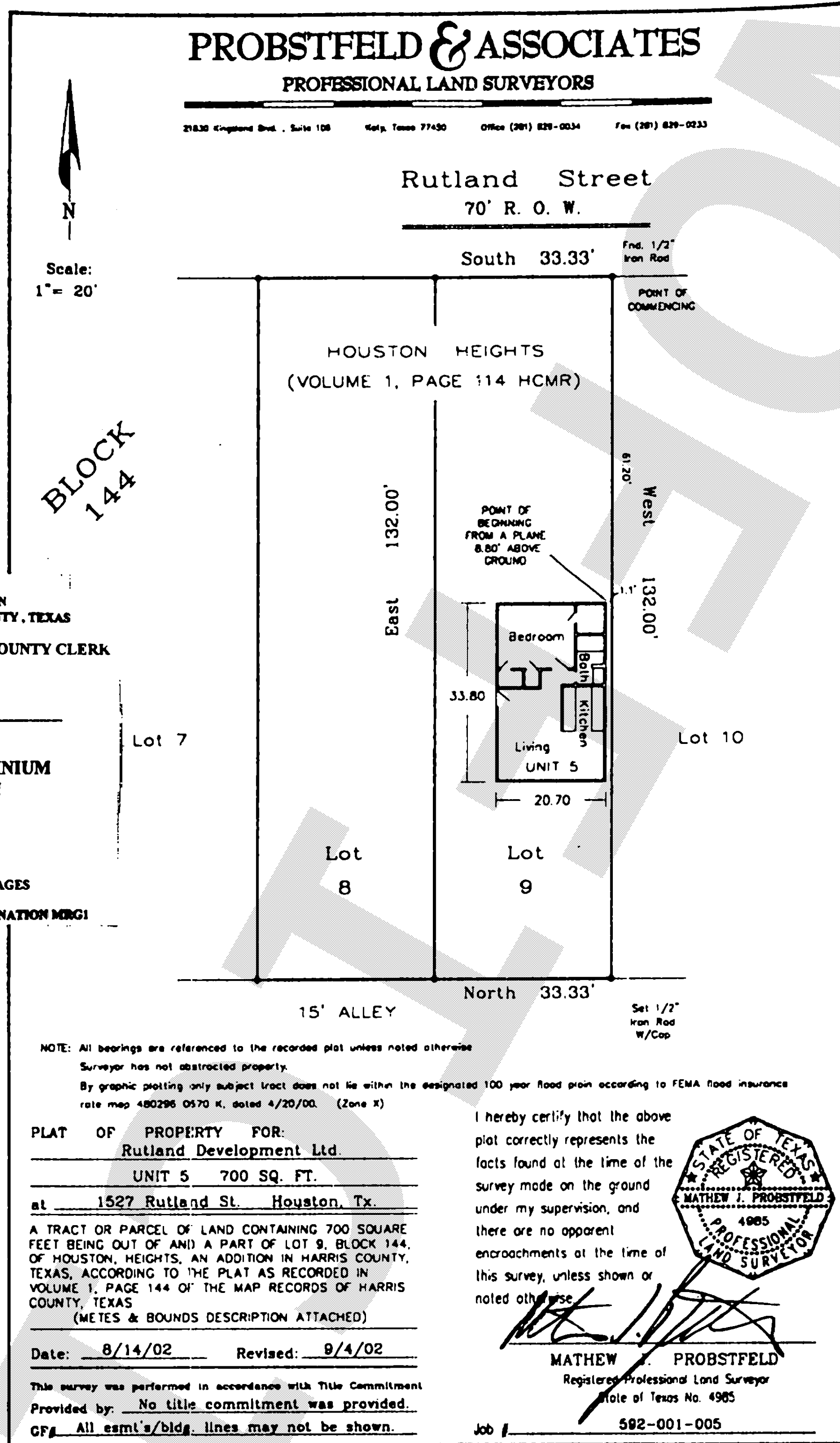
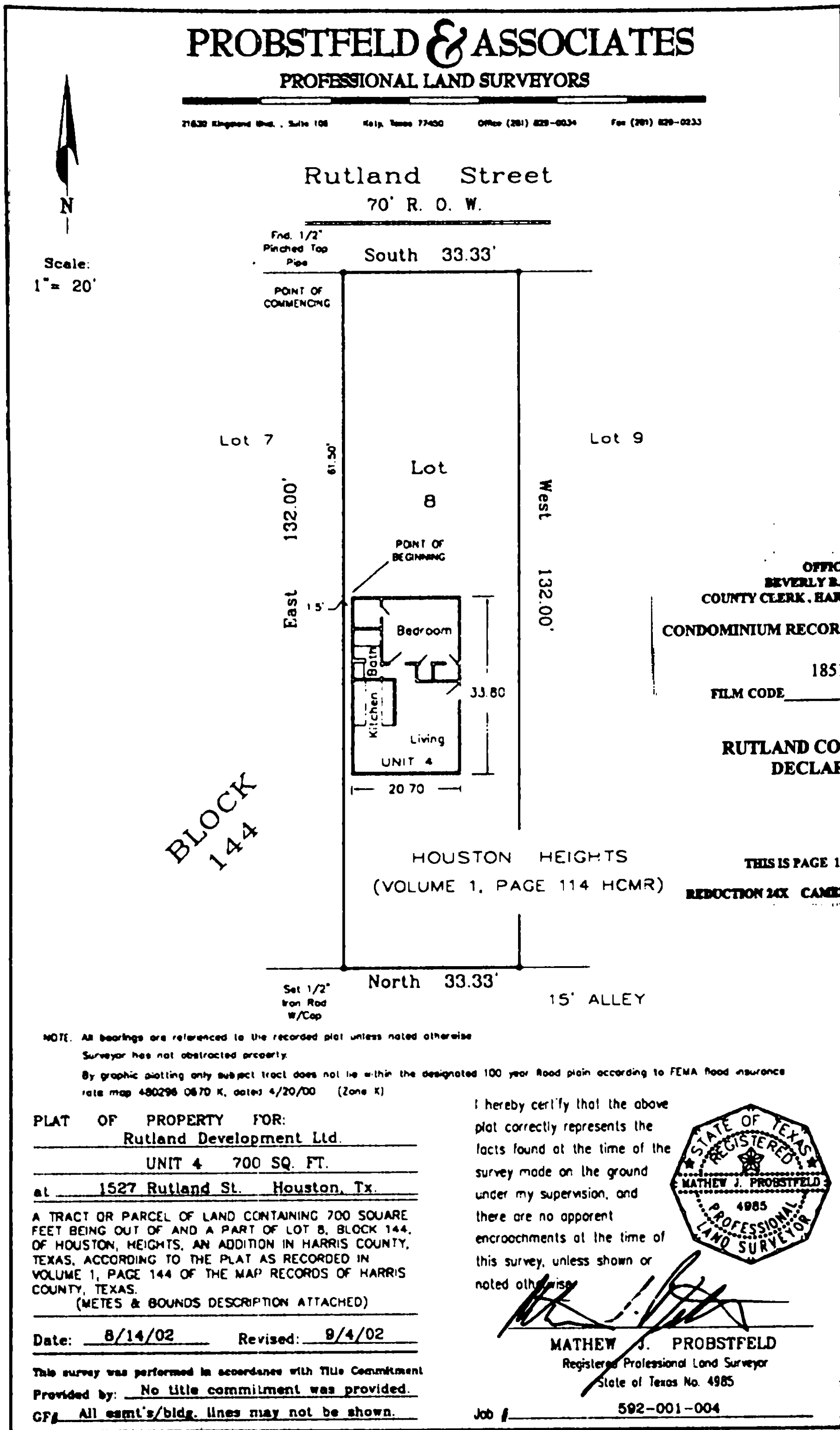
OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS

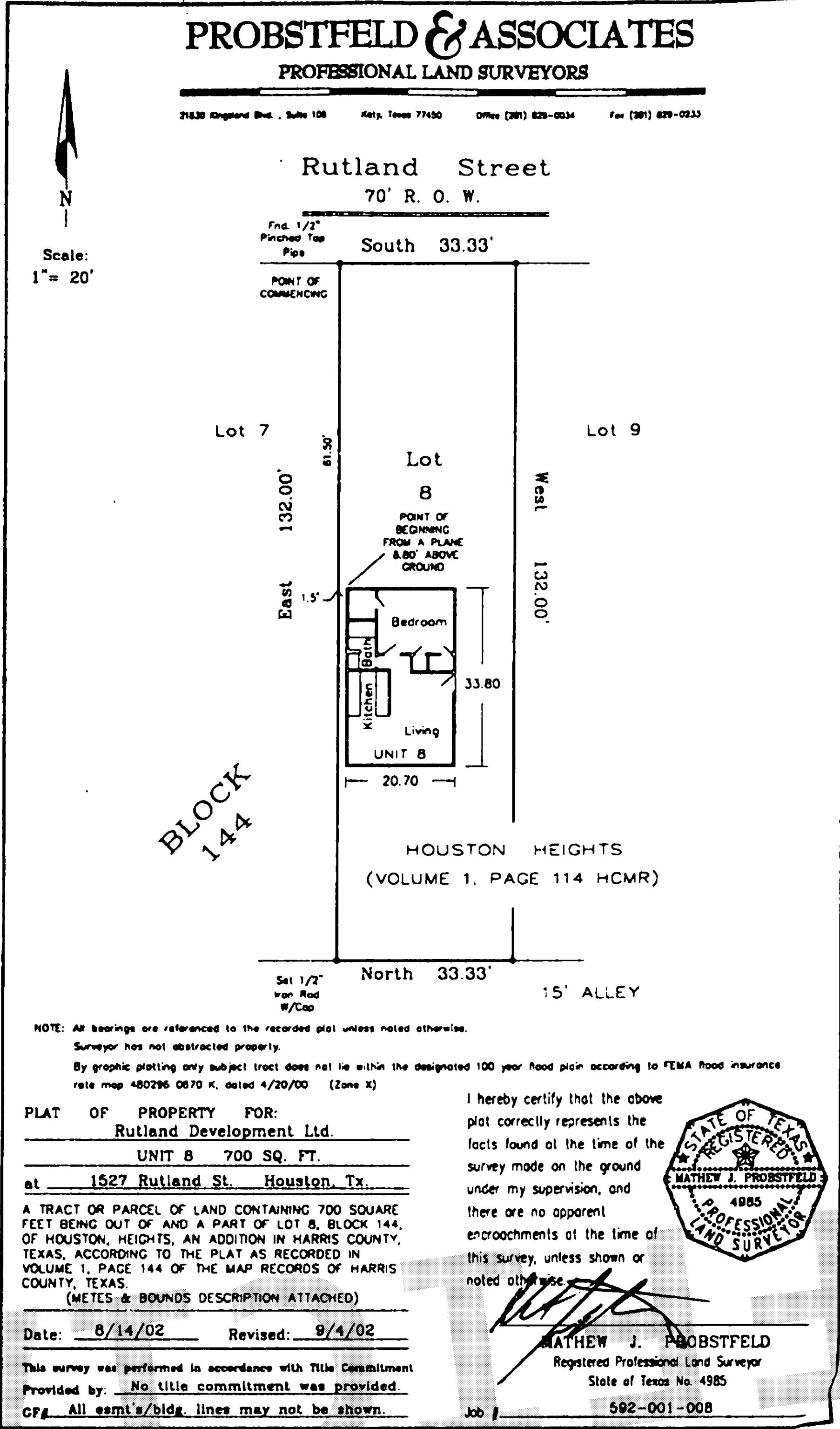
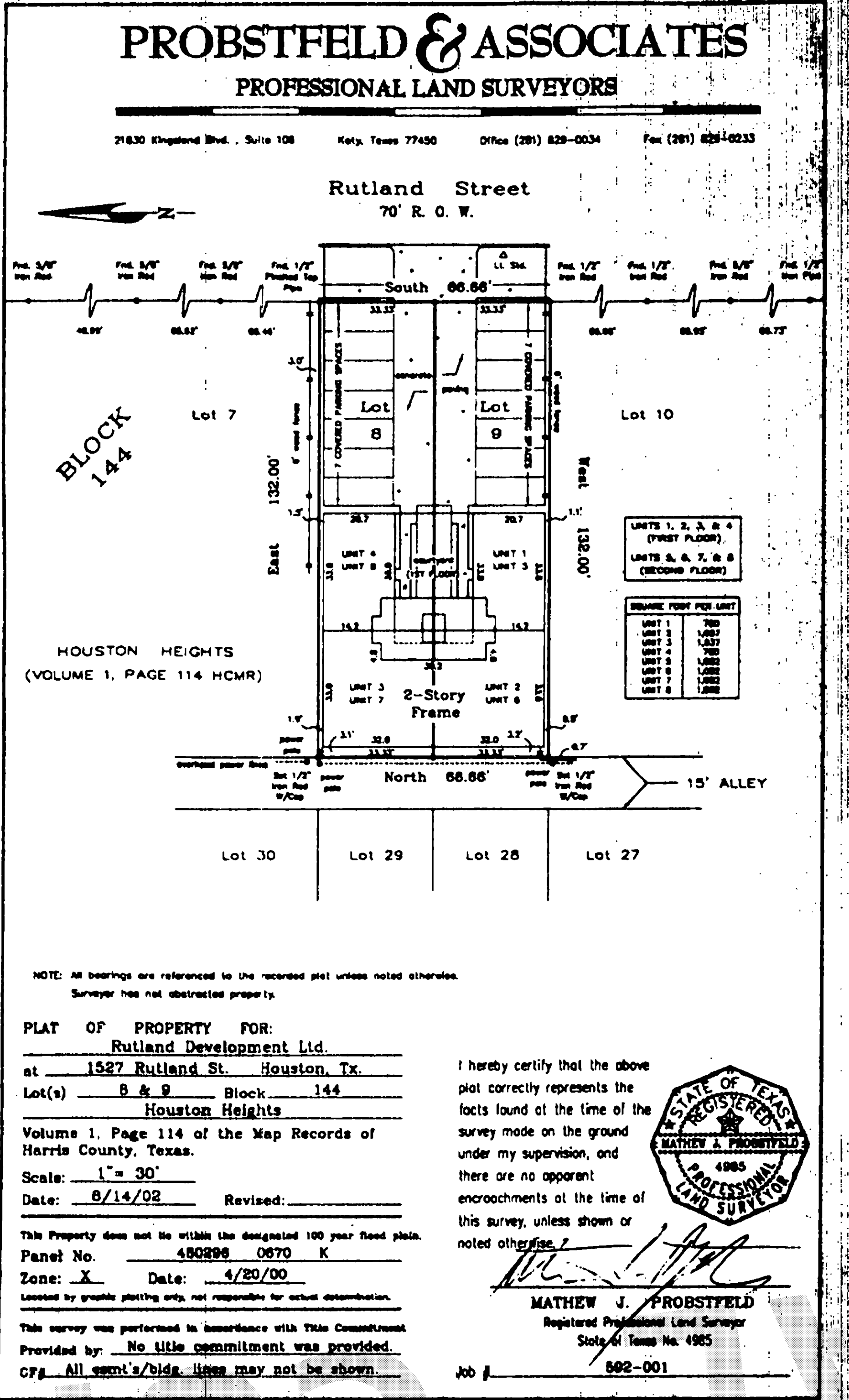
CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE
185134

RUTLAND CONDOMINIUM
DECLARATION

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REDUCTION 34% CAMERA DESIGNATION M81C1





OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

185136

FILM CODE

RUTLAND CONDOMINIUM
DECLARATION

THIS IS PAGE 15 OF 15 PAGES
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RECORDERS MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All omissions, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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SEP. 10, 2002
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS