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DECLARATION AND MASTER DEED

BAYBROOK CONDOMINIUMS

Opiea Boushman
COUNTY CLERK
HARRIS COUNTY, TEXAS

This Declaration and Master Deed is made and executed this 1st day of June, 1978, by AMERICAN CONDOMINIUM CONSTRUCTION CORPORATION, a Texas corporation, a Texas corporation (hereinafter referred to as "Developer"), pursuant to the provisions of the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (hereinafter referred to as the "Act"), for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime.

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property in the County of Harris State of Texas, consisting of eight (8) residential buildings containing a total of one hundred sixteen (116) units therein and certain other improvements located thereon (being hereinafter sometimes referred to as BAYBROOK CONDOMINIUMS) more particularly described on Exhibit B attached hereto and made a part hereof for all purposes;

WHEREAS, Developer desires by recording this Declaration and Master Deed together with the condominium by-laws attached hereto as Exhibit A and the condominium subdivision plat attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish a condominium project known as BAYBROOK CONDOMINIUMS under the provisions of the Act.

NOW, THEREFORE, Developer does upon the recording hereof, establish BAYBROOK CONDOMINIUMS as a condominium project under the Act and does declare that BAYBROOK CONDOMINIUMS shall, after such establishment, be held conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration and Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with all or any portion of BAYBROOK CONDOMINIUMS and shall be a burden and a benefit to Developer, BAYBROOK CONDOMINIUMS and any persons

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acquiring or owning any interest in BAYBROOK CONDOMINIUMS, their grantees, heirs, executors, administrators, successors and assigns. In furtherance of the establishment of this Condominium Project, it is provided as follows:

1. Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meanings:

A. "Unit" shall mean and refer to an enclosed space consisting of one or more rooms occupying all or part of one or more floors in a building in the Condominium Project having direct access to a thoroughfare, as such space may be further described and delimited in Paragraph 4 hereof.

B. "Condominium" shall mean and refer to the separate ownership of a Unit, together with an undivided ownership interest in the limited and general common elements as set forth and defined herein.

C. "Condominium Project" shall mean and refer to BAYBROOK CONDOMINIUMS as a condominium project established in conformance with the provisions of the Act.

D. "Owner" shall mean and refer to a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which is the record owner of fee simple title to one or more Units in the Condominium Project.

E. "Association" shall mean and refer to the BAYBROOK CONDOMINIUM ASSOCIATION, its successors and assigns, a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act, of which all Owners shall be members, which corporation shall administer the operation and management of the Condominium Project.

F. "Common Elements" shall mean and refer to both the general and limited common elements as described in Paragraph 3 hereof.

2. The major improvements of the Condominium Project consist of eight (8) residential buildings, one (1) club-

house, one (1) swimming pool and parking areas. The Condominium Project and the foregoing improvements are described by building letter, Unit number, boundary, dimension and area on the condominium subdivision plat attached hereto as Exhibit B. The individual Units, more particularly described in Paragraph 4 hereof, are to be used for residential purposes, and each Unit has its own entrance from and exit to a thoroughfare. Each Owner of a Unit within the Condominium Project shall have an exclusive right to his Unit and shall have the right to share with other Owners the Common Elements as hereinafter set forth.

3. The general and limited common elements of the Condominium Project are as follows:

A. The general common elements consist of:

(i) The land in the Condominium Project as more particularly described on Exhibit B hereto;

(ii) The foundations, bearing walls and columns (including any windows, doors and chimneys therein), roofs, attics, ceilings and floors, halls, lobbies, or thoroughfares such as stairways, entrances, exists or communication ways and any other portion of the building located on the land described above not included within any Unit.

(iii) The premises and facilities, if any, used for the common laundry, common storage, maintenance or repair of the Condominium Project, including the premises, facilities and equipment for furnishing hot water;

(iv) All common recreational facilities, if any, including without limitation clubhouse, swimming pools, tennis courts, and the grounds, yards and walkways;

(v) Unassigned parking spaces which are numbered numerically from one (1) through two hundred sixteen (216) on the condominium subdivision plat attached hereto as Exhibit B (but which have not yet been designated with a Unit number); provided, however, Developer, during the initial sales

period expressly reserves the right at any time and from time to time to assign, and to charge a fee for the use of, pending assignment, any unassigned parking space to any Owner and to retain any sums received therefor; prior to the closing of the initial purchase of each Unit, at least one (1) parking space shall be designated by Developer for each such Unit and thereafter each such parking space shall be a limited common element appurtenant to such unit; and, provided further, after the assignment of all unassigned parking spaces, the condominium subdivision plat attached hereto as Exhibit B shall be amended by the Developer or Association for the purpose of designating each such parking space with a Unit number; and

(vi) All other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.

B. The limited common elements, being those common elements reserved for the use of specified Units to the exclusion of others, consist of:

(i) Parking spaces once assigned and designated with a Unit number in accordance with Paragraph 3A. (v) hereof;

(ii) Compartments or installations of central services, if any, such as power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators, and all similar devices and installations; and

(iii) Entrances and stairways, if any, designated with a number(s) corresponding to a Unit number(s) to which they provide access as described on the condominium subdivision plat attached hereto as Exhibit B.

Each Owner shall bear the cost of maintenance, repair and replacement of the following items within or serving such Owner's Unit, patio or balcony, and entrance and stairway: interior surfaces of all perimeter and interior walls, ceiling and floors (including carpeting, tile, wall paper, paint or other covering); garbage disposals, ranges, refrigerators, dishwashers, washing machines, driers, light fixtures, and any and all other appliances of any nature whatsoever; heating, ventilating and air conditioning equipment serving such Unit (although such equipment may be located in part outside such Unit); interior and exterior doors, including all hardware thereon; window panes and light bulbs; plumbing and other fixtures of any nature whatsoever; "built-in" features; and decorative features; fireplaces, if any; and, any furniture and furnishing.

Each Owner shall bear the cost of electricity separately metered to his Unit, telephone and/or cable television installation and service and any other utility charge billed directly by the utility company furnishing such service to such Owner.

The cost of gas, water, electricity (to the extent not separately metered) and any other utility service (except to the extent such costs are borne by the individuals Owners as set forth above) shall also be an expense of administration of the Condominium Project to be assessed in accordance with the condominium by-laws attached hereto as Exhibit A.

The cost of maintenance, repair and replacement of both general and limited common elements (except to the extent such costs are borne by each Owner as set forth above) shall be an expense of administration of the Condominium Project to be assessed in accordance with the condominium by-laws attached hereto as Exhibit A.

Each Owner (and the Association to the extent it is necessary to effect emergency or other repairs necessary to prevent damage to other Units or the common elements) shall have the following easements to, through and over the general and limited common elements to the extent necessary for such Owner's maintenance, repair and replacement:

(i) to paint, remove and replace any finish on the interior surface of any general or limited appurtenant to his Unit;

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(ii) to install, repair, maintain, remove and/or replace any plumbing, heating, cooling, lighting, cooking or other fixtures or equipment which are a part of his Unit or which would become a part thereof when installed in any bearing wall, floor, ceiling or roof; provided, however, such installation, repair, maintenance, removal and/or replacement shall not impair the structural integrity of the building in which his Unit is located, nor shall it adversely affect any adjacent Unit, nor shall it alter the external appearance of the building in which his Unit is located (unless the Association consents thereto);

(iii) to drive and remove nails, screws, bolts and the like into and from bearing walls, floors, ceiling and roof; provided, however, such action shall not impair the structural integrity of the building in which his Unit is located, nor shall it adversely affect any adjacent Unit, nor shall it alter the external appearance of the building in which his Unit is located (unless the Association consents thereto).

Subject to the provisions contained herein, no Owner shall use his Unit or the general or limited common elements in any manner inconsistent with the purpose of the Condominium Project, or in any manner so as to interfere with or impair the rights of another Owner in the use and enjoyment of his Unit or the general or limited common elements.

Public utilities (or private companies) furnishing services to the Condominium Project for common use such as water, electricity, gas and telephone shall have access to the general and limited common elements and each Unit as may be necessary or desirable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium Project to install, repair or maintain such services (except as otherwise provided herein) shall be an expense of the administration of the Condominium Project to be assessed in accordance with the condominium by-laws attached hereto as Exhibit A.

4. In the condominium subdivision plat attached hereto as Exhibit B, the residential buildings in the Condominium Project are lettered A thru V and the Units located therein are numbered by Unit number as set forth below. In determining dimensions and area, each enclosed space in a Unit shall be measured from interior finished, unpainted surfaces of the perimeter walls and each patio and/or balcony, if any, in such Unit may be measured to the exterior surface of its retaining fence or rail.

Each Unit shall consist of the following portions of the building in which it is located: (i) the interior surface of each perimeter wall and the exterior surface of any retaining fence or rail of any patio or balcony; (ii) the interior surface of the perimeter ceiling; (iii) the upper surface of the sub-floor; (iv) the interior surface (including all glass or glass substitute) of the windows and doors set in perimeter walls; (v) the air space enclosed within the area described and delimited in (i) through (iv) above; (vi) any and all walls, ceilings, floors, partitions and dividers wholly within such air space (but excluding any pipes, ducts, wires, cables, conduits, bearing beams or supports contained within such walls, ceilings, floors, partitions and dividers or within such air space); and (vii) all plumbing, heating, ventilating, air conditioning, lighting, cooking, and other fixtures and equipment (exclusive of pipes, ducts, wires, cables or conduits) located wholly or partly within such air space.

It is expressly stipulated, and each and every purchaser of a condominium unit, his heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size and dimensions of each unit as set out and shown in this Declaration or in the said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Developer does not warrant, represent or guarantee that any unit actually contains the area, square footage or dimensions shown by the plat thereof. Each purchaser and owner of a condominium unit or interest therein, has had full opportunity and is under a duty to inspect and examine the Unit purchased by him prior to the purchase thereof, and agrees

that the Unit is purchased as actually and physically existing. Each purchaser of a condominium unit hereby expressly waives any claim or demand which he may have against the Developer on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Units or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, rising, or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building.

The percentage of value assigned to each Unit in the Condominium Project is set forth below and is an arbitrary figure based upon the approximate size of each unit (exclusive of any patio or balcony contained therein) in relation to the others, but nevertheless shall be determinative of the proportionate share of each respective Owner in the Ownership of the Common Elements, the proceeds and expenses of administration and the value of such Owner's vote at meetings of the Association. The total value of the Condominium Project is 100%.

Set forth below are:

A. The letter of the building and each Unit number as it appears on the condominium subdivision plat attached hereto as Exhibit B; and

B. The percentage of value assigned to each such Unit.

UNIT BUILDING LETTER
AND UNIT NUMBER

PERCENTAGE OF
VALUE ASSIGNED

BLDG. A

101	1.10
102	.81
104	.81

	106	1.10
	107	1.10
	108	.81
	110	.81
	112	1.10
	201	1.10
	202	.81
	204	.81
	206	1.10
	207	1.10
	208	.81
	210	.81
	212	1.10
BLDG. B		
	113	.81
	114	.97
	115	.97
	116	.81
	117	.81
	118	.97
	119	.97
	120	.81
	213	.81
	214	.97
	215	.97
	216	.81
	217	.81
	218	.97
	219	.97
	220	.81
BLDG. C		
	121	.64
	122	.64
	123	.64
	124	.64
	125	.64
	126	.64
	221	.64
	222	.64
	223	.64
	224	.64
	225	.64
	226	.64

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BLDG. D

127	.81
128	.97
129	.97
130	.81
131	.81
132	.97
133	.97
134	.81
227	.81
228	.97
229	.97
230	.81
231	.81
232	.97
233	.97
234	.81

BLDG. E

135	.64
136	.64
137	.64
138	.64
139	.64
140	.64
141	.64
142	.64
235	.64
236	.64
237	.64
238	.64
239	.64
240	.64
241	.64
242	.64

BLDG. F

143	.81
144	.97
145	.97
146	.81
147	.81
148	.97
149	.97
150	.81
243	.81
244	.97
245	.97

	246	.81
	247	.81
	248	.97
	249	.97
	250	.81
BLDG. G		
	151	1.10
	152	1.10
	153	1.10
	154	1.10
	251	1.10
	252	1.10
	253	1.10
	254	1.10
BLDG. H		
	155	1.10
	156	.81
	158	.81
	160	1.10
	161	1.10
	162	.81
	164	.81
	166	1.10
	255	1.10
	256	.81
	258	.81
	260	1.10
	261	1.10
	262	.81
	264	.81
	<u>266</u>	<u>1.10</u>
TOTAL	116	100%

5. So long as Developer owns one or more Unit in the Condominium Project, Developer shall be subject as an Owner to the provisions of this Declaration and Master Deed and Exhibits A and B attached hereto.

6. Any first mortgagee, upon foreclosure of its lien on a Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Unit (including, without limitation, any assessment for annual maintenance as provided in any restrictive covenants of record, if any, affecting the property covered hereby) which may have accrued prior to the time such mortgagee acquired title. In the event any such Unit is subject to an assessment for maintenance pursuant to

any restrictive covenant as referred to above, then and in such event said charge shall be the liability of the prior owner of such Unit only and the Association and/or any such prior Unit owner shall hold any such first mortgagee and the Unit subject thereto harmless from any and all liability therefor. Any assessment lien created or claimed under the provisions of Article II, Exhibit A of this Declaration and Master Deed shall be subject and subordinate to the rights of any first mortgagee of any duly recorded first mortgage upon one or more Units made in good faith and for value. No lien created under the provisions of said Article II, Exhibit A shall in any way defeat, invalidate or impair the rights of any first mortgagee under any such duly recorded first mortgage unless such mortgagee shall expressly subordinate its interest, in writing, to such lien.

No amendment to this Declaration and Master Deed shall affect the rights of the mortgagee of any such mortgage which is made in good faith and for value; provided that any such mortgage is recorded prior to the recordation of such amendment and written notice of delivery and recordation of said mortgage is given to the Association pursuant to Article VII, Exhibit A.

Notwithstanding anything contained in this Declaration and Master Deed to the contrary, the Association may, upon the affirmative vote of the Owners otherwise entitled to vote and holding in aggregate at least fifty-one percent (51%) interest in the percentage of value assigned to all Units in the Condominium Project, execute a subordination agreement or agreements to extend the benefits of the two preceding paragraph to mortgages and mortgagees not otherwise entitled thereto.

No breach of any provision of this Declaration and Master Deed shall impair or invalidate any lien of any duly recorded mortgage made in good faith and for value encumbering one or more Units; provided, however, that all the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes contained in this Declaration and Master Deed shall be binding upon and effective against any person who acquires title to any beneficial interest in any Unit by way of foreclosure, or otherwise.

7. If the Condominium Project is totally or partially damaged or destroyed, or totally or partially taken by eminent domain, the repair, reconstruction or disposition thereof shall be in accordance with the condominium by-laws attached hereto as Exhibit A; provided, however, no provision contained herein, in the Condominium By-Laws or any other constituent document of the Condominium Project shall give an Owner, or any other party, priority over any first mortgagee with respect to the distribution of proceeds of insurance or condemnation awards.

8. In the event that any portion of a Unit or a general or limited common element changes boundaries and thereby encroaches upon another Unit or such common element due to the shifting, settling or moving of a building or buildings in the Condominium Project, such changed boundaries shall be deemed to constitute the boundaries of the Units and the general or limited common elements so affected in accordance with Section 9 of the Act.

9. (a) The regime established for the Condominium Project hereby shall not be vacated, waived, revoked, abandoned or terminated (except for abandonment provided by statute in case of substantial loss to the Units and Common Elements), (b) nor shall the percentage of value assigned to nor the dimensions of any Unit be changed (including, without limitation, any change resulting from subdivision or partition), (c) nor shall the Common Elements be abandoned, partitioned, subdivided, encumbered, sold, or transferred, unless at least seventy-five percent (75%) of the Owners and all of the mortgagees of the mortgages covering Units agree in writing to such vacation, waiver, revocation, abandonment, termination, partition, subdivision, encumbrance, sale, transfer or amendment (d) nor shall any other provision of this Declaration be amended (with the express exception of the provisions of the condominium by-laws attached hereto as Exhibit A, which may be amended in accordance with the terms thereof) unless at least fifty-one percent (51%) of the Owners and at least seventy-five percent (75%) of the Mortgagees of the mortgages covering Units agree in writing to such amendment; provided, however, unanimity shall be required to the extent set forth in the Act. No amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Owners or Units, unless the owners so affected shall consent in writing thereto, nor shall any amendment make any mat

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the provisions herein, if any, as they relate to insurance and/or repair or reconstruction after a casualty or destruction, without the prior written consent of all record holder of purchase money mortgages on all Units affected thereby. Notwithstanding the generality of the foregoing, and notwithstanding anything in Paragraph 6 to the contrary, Developer may amend this Declaration and Master Deed in order to: (i) correct survey or other errors made herein prior to the first annual meeting of the Association; and, (ii) change the percentages of value assigned to and the dimensions of Units owned by Developer so long as such changes do not affect the percentages of value assigned to other Units in the Condominium Project not owned by Developer; and, (iii) conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar and duly constituted governmental authority with respect to Condominium documentation. Any amendment hereto shall be evidenced by written instrument to such effect executed by the Association (or when appropriate by the Developer only) and duly recorded in the Condominium Records of Harris County, Texas.

10. All present and future Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration and Master Deed, the Unit Deed, Articles of Incorporation, by-laws and rules and regulations of the Association, as they may be amended from time to time, and all items affecting the title to the property. The acceptance of the Unit Deed or the entering into occupancy of a Unit shall constitute an agreement that: (i) this Declaration and Master Deed, the Unit Deed, Articles of Incorporation, by-laws and rules and regulations of the Association, as they may be amended from time to time, and all items affecting title to the property are accepted and ratified by each such Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed to be covenants running with the land to bind any person having at any time any interest or estate in such Unit, as though such provisions were cited and stipulated in each and every Unit Deed, and (ii) violations of this Declaration and Master Deed, the Unit Deed, Articles of Incorporation, by-laws or rules and regulations of the Association by any such person shall be deemed to be a substantial violation of the duties of the Owner.

11. The invalidity of any provision of this Declaration and Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and Master Deed and, in such event, all the provisions of this Declaration and Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

12. No provision contained in this Declaration and Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13. In the event Developer shall sell, assign, transfer or convey, or in the event any other person, firm or corporation shall acquire by foreclosure, deed in lieu thereof, or otherwise, Developer's interest in the property hereby covered (other than by and through the sale of individual condominium units), then and in any such event any such subsequent owner shall succeed to and be bound by all the rights, privileges, duties and obligations of the Developer.

IN WITNESS WHEREOF, Developer has caused this Declaration and Master Deed to be executed the day and year first written above.

AMERICAN CONDOMINIUM CONSTRUCTION
CORPORATION, a Texas corporation

By: Charles G. Nickson
Charles G. Nickson
President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES G. NICKSON, President of AMERICIAN CONDOMINIUM CONSTRUCTION CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26 day of May, 1979.

Elizabeth Engelbrecht
Notary
Public in and for Harris
County, T E X A S

ELIZABETH ENGELBRECHT
Notary Public in Harris County, Texas
My Commission Expires October 29, 1980
Bonded by Alexander Lovett, Lawyers Surety Corp.



EXHIBIT A

TO DECLARATION AND MASTER DEED

CONDOMINIUM BY-LAWS
OF
BAYBROOK CONDOMINIUMS

ARTICLE I

BAYBROOK CONDOMINIUM ASSOCIATION

Section 1. BAYBROOK CONDOMINIUMS shall be administered by a non-profit corporation incorporated under the laws of the State of Texas under the name of "BAYBROOK CONDOMINIUM ASSOCIATION" (herein referred to as the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project, the Common Elements and easements appurtenant thereto in accordance with (i) the Declaration and Master Deed, (ii) these by-laws (which shall also be the by-laws of Baybrook Condominium Association), (iii) the Articles of Incorporation and duly adopted rules and regulations of the Association and (iv) the laws of the State of Texas.

Section 2. The Association may provide for independent management of the Condominium Project. Such independent management may jointly manage the Condominium Project and other property. In such event, the Association shall not be required to bear in excess of its pro rata share (based on the ratio that the number of Units in the Condominium Project bears to the number of total units of whatever type so jointly managed) of such independent management expense. Any agreement for independent professional management of the Condominium Project, or any other contract providing for services by the Developer, sponsor or builder, shall provide that any such contract may be terminated by either party with cause on thirty (30) days' written notice, or without cause on ninety (90) days' written notice, without payment of any termination fee, and the term of any such contract shall not exceed one (1) year, but may be renewable by agreement of the parties for successive one-year periods. Any decision by the Association to terminate independent management and assume self-management of the Condominium Project shall require the prior written approval of all first mortgagees of mortgages covering Units.

CONSENT OF MORTGAGEE

The undersigned, NORTH SIDE BANK, being the owner and holder of an existing Mortgage and liens upon and against the Land and Property described as the Property in the foregoing Declaration, as such Mortgagee and lienholder, does hereby consent to said Declaration and the exhibits attached thereto and to the recording of same for submission of said Property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes.

This consent shall not be construed or operate as a release of said Mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said Mortgage and liens shall hereafter be upon and against each and all of the individual Units and all appurtenances thereto, and all of the undivided shares and interests in the Common Elements of the Property and of said condominium regime established by said Declaration.

SIGNED AND ATTESTED by the undersigned by and through its duly authorized officers, this the 7 day of June, 1979.

NORTH SIDE BANK

ATTEST:

Debra S. Horton
Operations Officer

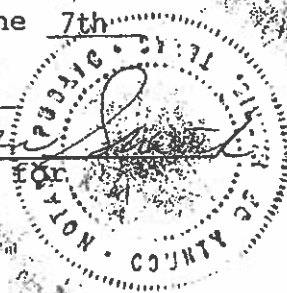
By: Frank D. Jameson
Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Frank D. Jameson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said NORTH SIDE BANK, a banking corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of June, 1979.

Joan Shelton Smith
Notary Public in and for
Harris County,
T E X A S
Joan Shelton Smith



Section 3. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. Each Owner shall be a member of the Association and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the Association.

B. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.

C. Each member shall be entitled to a vote, the value of which shall equal the total of the percentage of value assigned to the Units owned by such member as set forth in the Declaration and Master Deed. No member, other than Developer, shall be entitled to vote at any meeting of the corporation until such member has presented evidence of ownership of a Unit in the Condominium Project to the board of directors. The vote of each member may only be cast by such member or by proxy given by such member to his or her spouse or to another member or to his duly authorized representative bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Unit shall be in the name of two or more persons as Owners, all of such persons shall be members of the corporation and are referred to herein as "Joint-Owners". Any one of such Joint-Owners may vote at any meeting of the members of the corporation and such vote shall be binding upon such other Joint-Owners who are not present at such meeting until written notice to the contrary has been received by the board of directors in which case the unanimous vote of all such Joint-Owners (in person or by proxy) shall be required to cast their vote as members. If two or more of such Joint-Owners are present at any meeting, their unanimous action shall also be required to cast their vote as members of the corporation.

D. There shall be an annual meeting of the members of the Association, and other meetings may be provided for in the by-laws of the Association. Notice of time, place and subject matter of all meetings, as provided in the by-laws of the Association, shall be given to each Owner by mailing the same to such Owner or to the individual representative designated by such Owner at the address given by such Owner to the Association. If any Owner shall fail to give an address to the Association for the mailing of notices, all notices shall be sent to the Unit of such Owner, and such Owner shall be deemed to have been given notice of any such meeting irrespective of the actual receipt of the same. Until the first meeting of members, the affairs of the Association shall be managed by the first Board of Directors named in the Articles of Incorporation of the Association, or their replacements. The first annual meeting of the members of the corporation shall be held within ninety (90) days after (i) December 31, 1981, or (ii) conveyance by Developer of more than eighty percent (80%) in number of the Units in the Condominium Project, whichever is the first to occur. Thereafter, an annual meeting of the members of the corporation shall be held in each succeeding year on the third Tuesday of the third month following the close of the fiscal year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 7:00 p.m. at which time the members shall elect a board of directors, and shall transact such other business as may properly be brought before the meeting.

E. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, the articles of incorporation, these by-laws, the Declaration and Master Deed or the Condominium By-laws, may be called by the president, the board of directors, or by members having not less than ten percent (10%) of the total percentage of values assigned to those members transacted at all special meetings shall be confined to the objects stated in the notice of such meeting.

F. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting

is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each member of the corporation entitled to vote at such meeting. In addition, timely written notice of all meetings of the Association shall be given to the holders of first mortgages as they appear in the books and records of the Association and each such mortgagee shall be entitled to appoint a non-voting representative to attend such meetings.

G. Except as otherwise provided by statute, or these by-laws, the presence in person or by proxy of sixty percent (60%) of the percentage of values of the Owners qualified to vote shall constitute a quorum for holding any meeting of the members of the Association. If, however, such quorum shall not be present or represented at any meeting of the Owners, the Owners present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. If a quorum shall be present or represented by proxy at such meeting held in lieu of the adjourned meeting(s), any business may be transacted at such meeting as originally notified.

H. At any meeting of the members of the Association, votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association.

I. When a quorum is present at any meeting of the Association, the vote of fifty-one percent (51%) or more of the percentage of values of those Owners qualified to vote and present in person or proxy at such meeting shall decide any question brought before such meeting, unless the question is one upon which by express provision of any statute, the Declaration and Master Deed, the Articles of Incorporation of the Association or these by-laws, a different vote is required, in which case such express provision shall

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govern and control the decision of such question. The Owners present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Owners to leave less than a quorum.

J. At all meetings of the Owners cumulative voting shall not be permitted.

K. Any first mortgagee of a Unit shall be permitted to be represented at any meeting of the Association. Any such mortgagee shall designate any such representative in writing and deliver same to Association at or prior to a meeting. Upon written request by a first mortgagee, the Association shall provide such mortgagee with notice of any meeting of the Association provided pursuant hereto.

Section 4. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts of the administration of the Condominium Project which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such books shall be open for inspection by the Owners and their mortgagees during reasonable working hours on weekdays and shall be audited annually by qualified auditors within ninety (90) days after the end of any fiscal year of the Project, or as soon thereafter as practicable. The cost of such audit shall be an expense of administration of the Condominium Project and the Association shall, upon request, agree to provide the holders of first mortgages with copies of such reports.

Section 5. All costs incurred by the Association, including but not limited to any costs incurred in satisfaction of any liability arising within, caused by or in connection with the Association's operation, maintenance or use of the Condominium Project, shall be Association expenses. All sums received by the Association, including but not limited to all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association, shall be Association receipts.

Section 6. The registered office of the corporation shall be at Fifty Briar Hollow, Suite 290 West, Houston, Texas 77027, and the name of the registered agent of the corporation at such address is Charles G. Nickson. The corporation may also have offices at such other places, both within and without the State of Texas, as the board of directors may from time to time determine or the business of the corporation may require.

Section 7.

A. The business and affairs of the corporation shall be managed by its board of directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the articles of incorporation, these by-laws, the Declaration and Master Deed or the Condominium By-laws directed or required to be exercised or done by the members.

B. The initial board of directors designated in the articles of incorporation shall consist of three (3) directors, none of whom need be members of the corporation or residents of the State of Texas. If a vacancy occurs in the initial board of directors prior to the first meeting of the members, such vacancy shall be filled by a person designated and appointed by Developer. At the first annual meeting of the members, the members shall elect five (5) directors and at such meeting and subsequent annual meetings the board of directors shall consist of five (5) directors, all of whom shall be members of the corporation, maintaining their permanent residences in the Condominium Project. The directors shall be elected at the annual meeting of the members, except as hereinafter provided, and the three (3) persons receiving the most votes shall hold office for a term of two (2) years and the remaining two (2) persons receiving the least votes shall hold office for a term of one (1) year until the next annual meeting of the members following the election. Thereafter directors shall be elected and shall qualify and hold office for a term of two (2) years. The directors shall serve without compensation.

C. Any director may be removed either for or without cause at any special meeting of the members of the corporation by the affirmative vote of at least fifty-one percent (51%) of the percentage values represented in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall be given in the notice called such a meeting. If any vacancy occurs in the board of directors, caused by the death, resignation, retirement, disqualification or removal from office of any director or otherwise, a successor or successors may be chosen by the affirmative vote of a majority of the remaining directors, and each successor director so chosen shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of members or at a special meeting of members called for that purpose.

D. The directors of the corporation shall hold their meetings, both regular and special, within Harris County, Texas.

E. The first meeting of each newly elected board shall be held without further notice immediately following the annual meeting of members of the corporation, and at the same place, unless by unanimous consent of the directors then elected and serving such time or place shall be changed.

F. Regular meetings of the board of directors may be held without notice at such time and place as shall from time to time be determined by the board.

G. Special meetings of the board of directors may be called by the president on three (3) days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors. Except as may be otherwise expressly provided by statute, the articles of incorporation, these by-laws, the Declaration and Master Deed or the Condominium By-laws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

H. At all meetings of the board of directors the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors, when present at any meeting at which there is a quorum, shall be the act of the board of directors, except as may be otherwise specifically provided by statute, the articles of incorporation, these by-laws, the Declaration and Master Deed of the Condominium By-laws. If a quorum shall not be present at any meeting of directors the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8.

A. The board of directors may, by resolution passed by a majority of the whole board, designate one (1) or more committees, to consist of two (2) or more of the directors of the corporation. Any such committee, to the extent provided in said resolution, shall have and may exercise all of the authority of the board of directors in the management of the business and affairs of the corporation, except where action of the full board of directors is required by statute, the articles of incorporation, the Declaration and Master Deed or the Condominium By-laws.

B. Other committees not having and exercising the authority of the board of directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present, or by the present thereunder authorized by a like resolution of the board of directors. Membership on such committees may, but need not be, limited to directors or members of the corporation.

C. All committees shall keep regular minutes of their proceedings and shall report the same to the board when requested to do so.

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D. The board of directors may employ for the corporation a management agent at a compensation established by the board of directors and such management agent shall perform such duties and services with respect to the Condominium Project as the board of directors shall authorize, and the board of directors may delegate to such management agent such duties with respect to management, repair and maintenance of the Condominium Project which are not be statute, the articles of incorporation, these by-laws, the Declaration and Master Deed or the Condominium By-laws required to be performed by or have the approval of the board of directors or the members of the corporation.

E. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all members of the board of directors or committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

F. Subject to the provisions required or permitted by statute or the articles of incorporation for notice of meetings, members of the board of directors, or members of any committee designated by the board, may participate in and hold a meeting of the board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 9.

A. Whenever under the provisions of any statute, the articles of incorporation, these by-laws, the Declaration and Master Deed or the Condominium By-laws, notice is required to be given to any director or member, and no provision is made as to how such notice

shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such director or member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be deposited in the United States Mail.

B. Whenever any notice is required to be given to any member or director of the corporation under the provisions of any statute, the articles of incorporation, these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

Section 10.

A. The officers of the corporation shall be elected by the directors from among the members of the board of directors and shall be a president, a secretary and a treasurer. The board of directors may also choose one (1) or more vice-presidents, and one (1) or more assistant secretaries and assistant treasurers. Any two (2) or more offices may be held by the same person except that the offices of president and secretary shall not be held by the same person.

B. The board of directors at its first meeting after each annual meeting of members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the board. The board of directors may also elect such vice-presidents from among its members as it may determine.

C. The board of directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

D. Each officer of the corporation shall hold office until the annual meeting of the board of directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the whole board of directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the board of directors.

E. The president shall be the chief executive officer of the corporation. He shall preside at all meetings of the members and the board of directors, shall have general and active management of the business and affairs of the corporation shall see that all orders and resolutions of the board are carried into effect, and shall perform such other duties as the board of directors shall prescribe.

F. Each vice-president shall have such powers and perform such duties as the board of directors may from time to time prescribe or as to the president may from time to time delegate to him.

G. The Secretary shall attend all sessions of the board of directors and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. Each assistant secretary shall have such powers and perform such duties as the board of directors may from time to time prescribe or as the president may from time to time delegate to him.

H. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the board of directors may prescribe. If required by the board of directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. Each assistant treasurer shall have such powers and perform such duties as the board of directors may from time to time prescribe.

Section 11. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 12. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 13. The corporate seal, if any, shall be in such form as may be determined by the board of directors. Said seal may, but need not, be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

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Section 14. The corporation shall indemnify any director, officer, or employee, or former director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs of expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willfull misconduct in the performance of the duty. The corporation may also reimburse to any director, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the directors not involved in the matter in controversy, whether or not a quorum, that it was to the interest of the corporation that such settlement be made and that such director, officer or employee was not guilty of gross negligence or willfull misconduct. Such rights or indemnification and reimbursement shall not be deemed exclusive or any other rights to which such director, officer, or employee may be entitled by law or under any by-law, agreement, vote of members or otherwise.

ARTICLE II

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium Project owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration of the Condominium Project.

Section 2.

A. The Association shall have the right to levy assessments against the Owners and/or Units; provided, however, that (i) such assessments may be levied solely for the purpose of raising revenues to pay for the

expenses of operation, management and maintenance of the Condominium Project and (ii) such assessments shall be non-discriminatory. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Such funds shall include, without limitation, an adequate reserve fund for the maintenance, repair and replacement of those common elements that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments. In addition, at the time of the initial sale of each Unit, either the Developer or the purchaser of such Unit shall deposit a sum equal to at least two (2) months' estimated maintenance assessment for each such Unit into a working capital fund for the initial operation of the Condominium Project. The assessment for such year shall be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium Project in any fiscal year, then the Board of Directors shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.

B. Special assessments, assessments other than those described in Subsection A above, may be made by the Board of Directors of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Condominium Project including, but not limited to, assessments for costs described in Section 5 of Article I hereof and capital improvements. However, any such special assessment shall not be levied without the prior approval of at least fifty-one percent (51%) of the percentage of values of all of the Owners.

C. Assessments levied by the Association against each Owner pursuant to Subsection A and/or Subsection B above which are expended on capital expenditures, or which are set aside in a reserve for future repairs of improvements within the Condominium Project (whether or not such repairs or improvements would otherwise be considered capital in nature pursuant to Section 263 of the Internal Revenue Code of 1954, as amended), shall be treated as capital contributions by such Owner to the Association and shall be shown on the books of the Association as such.

The provisions of this Subsection C may be amended by a majority of the Board of Directors of the Association if, in the sole discretion of said Board of Directors, such action is necessary to conform to any change in the Internal Revenue Code of 1954, as amended, or any Treasury Regulation or Ruling promulgated thereunder. Notwithstanding anything contained in this Declaration and Master Deed to the contrary, any amendment to this Subsection C duly authorized by the Board of Directors of the Association shall not require the consent of any Owner or mortgagee.

Section 3. All assessments levied against the Owner to cover expenses of the Association and the Condominium Project shall be apportioned among and paid by the Owners in accordance with the percentage of value assigned to each Unit according to this Declaration and Master Deed without increase or decrease for the existence of any rights with respect to the use of limited common elements (including without limitations parking spaces, patios and/or balconies) appurtenant to such Unit. Assessments shall be due and payable at such times as the Association shall determine, commencing the date of delivery of a deed to a Unit from Developer to subsequent Owner. Prior to such conveyance, Developer shall bear all assessments levied against Units owned by Developer in accordance with the aggregate percentage of value assigned thereto. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before five (5) days after the date of any such assessment.

Assessments in default may incur a late charge in amounts determined from time to time by the Board of Directors from the due date until paid. Each Owner shall be, and remain, personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with these by-laws, and any unpaid assessments with accrued late charges thereon owed with respect to a Unit may, at the option of the Association, be collected out of the sale proceeds of such Unit in accordance with Section 18 of the Act. In addition, to the extent permitted by law, Developer hereby reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure the payment of any regular or special assessment which be levied pursuant to the terms hereof, which liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including interest, costs and reasonable attorneys' fees, shall be chargeable to the Owner in default. Such lien shall be subordinated and inferior only to the following (i) assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on such Unit and (ii) amounts due under any first mortgage instruments duly recorded. Notice of any unpaid assessment, regular or special, may be recorded by the Association in the Condominium Records of Harris County, Texas. Notwithstanding anything contained herein to the contrary, any first mortgagee, upon foreclosure of its lien on a Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Unit which may have accrued prior to the time such mortgagee acquired title, and in any such event, the Association shall release its lien for any such unpaid assessments.

Section 4. No Owner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium Project by waiver of the use or enjoyment of any of the Common Elements or by the abandonment, sale or other disposition of his Unit.

Section 5. The Association may, in addition to its rights under Section 3 hereof and Section 18 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest, costs and attor-

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neys' fees shall be chargeable to the Owner in default. The Association may also discontinue the furnishing of any utilities or other services to an Owner in default of his obligations to the Association or other Owners as set forth herein upon seven (7) days written notice to such Owner of its intent to do so. An Owner in default of his obligations to the Association or other Owner as set forth herein shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

ARTICLE III

OWNER ACTION

Without limiting the other legal rights of any Owner or the Association, legal action may be brought by the Association in its sole discretion on behalf of two (2) or more Owners as their respective interests may appear with respect to any cause of action relating to the Common Elements of more than one (1) Unit.

ARTICLE IV

INSURANCE

Section 1. The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workmen's compensation insurance (hereinafter referred to as the "Master Policy"), with respect to the Condominium Project and the Association's administration thereof in accordance with the following provisions:

A. The Master Policy shall be purchased by the Association for the benefit of the Association, the Owners and their mortgagees as their interests may appear (subject to the provisions of these by-laws, the Declaration and Master Deed and the Act), and provision shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the Owners. The Owners shall obtain insurance coverage upon their personal property at their own expense. The Association and the Owners shall use their best efforts to see

that all property and liability insurance carried by an Owner or the Association shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Owners or the Association and the respective tenants, servants, agents, and guests of the Owners or the Association, as the case may be.

B. All buildings, improvements, personal property and other Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, (with appropriate endorsements to cover fixtures, installations or additions comprising a part of each building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual Units initially installed, or replacements thereof, in accordance with the original plans and specifications for the Condominium Project, specifically referring to and including the interior walls of each Unit), in an amount equal to the maximum insurable replacement value thereof, excluding the cost of excavations, foundations and footings, as determined annually by the Board of Directors of the Association; provided, however, such amount shall be not less than eighty percent (80%) of the maximum insurable value (based upon replacement cost). The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best efforts to see that the liability insurance carried by the Association shall cover the Common Elements and shall contain, if available, cross-liability endorsements or appropriate provisions for the benefit of the Owners, individually and as a group, the members of the Board of Directors, and the management company, if any, insuring each insured against liability to each other insured. The Association shall also carry fidelity coverage against dishonest acts on the part of the members of the Board of Directors, Owners, the management company, if any, and any other persons (including volunteers, with an appropriate endorsement, if required) handling funds belonging to or administered by the Association. Such fidelity coverage shall be in an amount as determined from time to time by the Board of Directors.

C. All premiums upon insurance purchased by the Association pursuant to these by-laws shall be included in the Association's budget in accordance with Subsection 2A, Article II hereof, except that the amount of increase over such premiums occasioned by the use, misuse, occupancy or abandonment of a Unit or the Common Elements by an Owner shall be assessed only against such Owner.

D. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Owners and their mortgagees (subject to the provisions of these by-laws, the Declaration and Master Deed and the Act) as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided in Article V of these by-laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction under the Declaration and Master Deed and these by-laws shall be applied to such repair or reconstruction.

E. Notwithstanding anything contained herein to the contrary, no provision herein, the Declaration or any of the condominium constituent documents shall give any owner or any other person priority over any purchase money mortgages with respect to the distribution of insurance proceeds.

ARTICLE V

RECONSTRUCTION OR REPAIR; CONDEMNATION

Section 1. If less than two-thirds (2/3rds) of the buildings in the Condominium Project (as determined by the vote or written consent of the majority of the percentage of value assigned to the Owners in the reasonable exercise of their discretion) shall be damaged by fire or any other casualty, then the buildings in the Condominium Project shall be rebuilt or repaired. If more than two-thirds

(2/3rds) of the buildings in the Condominium Project (as determined by the vote or written consent of a majority of the percentage of value assigned to such Owners in the exercise of such discretion) shall be damaged by fire or other casualty, then reconstruction shall not be compulsory without the unanimous consent of each Owner. In the event that such Owners decide not to reconstruct the Condominium Project, the land (more particularly described on Exhibit B of this Declaration and Master Deed) shall be sold and such sale proceeds along with any insurance proceeds shall be distributed to each Owner and his mortgagee, as their interests may appear, in accordance with each Owner's percentage of value in the Condominium Project.

Section 2. Any reconstruction or repair of the buildings in the Condominium Project or any Unit located therein shall be substantially in accordance with the Declaration and Master Deed and the original plans and specifications for the buildings in the Condominium Project unless the Owners and their mortgagees shall unanimously decide otherwise.

Section 3. Each Owner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, furniture, furnishings, decorative light fixtures, and all appliances located therein irrespective of whether or not such appliances are ~~"built-in" to the Unit and other items of personal property~~ belonging to such Owner. Each Owner shall not be responsible for the reconstruction, repair or replacement of interior walls, fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Owners' Unit as initially installed, or replacements thereof, in accordance with the original plans and specifications of the Condominium Project, to the extent the same are covered by insurance maintained by the Association. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse, or the negligence or misuse by his family, tenants,

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guests, agents, servants, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

Section 4. As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium Project for which the Association has insurance coverage (hereinafter referred to as the "Casualty") the Association shall obtain reliable and detailed cost estimates of the following:

A. The cost of restoring all damage caused by the Casualty to the general and limited common elements (hereinafter referred to as the "Common Element Costs"); and

B. The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Owners by the Association in the following manner:

A. All Owners shall be assessed on the basis of their percentage of value in the Condominium Project for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

B. Each Owner of a damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is his estimated Unit Costs and the denominator of which is the total of all of the estimated Unit Costs.

If actual costs exceed such estimated costs, then an additional assessment shall be made against the Owners by the Association in the above manner based upon actual costs.

Section 5. In the event of any taking of any Unit in the Condominium Project by eminent domain, or private purchase in lieu thereof, subject to, the provisions of Section 6 of this Article V, the Association, as trustee for the Owner of such Unit and his mortgagee, shall be entitled to receive the award for such taking and, after acceptance thereof, if such Owner shall, abandon his Unit by virtue of such taking, he and his mortgagee shall be divested of all interest in the Condominium Project. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority of the percentage of value assigned to the remaining Owners (subject to the provisions below regarding the appointment of the Association as attorney-in-fact) shall determine by vote or written consent whether to rebuild or repair the Condominium Project or to take such other action as such remaining Owners deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, then the remaining portion of the Condominium Project shall be resurveyed and the Declaration and Master Deed and Exhibit B shall be amended to reflect such taking and to proportionately readjust the percentages of value assigned to the remaining Owners based upon a continuing total value of the Condominium Project of one hundred percent (100%).

Section 6. A. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Condominium Project, in whole or in part, upon its destruction, repair or obsolescence, or if it is subject to condemnation proceedings contemplated herein.

Title to any condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument or conveyance from the Developer or from any owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead for the purpose of dealing with said property upon its destruction or obsolescence or taking by eminent domain as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interests of a condominium Owner which are necessary and appropriate to the exercise of the powers herein granted. Any repair, reconstruction or replacement made of the improvement(s) shall be to substantially the same condition existing prior to the damage, with each Unit and the general and limited common elements having substantially the same condition existing prior to the damage, with each Unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance or condemnation proceeds collected shall be available to the Association for the purposes of repair, restoration or replacement unless the owners agree not to rebuild in accordance with the provisions set forth herein. The Association shall have full authority, right and power, as attorney-in-fact, to cause any repair and restoration of the improvement(s) permitted or required hereunder.

In addition, and without limitation on the generality of foregoing, the Association as said attorney shall have the full power and authority to purchase and maintain insurance, to collect and remit the premiums therefor, to collect proceeds of insurance and/or condemnation awards and to distribute the same to the Association, the owners and

their respective mortgagees (subject to the provisions hereof) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such owners and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit for the liability of any Owner for occurrences therein not caused by or connection with the Association's operation, maintenance or use of the Condominium Project.

B. Notwithstanding anything contained herein to the contrary, no provision contained herein or in the Declaration shall give an owner, or any other party, priority over any first mortgagee with respect to distribution of proceeds of insurance or condemnation.

Section 7. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements or in the event of any taking by condemnation of any Unit or the Common Elements, or any part of either, any first mortgagee directly affected thereby shall be given timely written notice of same.

ARTICLE VI

~~RESTRICTIONS~~

Section 1. No Unit in the Condominium Project shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences. In this regard and in order to control the number of people living in the project, no more than three (3) persons may occupy any one-bedroom unit and no more than four (4) persons may occupy any two-bedroom apartment.

Section 2. No Owner shall make structural alterations or modifications to his Unit or to any of the Common Elements, including the erection of antennae, aerials, awnings, the placement of any reflective or other material in the windows of the Unit (other than uniform draperies approved

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by the Board of Directors) or other exterior attachments without the prior written approval of the Association. The Association shall not approve any alteration, decoration or modification which would jeopardize or impair the soundness, safety or appearance of the Condominium Project. No Owner shall make any alteration or modification involving plumbing, electricity and/or heating, ventilating or air conditioning within such Owners' Unit, or on or in the Common Elements, without the prior written consent of the Association.

Section 3. With the express and limited exception of any first mortgagee in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu thereof, no Owner may lease, rent or let his Unit to any other person or persons for transient or hotel purposes. To insure this end, any such leasing, renting or letting shall be for single-family residence purposes and shall be for a term of no less than six (6) consecutive months in duration. No Owner shall be permitted to lease less than the entire Unit. Any lease shall be in writing and shall contain covenants obligating the tenant to comply with this Declaration and Master Deed and the By-laws of the Association.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners. ~~No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium Project.~~ No Owner shall store any dangerous explosive or inflammable liquids or other materials either in his Unit or upon the Common Elements.

Section 5. No signs or other advertising devices which are visible from the exterior of any Unit or upon the Common Elements shall be displayed, including "For Sale" signs, without written permission from the Association.

Section 6. No animals shall be kept except household dogs, cats, birds and fish. Such pets may not be kept or

bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No pet shall weigh more than twenty-five (25) pounds nor shall more than one (1) such household pet may be kept without written permission of the Board of Directors of the Association. No pets may be permitted to run loose upon the Common Elements, and any Owner who causes any animal to be brought or kept upon the premises of the Condominium Project shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Notwithstanding the generality of the foregoing, if after (i) repeated violations of this provision, (ii) ten (10) days' prior written notice to the owner of such pet(s), and (iii) an opportunity for such owner to have a hearing before the Board of Directors of the Association, such pet(s) is found by the Board to be in violation of this provision, then the owner of such pet(s) shall have ten (10) days in which to dispose of such pet(s) to any other person not an occupant of a Unit in the Condominium Project, failing which such pet(s) may be taken from such Owner and given to the Society for the Prevention of Cruelty to Animals, of Harris County, Texas.

Section 7. The Common Elements shall not be used for storage of supplies, personal property, trash or refuse of any kind (except common trash receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board of Directors of the Association), nor shall the Common Elements be used in any way for the drying, shaking or airing of clothing or other items. Stairs, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall unauthorized persons or pets play therein or thereon or use such areas for other than their intended purposes. In general, no activities shall be conducted nor condition maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium Project.

Section 8. Each Owner shall maintain his Unit and any limited common elements appurtenant thereto in clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, telephone, water, gas, plumbing, power or other utility systems throughout the Condominium Project and each Owner shall be responsible for his negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to the Common Elements.

Section 9. Non-discriminatory regulations concerning the use of the Condominium Project shall be promulgated by the first Board of Directors of the Association prior to the first annual meeting of the Association and such regulations, and subsequent regulations duly adopted from time to time by the Board of Directors, shall be binding on all members of the Association unless duly amended by at least sixty percent (60%) of the percentage of value assigned to the Owners.

Section 10. The Association or its agents shall have access to each Unit from time to time during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. If requested by the Association, each Owner shall furnish to the Board of Directors of the Association a duplicate key to the entrance door to his Unit and shall furnish a new duplicate key upon any change of locks thereto.

Section 11. Developer may from time to time lease Units for single-family residence purposes without the consent of the Association.

Section 12. Vehicles not in operating condition shall not be parked upon the premises of the Condominium Project (except in an assigned parking space). The Board of Directors may, if it deems it appropriate, prohibit recreational vehicles or boats and trailers from being parked on the premises. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the parking of a vehicle therein.

Section 13. Except for the provisions of Sections 4, 6 and 8 hereof, none of the restrictions contained in this Article VI shall apply to the sales office, sales models and other commercial activities or signs or billboards, if any, of Developer during the sales period of the Condominium Project or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and by-laws as the same may be amended from time to time, including without limitation the power of the Association to own a Unit for the use and enjoyment of the resident manager of the Condominium Project.

ARTICLE VII

MORTGAGES

Section 1. Any Owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of such mortgage, give notice to the Association in writing of the name and address of his mortgagee and the amount secured by said mortgage, and the Association shall maintain such information in a book entitled "Mortgagees of Units". Said written notice shall be separately maintained by the Association or by a person designated by the Association. Such Owner shall, in the same manner, notify the Association as to the release or discharge of any such mortgage.

Section 2. The Association shall, at the request of any first mortgagee of any Unit, report to such first mortgagee any unpaid assessments due from the Owner of such Unit to the Association.

Section 3. The Association shall notify each first mortgagee appearing in the book described in Section 1 of this Article VII of the name of each company insuring the Condominium Project under the Master Policy and the amounts of the coverages thereunder.

Section 4. The Association shall notify each first mortgagee appearing in the book described in Section 1 of this Article VII of any default by any Owner in the performance of such Owner's obligations hereunder which is not cured within thirty (30) days from the date of such default.

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Section 5. If necessary in order to satisfy FHLMC Conventional whole Loan requirements, the Association shall give FHLMC notice (c/o any affected Mortgagor at Mortgagor's address) in writing of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000.00 or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00.

Section 6. The Association shall notify in writing each first mortgagee appearing in the book described in Section 1 of this Article VII of all meetings of the Association.

ARTICLE VIII

TAXATION

Section 1. Each Unit shall be assessed and taxed for all purposes as a separate parcel of real estate, entirely independent of the building of which such Unit is a part, and independent of the Condominium Project or Common Elements thereof (except as set forth above), and each Owner shall be solely responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit. The valuation of General and Limited Common Elements shall be assessed separately to each Owner in accordance with the undivided percentage of value of each Owner as set forth in the Declaration. Such payment shall be made prior to the due date of such taxes, municipal claims, charges and assessments.

ARTICLE IX

AMENDMENT

Section 1. These by-laws (as opposed to the Declaration and Master Deed of which they are a part) may be amended by the members of the Association from time to time by approval of a majority of the percentage of values assigned to the Owners unless otherwise provided herein, or in the

Act. Any such amendment may be evidenced by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of a majority of the percentage of values assigned to the Owners in the Condominium Project, and such amendment shall be effective upon its recordation in the Condominium Records of Harris County, Texas. The procedure for proposing amendments hereto shall be the same as provided for proposing amendments to the by-laws of the Association. Notwithstanding anything contained herein to the contrary, if any proposed amendment to these by-laws would have the effect of altering or modifying any of the protections afforded purchase money mortgagees pursuant to the regulations promulgated by the Federal Home Loan Mortgage Corporation and/or the Federal National Mortgage Association, then and in such event any such proposed amendment must first be approved by all first mortgagees of Units in the Project before it shall be effective.

Section 2. No amendment to these by-laws shall in any way discriminate against any Unit Owner nor against any Unit nor against any class or group of Owners or Units, unless the Owners so affected shall consent thereto in writing. Neither shall any such amendment make any material change in the Articles entitled "Insurance" or "Reconstruction or Repair; Condemnation" without the prior written consent of all record owners of purchase money mortgages on any Units affected thereby.

ARTICLE X

DEFAULT

Section 1. Failure to comply with (i) the Declaration and Master Deed, (ii) these by-laws or (iii) the Articles of Incorporation, by-laws or duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof. The Association or any Unit Owner, as the case may be, may enforce the respective rights provided for in the Declaration and Master Deed or these by-laws.

Section 2. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding including without limitation reasonable attorneys' fees.

ARTICLE XI

CONSTRUCTION

Section 1. In the event these by-laws shall be inconsistent with Declaration and Master Deed, then the Declaration and Master Deed shall be controlling.



Original

012-76-1319

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AMENDMENT TO THE DECLARATION AND
MASTER DEED BAYBROOK CONDOMINIUMS

THE STATE OF TEXAS)
COUNTY OF HARRIS.)

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This Amendment to the Declaration and Master Deed is made and executed the 22nd day of April, 1985, by Henry Wiesmann, as President of the Baybrook Condominium Association, and Elsie Martin, Secretary of Baybrook Condominium Association for the purpose of amending the Condominium Bylaws of Baybrook Condominiums, which is Exhibit "A" to Declaration and Master Deed Baybrook Condominiums, which Declaration is recorded in the Condominium Records of Harris County, Texas, in Volume 99, at Pages 61-93.

WHEREAS, the Owners of Units are empowered by the above-referenced Declaration and Master Deed to amend the Condominium Bylaws by approval of the owners of the majority of the percentage of values assigned to the Owners;

WHEREAS, the Owners of over sixty-seven percent (67%) of the ownership interest in the Condominium Project have voted to amend the Condominium By-Laws;

NOW, THEREFORE, the President and Secretary certify that the following amendments have been approved by the Owners of over sixty-seven percent (67%) of the ownership interest in the Condominium Project:

Article I, Section 3, Paragraph D, of Condominium Bylaws, which is Exhibit "A" to the Declaration and Master Deed, shall read as follows:

"There shall be an annual meeting of the members of the Association, and other meetings may be provided for in the by-laws of the Association. Notice of time, place, and subject matter of all meetings, as provided in the by-laws of the Association, shall be given to each owner by mailing the same to such Owner or to the individual representative designated by such Owner at the address given by such owner to the Association. If any Owner shall fail to give an address to the Association for the mailing of notices, all notices shall be deemed to have been given notice of any such meeting irrespective of the actual receipt of the same. Until the first meeting of members, the affairs of the Association shall be managed

012-76-1320

by the first Board of Directors named in the Articles of Incorporation of the Association, or their replacements. The first annual meeting of the members of the corporation shall be held within ninety (90) days after (i) December 31, 1981, or (ii) conveyance by Developer of more than eighty percent (80%) in number of the Units in the Condominium Project, whichever is the first to occur. Thereafter, an annual meeting of the members of the corporation shall be held in each succeeding year on any day of the third month following the close of the fiscal year at 7:00 P.M. at which time the members shall elect a board of directors, and shall transact such other business as may properly be brought before the meeting."

Article I, Section J, Paragraph G, of Condominium Bylaws, which is Exhibit "A" to the Declaration and Master Deed, shall read as follows:

"Except as otherwise provided by statute, or these bylaws, the presence in person or by proxy of sixty percent (60%) of the percentage of values of the owners qualified to vote shall constitute a quorum for holding any meeting in the members of the Association. If, however such quorum shall not be present or represented at any meeting of the Owners, the Owners present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as hereinafter described shall be present or represented. Thereafter, the presence in person or by proxy of fifty-one percent (51%) of the percentage of values of; the owners qualified to vote shall constitute a quorum for holding such meeting and any business may be transacted at such meeting as originally notified."

Article I, Section 7, Paragraph B, of Condominium Bylaws, which is Exhibit "A" to the Declaration and Master Deed, shall read as follows:

"The initial board of directors designated in the Articles of Incorporation, shall consist of three (3) directors, none of whom need be members of the corporation or residents of the State of Texas. If a vacancy occurs in the initial board of directors prior to the first meeting of the members, such vacancy shall be filled by a person designated and appointed by Developer. At the first annual meeting of the members, the members shall elect five (5) directors and at such meeting and subsequent annual meetings the board of directors shall consist of five (5) directors all of whom shall be members of the corporation and at least three (3) of whom shall be members who maintain their permanent residence in the Condominium Project."

Nothing herein is intended to alter, modify or amend the Declaration and Master Deed recorded in the Condominium Records of Harris County, Texas, in Volume 99, at Pages 81-9), except as specifically provided hereinabove.

012-76-1321

IN WITNESS WHEREOF, the President and Secretary of the Association have caused this Amended to Declaration and Master Deed to be executed on the day and year first above written.

ATTEST:

BAYBROOK CONDOMINIUM ASSOCIATION

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Elsie Martin
Elsie Martin, Secretary

By Henry Wiesmann
Henry Wiesmann, President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 23rd day of April, 1985, by HENRY WIESMANN, President, and ELSIE MARTIN, Secretary of BAYBROOK CONDOMINIUM ASSOCIATION, a Texas corporation, on behalf of said corporation.



Dorothy Gauran
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Notary Public - Harris County, Texas
My Commission expires 11/2/85
(Print or Stamp Name of Notary)

RETURN TO:

MARILYN MIESZKUC
Gregg, Jones, Mieszkuć & Feldman
17044 El Camino Real
Houston, Texas 77058

APR 23 12 05 PM '85
Lisa Feldman
COUNTY CLERK
HARRIS COUNTY TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was filed in
the Public Records on the date and at the time stamped
above by me, and was duly RECORDED in the Public
Records of the County of Harris County, Texas on

APR 23 1985

-3-



Quita Bradburn
COUNTY CLERK
HARRIS COUNTY, TEXAS



SUPPLEMENT TO GOVERNING DOCUMENTS
FOR
BAYBROOK CONDOMINIUM ASSOCIATION, INC.

STATE OF TEXAS }

COUNTY OF HARRIS }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

BAYBROOK CONDOMINIUMS, A RESIDENTIAL CONDOMINIUM
REGIME LOCATED IN HARRIS COUNTY, TEXAS, AS FULLY
DESCRIBED WITHIN THAT CERTAIN DECLARATION AND MASTER
DEED GOVERNING BAYBROOK CONDOMINIUMS, RECORDED IN THE
OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, AT
VOLUME 99, PAGES 61-93, OF THE CONDOMINIUM RECORDS OF
HARRIS COUNTY, TEXAS, AND AS AMENDED BY INSTRUMENT
BEARING CLERK'S FILE NO. U988076, OFFICIAL PUBLIC
RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF
THE TEXAS PROPERTY CODE, AS PART OF THE DEDICATORY
INSTRUMENT GOVERNING THE ABOVE-DESCRIBED SUBDIVISION

Baybrook Condominiums Association

Rules and Regulations

Rule Acknowledgement of Owner/Tenant

All owners and tenants must sign a copy of this acknowledgement form regarding Association rules and must return the signed copy to the Association management company.

I/We (print name or names); _____
am/are the __ owner(s) __ tenant(s) (check the correct box) of Unit
No. _____. I (whether one or more) hereby acknowledge (i) that I have
received a copy of the Baybrook Condominiums Association Rules and
Regulations, and (ii) that I have read and understand my responsibility and
accountability as to, and that I am required to adhere to the said rules and
regulations, and all of the Association's other governing documents, and (iii)
that I may be fined and/or subject to other legal action for any violations.

Signature: _____ Signed: ____/____/____

Signature: _____ Signed: ____/____/____
(Co-Owner or Co-Tenant, as applicable)

**Baybrook Condominiums
Resident Information Form**

Unit #: _____

Owner: _____

Owner: Home: _____ Work: _____ Cell: _____

Owner/Tenant Occupied: _____

How Many Person(s) in Occupancy: _____

Names: _____

Tenant: Home: _____ Work: _____ Cell: _____

Term(s) of Lease: Start Date: _____ End Date: _____

Pet(s): Y_N_Dog: _____ Cat: _____ Weight: _____ Board Approved: _____

Rules to Tenant: Yes: _____ No: _____

Emergency Contact Person for Tenant: _____

Emergency: Home: _____ Work: _____ Cell: _____

I, The Owner of the above referenced unit, declare that the above information is true and correct and that, upon any changes, additions, or deletions, I will inform the on site manager within ten (10) days of such changes, such information being required of me, as owner, under the Texas Condominium Act, I also realize that, as owner, I am fully responsible, for legally and financially for any actions of my tenants, guests, or servants which are in violation of the Association By-Laws, Rules and Regulations and agree to promptly correct any infraction(s) that I am responsible for any damages upon notice by the Association or it's managing agent. I also realize that I am responsible for any legal fees and/or court costs incurred by the Association to enforce compliance with the Association documents.

Owner Date

Tenant Date

Baybrook Condominiums

Party Room Rental Agreement

I have read all the rules regarding the use of the Party Room and agree to abide by them. I understand that I am responsible for all cost incurred for cleaning and/or damages by myself or (if it applies) by my resident.

Owner: _____ Unit #: _____

Address: _____ Phone: _____

Owner's Signature _____ Date _____

Tenant: _____ Phone: _____

Tenant's Signature _____ Date _____

Party Room Hours

Sunday -- Thursday -
Friday & Saturday -

closes at 10:00 p.m.
closes at 12: midnight

Baybrook Condominiums

Clubhouse Facilities

1. The clubhouse is available to all Homeowners for private parties on a first come first serve basis and may be reserved at Houston Community Management Services Office. The room closes at 10:00 p.m. Sunday – Thursday and 12:00 midnight Friday and Saturday. All guests will be asked to vacate the building and all music must end at time.
2. There is a \$200.00 deposit, in form of a cashiers check or money order to reserve the Clubhouse, which will be returned as long as there is no damage and the clubhouse is left clean. Furniture must be arranged back in the same order it was found. Floors must be swept and mopped, counters must be wiped off, and carpet vacuumed, etc., for the return of the deposit. There is a non-refundable charge of \$25.00 for use of the party room for, utilities.
3. No children under the age of 18 years of age are allowed in the clubhouse or tennis court without a parent accompanying them.
4. No children under 14 years of age are allowed inside the pool area without a parent accompanying them inside the fenced in area at all times.
5. When using the Clubhouse for private parties, be sure that your guests use guest parking only. Anyone parking in a reserved space is subject to be towed away at the vehicle owner's expense.

Baybrook Condominiums

Party Room Reservation Agreement

Date: _____ Unit No: _____

Owner's Name: _____

Tenant's Name: (if applicable) _____

I would like to reserve the Party room for the following date:

Between the hours of _____ and _____.

- Rules:
1. A maximum number of 30 guests only.
 2. The Clubhouse closes at 10:00 p.m. on Sunday – Thursday and 12:00 midnight Friday and Saturday.
 3. Combination swimming and clubhouse parties are not allowed.
 4. The Party will end at 10:00 p.m. weekdays, and 12: 00 midnight on Friday and Saturday. The Clubhouse will be cleaned by 10:00 a.m. the following day.
 5. The key will be returned by 10:00 a.m. the following day by dropping it through the mail slot at the Clubhouse.
 6. Please, no loud music or disturbing noises.
 7. Beer kegs may be placed on the outside of the party room only.
 8. Furniture is to be placed back the way it was found.

Conditions and Obligations: I have read and will observe the clubhouse rules. I further assume responsibility for the condition of the facility at the end of my use period. I understand that any vandalism will be deducted from, but not limited to, my \$200.00 deposit. I also understand that an insufficient funds or stop payment check will subject me to future penalty of an additional \$35.00 for that check and Baybrook Board of Directors may assess my Unit for charges resulting from my misuse of or failure to properly supervise my guests at the facility. I assume full responsibility for my guests and myself and understand that anyone attending my party whether invited or not.

Baybrook Condominiums

Pre-Use Check:

Trash Removed: _____
Furniture Arranged: _____
Carpet Vacuumed: _____
Restroom Clean: _____
Tile Clean: _____
Stove Clean: _____
Refrigerator Clean: _____
No Smoking Allowed _____
Counter Clean: _____
Tables Clean: _____

Please note any areas of stain or damage to the carpet, walls, mini-blinds, furniture, etc.: _____

I understand that I am liable for any damages not noted on this form.

Signature of Unit Owner

Date

Signature of tenant (if applicable)

Date

Baybrook Condominiums
Pet Registration Form and Agreement/Release

Instructions: PLEASE READ ENTIRE IN ITS ENTIRETY BEFORE COMPLETEING AND SIGNING.

All forms must be fully completed before the form will be accepted. The UNIT OWNER (if different than Pet owner) must sign this form before it will be accepted (the Unit Owner and Pet Owner are sometimes referred to as the "Pet Obligor).

I. Pet Owner(s) Identification:

Name(s): _____
Unit No: _____ Telephone No. Work: _____ HM: _____

II. Pet Identification:

Name: _____ Breed: _____
Age: _____ Color: _____ Weight: _____
Other Description: _____
Estimated full maturity weight _____

III. Unit Owner(s) Identification (if different than pet owner)

Name: _____ Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Home: _____ Business: _____

IV. Certification- This is to certify that (i) all information contained herein is complete, true, and correct; and (ii) Pet Obligor(s) have read, understand and agree to all terms and conditions of this form.

Signature of Pet Owner

Signature of Pet Co-Owner

Print Name and Date Signed

Print Name and Date Signed

Signature of Unit Owner

Signature of Unit Co-Owner

Print Name and Date Signed

Print Name and Date Signed

V. Conditions for Acceptance of Registration

- a. **Exclusive Liability of Pet Obligators:** Pet Obligators agree to and assume full and exclusive responsibility for the pet and full liability for any and all claims and damages to persons and property attributable to the pet. Pet Obligators agree to release/indemnify the Association and its Directors, officers, agents, and employees from any claims and damages attributable to their pet.

VI. PLEASE ATTACH CURRENT PHOTO

**Baybrook Condominiums Homeowner's Association
Request for Satellite Dish Installation**

Date: _____ Unit#: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Owner of Unit: _____

Tenant of Unit: _____

System Installed By: _____

Date Installed: _____

Inspected By: _____ Date Inspected: _____

I am the unit owner of # _____ located at 15534 Zabolio, Webster, Texas 77598 and I will be responsible for any and all damages caused by the installation and/or removal of the satellite dish on unit# _____. I will pay Baybrook Homeowner's Association for the cost of repair(s) done by installing and/or removal of the system on the building. I will also be responsible for removing the dish when building repairs are to be done by the association and/or contractor hired by the association and/or management. The dish will be removed immediately when I move from the property and all damages will be repaired.

No satellite dish may be installed on the roof or common area. Satellite dish can only be installed in the "exclusive use" patio or on the "exclusive use" balcony. **Location of the satellite dish must be approved by the Board of Directors before dish can be installed.**

Homeowner and Tenant must both sign the agreement before the dish can be installed and must be submitted to the Management office for the board approval.

I have read this agreement and I will abide by the agreement.

Owner of Unit

Tenant of Unit

Satellite Dish to be installed: _____
(Please state where dish will be installed)

Baybrook Condominiums

Release of Liability

Date: _____ Unit #: _____

RE: Release of Liability to Baybrook Condominium Homeowners Association

I, _____ am the lawful owner of Unit Number: _____, located at 15534 Zabolio, Webster, Texas 77598 and I am aware that if given approval by the Board Members of Baybrook Homeowners Association, Inc. for me to install or have installed a satellite dish that I will release all responsibility to the Baybrook Condominium Homeowners Association if any damage or leaks occur where the new satellite dish is installed. I am totally responsibility for the maintenance and repairs to the satellite dish, including, but not limited to, all caulking to prevent leaks. I will remove the satellite dish if requested to do so to make repairs to the building. When I move off the property, the dish will be removed and holes repaired where the dish was installed. I am totally responsible for any and all damages if the satellite dish falls and causes injury or damage to any person or property. I understand that the satellite dish can only be installed in or my limited common area, including my balcony and/or patio area only. No satellite dish will be installed on the roof, chimney, or any common area of the property.

_____ Signature of Owner	_____ Date
_____ Board Member	_____ Date


Must be attached to all Architectural Control Committee Form Request and be completely filled and signed before approval will be given by the board of directors.

AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS)

THAT the foregoing and attached documents, as well as any attachments thereto, are original documents which were adopted in connection with the operation and administration of the Baybrook Condominiums, Harris County, Texas, the Baybrook Condominium Association, Inc., and all of the properties governed thereby. Such documents constitute a supplement to the Association's "dedicatory instrument," as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing and attached documents are hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

All facts recited and statements made herein are true, correct and in all respects accurate."

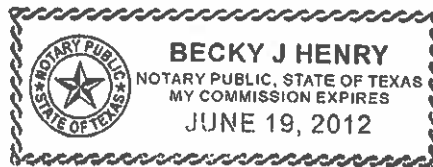


Michael J. Treece, Attorney
for Baybrook Condominium
Association, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 26th day of April, 2010.



NOTARY PUBLIC - STATE OF TEXAS



After Filing
Please Return to:

Treece Law Firm
1020 Bay Area Blvd.
Suite 200
Houston, Texas 77058



U151798

529-92-1865

Notice

DEDICATORY INSTRUMENTS
for
BAYBROOK CONDOMINIUM ASSOCIATION

THE STATE OF TEXAS §
COUNTY OF HARRIS §

12/20/99 101227690 0151798 039.00

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA JOHNSON, who, being by me first duly sworn, states on oath the following:

"My name is BARBARA JOHNSON, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the Manager for the BAYBROOK CONDOMINIUM ASSOCIATION. Pursuant with Section 202.006 of the Texas Property Code, the following documents (indicated by an "x"), in addition to the previously recorded Declarations, Covenants and Conditions for Baybrook Condominiums are copies of the original official documents from the Association's files:

59
W
0

- Articles of Incorporation
- Bylaws
- Architectural Control Guidelines
- Exterior Maintenance Guidelines
- Rules and Regulations.

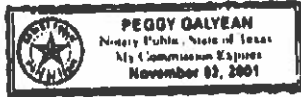
DATED this 22nd day of December, 1999.

BAYBROOK CONDOMINIUM ASSOCIATION

By Barbara Johnson
Barbara Johnson, Manager

10w

SUBSCRIBED AND SWORN TO BEFORE ME by the said BARBARA JOHNSON, on this the 22nd day of December, 1999.



Peggy Galyean
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

529-92-1866

THE STATE OF TEXAS §

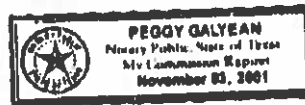
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 22ND day of December, 1999, by BARBARA JOHNSON, as Manager of BAYBROOK CONDOMINIUM ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Return to:

MIESZKUC, DAUGHTRY & SCOTT
17044 El Camino Real
Houston, Texas 77058



529-92-1867
FILED
In the Office of the
Secretary of State of Texas

SEP 22 1978

Loma Salgran
Deputy Director, Corporations Division

ARTICLES OF INCORPORATION

OF

BAYBROOK CONDOMINIUM ASSOCIATION

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-profit Corporation Act, do hereby adopt the following as Articles of Incorporation for such corporation:

ARTICLE ONE

NAME

The name of the corporation is BAYBROOK CONDOMINIUM ASSOCIATION, hereinafter sometimes called the "corporation" or the "Association".

ARTICLE TWO

NON-PROFIT

The corporation is a non-profit corporation.

ARTICLE THREE

DURATION

The period of its duration is perpetual.

ARTICLE FOUR

PURPOSES AND POWERS

Subject to Part IV of the Texas Miscellaneous Corporation Laws Act, the purposes for which the corporation is organized are:

To operate, manage, maintain and administer the affairs of BAYBROOK CONDOMINIUMS, a condominium project established pursuant to Article 1301a of the Texas Revised Civil

Lee

Statutes and that certain Declaration and Master Deed dated June 1, 1978, recorded in Volume _____, Page _____, of the Condominium Records of Harris County, Texas (the "Declaration and Master Deed").

To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of BAYBROOK CONDOMINIUMS as a condominium project in accordance with the Declaration.

ARTICLE FIVE

MEMBERSHIP AND VOTING RIGHTS

Each Owner shall be a member of the corporation and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the corporation.

The share of an Owner in the funds and assets of the corporation cannot be assigned, pledged or transferred in any manner, except as an appurtenance to his Unit in the Condominium Project.

Each Owner shall be entitled to a vote, the value of which shall equal the total of the percentages assigned to the Units owned by such Owners as set forth in the Declaration.

No Owner, other than the Developer, shall be entitled to vote at any meeting of the corporation until he has presented evidence of ownership of a Unit in the Condominium Project to the corporation. The vote of each Owner may only be cast by such Owner or by a proxy given by such Owner to his or her spouse or to another Owner or to his duly authorized representative. If title to a Unit shall be in the name of two or more persons as Owners, any one of such Owners may vote as the Owner of the Unit at any meeting of the corporation and such vote shall be binding on such other Owners who are not present at such meeting until written notice to the contrary has been received by the corporation in which case the unanimous action of all such Owners (in person or by Proxy) shall be required to cast their vote as

Owners. If two or more of such Owners are present at any meeting of the corporation, then unanimous action shall also be required to cast their vote as Owners.

An Owner in default of any provision of the Declaration shall not be entitled to vote at any meeting of the corporation so long as such default is in existence.

The terms "Owner", "Unit", "Condominium Project" and "Developer", as used herein, shall have the same meaning as set forth in the Declaration.

ARTICLE SIX

BOARD OF DIRECTORS

The number of directors of the corporation shall be fixed by the by-laws of the corporation but shall not be less than five (5). The number of directors constituting the initial board of directors of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial board of directors are:

1. Charles G. Nickson
Fifty Briar Hollow
Suite 290 West
Houston, Texas 77027
2. Lyn Dickinson
Fifty Briar Hollow
Suite 209 West
Houston, Texas 77027
3. Lloyd Jones
Fifty Briar Hollow
Suite 290 West
Houston, Texas 77027

ARTICLE SEVEN

REGISTERED AGENT

The street address of the initial registered office of the corporation is Fifty Briar Hollow, Suite 290 West, Houston, Texas 77027, and the name of its registered agent at such address is Charles G. Nickson.


ARTICLE EIGHT

INCORPORATORS


The name and street address of each incorporator is:

1. Charles G. Nickson
Fifty Briar Hollow
Suite 290 West
Houston, Texas 77027
2. Lyn Dickinson
Fifty Briar Hollow
Suite 290 West
Houston, Texas 77027
3. Lloyd Jones
Fifty Briar Hollow
Suite 290 West
Houston, Texas 77027


IN WITNESS WHEREOF, we have hereunto set our hands,
this 20th day of September, 1978.



Charles G. Nickson



Lyn Dickinson



Lloyd Jones

529-92-1871

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, ELIZABETH ENGELBRECHT, a notary public, do hereby certify that on this 2nd day of September, 1978, personally appeared before me CHARLES G. NICKSON, LYN DICKINSON and LLOYD JONES, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Elizabeth Engelbrecht
Notary
Public in and for Harris
County, T E X A S

529-92-1872

BY-LAWS
OF
BAYBROOK CONDOMINIUM ASSOCIATION

ARTICLE I
DEFINITIONS

Certain terms as used in these By-laws shall be defined as follows:

1. The "Act" shall mean and refer to the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes.

2. "Declaration and Master Deed" shall mean and refer to the instrument dated June 1, 1978, recorded in the Condominium Records of Harris County, Texas establishing BAYBROOK CONDOMINIUMS as a Condominium Project.

3. BAYBROOK CONDOMINIUMS presently consists of eight (8) residential buildings containing a total of one hundred sixteen (116) units therein and certain other improvements located thereon all as more particularly described in the Declaration and Master Deed.

4. "Condominium project" shall mean and refer to BAYBROOK CONDOMINIUMS as a condominium project established by the Declaration and Master Deed in conformance with the provisions of the Act.

5. "Unit" shall mean and refer to an enclosed space consisting of one or more rooms occupying all or part of one or more floors in a building in the Condominium Project having direct access to a thoroughfare as such space may be further described and delimited in the Declaration and Master Deed.

6. "Owner" shall mean and refer to a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which is the record owner of fee simple title to one or more Units in the Condominium Project.

7. "Condominium By-laws" shall mean and refer to the by-laws attached to the Declaration and Master Deed as Exhibit "A".

8. "Developer" shall mean and refer to AMERICAN CONDOMINIUM CONSTRUCTION CORPORATION, a Texas corporation.

ARTICLE II

OFFICES

Section 1. The registered office of the corporation shall be at Fifty Briar Hollow, Suite 290 West, Houston, Texas 77027, and the name of the registered agent of the corporation at such address is Charles G. Nickson.

Section 2. The corporation may also have offices at such other places, both within and without the State of Texas, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE III

MEMBERS

Each Owner shall be a member of the corporation and no other person or entity shall be entitled to membership. No member shall be required to pay any consideration whatsoever for his membership in the corporation.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Meetings of the members of the corporation may be held at such time and place, within Harris County, Texas, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. The first annual meeting of the members of the corporation shall be held within ninety (90) days after conveyance by Developer of more than eighty percent (80%) in number of the Units in the Condominium Project. Thereafter, an annual meeting of the members of the corporation shall be held in each succeeding year on the third Tuesday of the third month following the close of the fiscal year if not a

legal holiday, and if a legal holiday, then on the next secular day following, at 7:00 p.m. at which time the members shall elect a board of directors, and shall transact such other business as may properly be brought before the meeting.

Section 3. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, the articles of incorporation, these by-laws, the Declaration and Master Deed or the Condominium By-laws, may be called by the president, the board of directors, or by members having not less than ten percent (10%) of the total percentage of values assigned to those members transacted at all special meetings shall be confined to the objects stated in the notice of such meeting.

Section 4. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each member of the corporation entitled to vote at such meeting. In addition, timely written notice of all meetings of the Association shall be given to the holders of first mortgages as they appear in the books and records of the Association and each such mortgagee shall be entitled to appoint a non-voting representative to attend such meetings.

Section 5. Except as provided by statute, the Declaration and Master Deed or the Condominium By-laws, the presence in person or by proxy, of sixty percent (60%) of the percentage values assigned to the members shall constitute a quorum at all meetings of the members for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6. When a quorum is present at any meeting, the vote of the holders of fifty-one percent (51%) or more of the percentage of values assigned to those members qualified to vote and present in person or by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of any statute, the articles of incorporation of the corporation, these by-laws, the Declaration and Master Deed or the condominium By-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 7. Each member shall be entitled to a vote, the value of which shall equal the total of the percentage of value assigned to the Units owned by such member as set forth in the Declaration and Master Deed. No member, other than Developer, shall be entitled to vote at any meeting of the corporation until such member has presented evidence of ownership of a Unit in the Condominium Project to the board of directors. The vote of each member may only be cast by such member or by proxy given by such member to his or her spouse or to another member or to his duly authorized representative bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Unit shall be in the name of two or more persons as Owners, all of such persons shall be members of the corporation and are referred to herein as "Joint-Owners". Any one of such Joint-Owners may vote at any meeting of the members of the corporation and such vote shall be binding upon such other Joint-Owners who are not present at such meeting until written notice to the contrary has been received by the board of directors in which case the unanimous vote of all such Joint-Owners (in person or by proxy) shall be required to cast their vote as members. If two or more of such Joint-Owners are present at any meeting, their unanimous action shall also be required to cast their vote as members of the corporation.

Section 8. At all meetings of the members of the corporation cumulative voting shall not be permitted.

ARTICLE V

DIRECTORS

Section 1. The business and affairs of the corporation shall be managed by its board of directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the articles of incorporation, these by-laws, the Declaration and Master Deed or the Condominium By-laws directed or required to be exercised or done by the members.

Section 2. The initial board of directors designated in the articles of incorporation shall consist of three (3) directors, none of whom need be members of the corporation or residents of the State of Texas. If a vacancy occurs in the initial board of directors prior to the first meeting of the members, such vacancy shall be filled by a person designated and appointed by Developer. At the first annual meeting of the members, the members shall elect five (5) directors and at such meeting and subsequent annual meetings the board of directors shall consist of five (5) directors, all of whom shall be members of the corporation, maintaining their permanent residences in the Condominium Project. The directors shall be elected at the annual meeting of the members, except as hereinafter provided, and the three (3) persons receiving the most votes shall hold office for a term of two (2) years and the remaining two (2) persons receiving the least votes shall hold office for a term of one (1) year until the next annual meeting of the members following the election. Thereafter directors shall be elected and shall qualify and hold office for a term of two (2) years. The directors shall serve without compensation.

Section 3. Any director may be removed either for or without cause at any special meeting of the members of the corporation by the affirmative vote of at least fifty-one percent (51%) of the percentage values represented in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall be given in the notice called such a meeting. If any vacancy occurs in the board of directors, caused by the death, resignation, retirement, disqualification or removal from office of any director or otherwise, a successor or successors may be chosen by the affirmative vote of a majority of the remaining directors, and each successor director so chosen shall

be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of members or at a special meeting of members called for that purpose.

MEETING OF THE BOARD OF DIRECTORS

Section 4. The directors of the corporation shall hold their meetings, both regular and special, within Harris County, Texas.

Section 5. The first meeting of each newly elected board shall be held without further notice immediately following the annual meeting of members of the corporation, and at the same place, unless by unanimous consent of the directors then elected and serving such time or place shall be changed.

Section 6. Regular meeting of the board of directors may be held without notice at such time and place as shall from time to time be determined by the board.

Section 7. Special meetings of the board of directors may be called by the president on three (3) days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors. Except as may be otherwise expressly provided by statute, the articles of incorporation, these by-laws, the Declaration and Master Deed or the Condominium By-laws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

Section 8. At all meetings of the board of directors the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors, when present at any meeting at which there is a quorum, shall be the act of the board of directors, except as may be otherwise specifically provided by statute, the articles of incorporation, these by-laws, the Declaration and Master Deed of the Condominium By-laws. If a quorum shall not be present at any meeting of directors the directors present there-

at may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

COMMITTEES AND MANAGING AGENTS

Section 9. The board of directors may, by resolution passed by a majority of the whole board, designate one (1) or more committees, to consist of two (2) or more of the directors of the corporation. Any such committee, to the extent provided in said resolution, shall have and may exercise all of the authority of the board of directors in the management of the business and affairs of the corporation, except where action of the full board of directors is required by statute, the articles of incorporation, the Declaration and Master Deed or the Condominium By-laws.

Section 10. Other committees not having and exercising the authority of the board of directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present, or by the present thereunder authorized by a like resolution of the board of directors. Membership on such committees may, but need not be, limited to directors or members of the corporation.

Section 11. All committees shall keep regular minutes of their proceedings and shall report the same to the board when requested to do so.

Section 12. The board of directors may employ for the corporation a management agent at a compensation established by the board of directors and such management agent shall perform such duties and services with respect to the Condominium Project as the board of directors shall authorize, and the board of directors may delegate to such management agent such duties with respect to management, repair and maintenance of the Condominium Project which are not be statute, the articles of incorporation, these by-laws, the Declaration and Master Deed or the Condominium By-laws required to be performed by or have the approval of the board of directors or the members of the corporation.

Section 13. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all members of the board of directors or committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Section 14. Subject to the provisions required or permitted by statute or the articles of incorporation for notice of meetings, members of the board of directors, or members of any committee designated by the board, may participate in and hold a meeting of the board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VI

NOTICES

Section 1. Whenever under the provisions of any statute, the articles of incorporation, these by-laws, the Declaration and Master Deed or the Condominium By-laws, notice is required to be given to any director or member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such director or member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be deposited in the United States Mail.

Section 2. Whenever any notice is required to be given to any member or director of the corporation under the provisions of any statute, the articles of incorporation, these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE VII

OFFICERS

Section 1. The officers of the corporation shall be elected by the directors from among the members of the board of directors and shall be a president, a secretary and a treasurer. The board of directors may also choose one (1) or more vice-presidents, and one (1) or more assistant secretaries and assistant treasurers. Any two (2) or more offices may be held by the same person except that the offices of president and secretary shall not be held by the same person.

Section 2. The board of directors at its first meeting after each annual meeting of members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the board. The board of directors may also elect such vice-presidents from among its members as it may determine.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. Each officer of the corporation shall hold office until the annual meeting of the board of directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the whole board of directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the board of directors.

THE PRESIDENT

Section 5. The president shall be the chief executive officer of the corporation. He shall preside at all meetings of the members and the board of directors, shall have general and active management of the business and affairs of

the corporation shall see that all orders and resolutions of the board are carried into effect, and shall perform such other duties as the board of directors shall prescribe.

VICE PRESIDENTS

Section 6. Each vice-president shall have such powers and perform such duties as the board of directors may from time to time prescribe or as to the president may from time to time delegate to him.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 7. The Secretary shall attend all sessions of the board of directors and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be.

Section 8. Each assistant secretary shall have such powers and perform such duties as the board of directors may from time to time prescribe or as the president may from time to time delegate to him.

THE TREASURER AND ASSISTANT TREASURERS

Section 9. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 10. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the board of directors may prescribe.

Section 11. If required by the board of directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 12. Each assistant treasurer shall have such powers and perform such duties as the board of directors may from time to time prescribe.

ARTICLE VII

MISCELLANEOUS

RESERVES

Section 1. There shall be created by resolution of the board of directors such reserve or reserves as the directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of the Condominium Project, or for such other purposes as the directors shall think beneficial to the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

CHECKS

Section 2. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 3. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 4. The corporate seal, if any, shall be in such form as may be determined by the board of directors.

Said seal may, but need not, be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

INDEMNIFICATION

Section 5. The corporation shall indemnify any director, officer, or employee, or former director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs of expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willfull misconduct in the performance of the duty. The corporation may also reimburse to any director, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the directors not involved in the matter in controversy, whether or not a quorum, that it was to the interest of the corporation that such settlement be made and that such director, officer or employee was not guilty of gross negligence or willfull misconduct. Such rights or indemnification and reimbursement shall not be deemed exclusive or any other rights to which such director, officer, or employee may be entitled by law or under any by-law, agreement, vote of members or otherwise.

CONSTRUCTION

Section 6. In the event these By-laws shall be inconsistent with the Declaration and Master Deed or the Condominium By-laws, then the Declaration and Master Deed or the Condominium By-laws shall be controlling.

AMENDMENTS

Section 7. These By-laws may not be altered, amended or repealed except by the affirmative vote of a fifty-one percent (51%) of the percentage of values assigned to the members of the corporation.

529-92-1884

**BAYBROOK CONDOMINIUM ASSOCIATION
MANAGED BY ASSOCIATION ASSET MANAGEMENT
1900 BAY AREA BLVD. HOUSTON, TEXAS 77058
OFFICE(281) 480-2246 FAX (281) 480-0328
W E L C O M E !**

Baybrook Condominium Association is a small, residential community consisting of 116 single family units, one swimming pool, tennis court and a clubhouse with kitchen facilities. The property is located at 15534 Zabolio, Webster, Texas 77598.

Our property is strictly managed and maintained in accordance with the Declaration, Master Deed, Bylaws and Rules and Regulations as established by the Board of Directors of the Baybrook Condominium Association. All owners and residents are responsible for knowing and conforming with all of the documents which have been carefully established in order to provide a safe, peaceful, attractive property wherein the well being of the community as a whole is protected and fostered and property values can flourish.

Rules and regulations of the Association are provided to all owners and to all residents currently living on the property. All leases must include a copy of the rules and tenants must agree to abide by them. There is a \$25.00 fine for any infraction of the enclosed rules or any others which may from time to time be adopted. Any costs incurred by the Association to enforce compliance, including legal fees, will be billed to the owner in noncompliance.

PLEASE FAMILIARIZE YOURSELF AND YOUR FAMILY WITH THE FOLLOWING GUIDELINES, RULES AND REGULATIONS OF BAYBROOK CONDOMINIUMS!

REGISTRATION

Owners are required by the Texas Condominium Act to complete a Resident Information Form included with this package and return same to the management office within thirty days after move in of a new tenant or within thirty days after receipt of this document with information regarding a present tenant if not previously completed.

ASSOCIATION MANAGEMENT

Baybrook Condominium Association is managed by Association Asset Management located at 1900 Bay Area Blvd. in Clear Lake City. Office hours are 9 AM to 5 PM Monday through Thursday and 9 AM to 3 PM on Friday. The office is closed from 12 PM to 1 PM each day. The office phone is (713) 480-2246. Emergency calls are answered after hours at the same number. Non emergency calls will be handled the next business day.

529-92-1885

POLICE/EMERGENCY MATTERS

Baybrook Condos are located in the city of Houston. The 24 hour dispatch number is 222-3131. In the event of an emergency, dial 911. Give your unit number, including building letter and property address, 15534 Zabolio.

MAIL

The mail area is located at the front of the clubhouse. Leave a list of all names to receive mail at your address inside your mailbox for the mail person. Include both building letter and unit number for your address. Mail will not be delivered to you without a complete address including unit number and letter. Box locks can be changed at a cost of \$10.00; contact management to make arrangements for a new key. The post person will not leave mail in an unlocked box.

GARBAGE

There are two dumpsters locations on the property. Pickups are scheduled for Mondays and Fridays. If you find a dumpster full, please place your trash in another dumpster. All trash must be placed inside a container. Crush all boxes before disposing of them and DO NOT leave furniture, appliances or any item outside a dumpster.

PARKING

Resident parking is assigned and spaces are numbered. It is imperative that residents inform their guests where guest spaces are located; parking in fire lanes or assigned spaces may result in illegally parked cars being towed. Residents have the responsibility for their own spaces, do not contact management to have a car towed from an assigned space. Guest spaces are reserved for short term parking only. Cars left in a guest spot for more than twenty four hours are subject to being towed at the car owner's expense.

Parking spaces are not to be used for long term storage spaces; cars not in operating condition are considered being stored and are subject to being towed. Untagged and/or unlicensed cars are considered not in operating condition.

If all guest spaces are full, please look elsewhere off the property for parking. Parking in front of the office is for mail pickup only.

FILED

1999 DEC 30 PM 12:23

Handwritten signature

CLUBHOUSE RULES

529-92-1886

The clubroom is available to adult residents. Reservations and key arrangements must be made in advance during management office hours. A \$200.00 deposit plus a \$25.00 usage fee is required and a usage agreement must be signed whereby the resident agrees to be in attendance and assumes full responsibility for any damage or theft which may occur. Party size is limited to 35 guests, no alcoholic beverages are allowed and no smoking is permitted inside the clubhouse. It is the responsibility of the clubhouse renter to see that he and his guests use the proper trash receptacle for all waste (including cigarette butts) that is generated either inside or outside the clubroom. The \$200.00 deposit is returned when the clubhouse is left in good condition and the key returned.

MAINTENANCE PROBLEMS

The Association is not responsible for maintaining the interiors of the units. Problems with air conditioners (including drain pans and drain lines) and appliances (including dryer vent lines) are to be handled by the individual owner. You may wish to check with Management for a list of vendors and subcontractors which the Association can refer you to. If you need to call a plumber, Sun Coast Plumbing at (281) 488-0449 knows our property and how to protect the boiler (your hot water system) should the need arise to shut off the water.

Requests for Association maintenance of a non-emergency nature need to be submitted in writing to the management office.

NEWS BULLETINS

Information and pertinent bulletins from the Board and Management are placed on the bulletin board in the mail area. Residents may place notices on the Board but we ask that they be dated and removed within a reasonable time period.

RULES AND REGULATIONS OF THE ASSOCIATION

UNIT RESTRICTIONS

1. To prevent overcrowding and overuse of our facilities, our Deed Restrictions limit occupancy of a unit to three persons in a one bedroom unit and four persons in a two bedroom unit.
2. No owner may lease, rent or let his unit to any person or persons for transient or hotel purposes (no corporate leases are allowed). All leases must be for no less than six consecutive months in duration, must be in writing and contain covenants obligating the tenant to comply with all documents, rules and regulations of the Association.
3. According to the Bylaws, units are for single family residence purposes only. No rooms are to be rented; no business is to be conducted from a unit.
4. No signs visible from the exterior of a unit or upon the common elements may be displayed.
5. Board approval must be obtained before any structural alteration or modification is done to the interior or exterior of a unit. Lattice on balconies and requests for patio enclosures must be submitted to the Board for approval. Replacement of front doors and windowpanes is the responsibility of the owner. Front doors need to be plain slab doors - no windows or decorations.
6. Window coverings are to be drapes, verticals or mini blinds with a white side showing to the exterior. Any deviation from the above must be submitted to the Board prior to installation. Installation of solar film or solar screens must have prior Board approval. If in noncompliance with Board standards, you will be asked to remove such at owner's expense. (Owners not in compliance at the time of publication of these rules have 6 months in which to comply.)
7. Each resident is responsible for maintaining his unit and connecting patio or balcony in a safe and sanitary condition. Trash, clothing, cleaning supplies, personal items or furniture, other than furniture intended for outside use, or any unsightly, dangerous or offensive article is not to be stored on patios, balconies, at front entries or staircases.
8. No resident may do or permit anything to be done or keep or permit to be kept in his unit or on the common elements any thing that will cause the rate of insurance on the property to be increased or cancelled.
9. Broken windows, unsightly window coverings and noisy air conditioners are to be repaired immediately.
10. Maintain a good seal around tubs, toilets and bathtub fixtures; re-caulk as necessary. Damage caused by neglecting these items is the responsibility of the owner of the unit wherein a leak originated.
11. Do not flush feminine products, grease or any kind of clogging items down your commodes or

sink drains.

12. Keep drain pan at base of A/C unit free of algae buildup. Periodically pour bleach or place anti-algae tablets in pan to destroy the algae. Change filters every month. Clogged drain lines are owner responsibility as is damage caused to a unit.

COMMON ELEMENTS

1. Boats, trailers or recreational vehicles are not to be stored on the property.
2. No inoperative vehicles may be left on the property. Expiration of tags and inspection stickers make a vehicle inoperative. Re-building of cars or extensive repair work is not permitted on the property.
3. No storage of kerosene, gasoline or any inflammable or explosive agent is allowed on the property.
4. Assigned parking spaces need to be kept clean; stains from oil leaks are to be treated with "kitty litter" to remove oil.
5. As per the Association Bylaws, the Common Elements (driveways, parking areas, outside stairways, entrances, lawn areas) are to be used for their intended purposes only. The following activities are prohibited:
 - a. Playing is not allowed in the drives, parking areas or walkways (including entries and outside stairways).
 - b. Lawn areas are not to be used for active play. Persons who wish to engage in active outdoor recreation are encouraged to use nearby parks.
 - c. Bicycling, rollerskating and skateboarding are prohibited on the property.
 - d. Balls, frisbees or other items are not to be bounced off walls, fences or buildings.
6. No charcoal or wood burning barbeque pits are allowed on patios and balconies or within ten (10) feet of any building.

SWIMMING POOL

Failure to adhere to the swimming pool rules will result in loss of the use of the facility by offender(s).

1. The pool is for residents and their guests only; residents must accompany their guests at all times.
2. There is no lifeguard on duty at the pool. Swimming is at your own risk; the Association and Management are not responsible for any accidents.
3. The pool closes at 10 PM.
4. Children under the age of 12 are not allowed in the pool area unless accompanied by an adult resident responsible for their activities.
5. No glass containers or alcoholic beverages are allowed in the pool area. No smoking in the pool is allowed.
6. Appropriate swimwear is required.
7. Be considerate of your neighbors and keep radios at a moderate level.
8. Place cigarette butts/trash in appropriate containers.
9. Pool furniture must not be removed from the pool area.
10. No pets are allowed in the pool area.
11. No horsplaying or running in the pool area.

PETS

1. Information regarding pets must be included with the Resident Information Form and any changes must immediately be reported to the management office.
2. No animals may be kept except normal, household pets (NO SNAKES OR BARNYARD ANIMALS!)
3. Pets may not be kept or bred for any commercial purpose.
4. Pets must be properly tagged.
5. Pets may not be kept on patios or balconies.
6. No pet may weigh in excess of twenty five (25) pounds.
7. No more than one pet, including cats, per household is allowed without prior written permission of the Board. This rule applies to "pet sitting", even temporarily.
8. All pets are required to be on a leash when outside the unit. This includes cats as well as dogs. No pet, including cats, is permitted to wander the property free from leash control of its' owner.
9. No feeding of pets in common areas; ie, front doors and patios/balconies. Pet dishes found outside will be removed by the porter.
10. Pet owners are encouraged to walk their pets in the vacant field to the south of the property.
11. For sanitary protection as well as visual enhancement, pet excrement deposited on the grounds must be immediately and appropriately disposed of by the pet owner. Pet excrement AND urine on balconies is not to be hosed off and allowed to fall on the patio below.
12. An untagged/unidentifiable animal found on the property will be removed from the property by Harris County Animal Control and taken to the SPCA.

ALL INSTRUMENTS MUST BE FILED WITH THE CLERK OF COURTS OF THE COUNTY OF HARRIS, TEXAS. THE STATE OF TEXAS } COUNTY OF HARRIS }
 I HEREBY CERTIFY THAT THE FOREGOING WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF HARRIS, TEXAS, ON THIS 30th DAY OF DECEMBER, 1999, AT 10:00 AM.

DEC 30 1999

Barbara A. Johnson
 COUNTY CLERK
 HARRIS COUNTY TEXAS



RECORDED'S MEMORANDUM
 AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE IMMEDIATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBLE CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.



6546361

FIRST AMENDMENT
to
DECLARATION AND MASTER DEED
BAYBROOK CONDOMINIUMS

This First Amendment to the Declaration and Master Deed of Baybrook Condominiums is made this 9th day of May, 1980, by American Condominium Construction Corporation, a Texas corporation hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in the County of Harris, State of Texas, consisting of eight (8) residential buildings containing a total of one hundred sixteen (116) units therein and certain other improvements located thereon (being hereinafter sometimes referred to as BAYBROOK CONDOMINIUMS) more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, Developer has previously submitted the same pursuant to the provisions of the Texas Condominium Act, Article 1301c of the Texas Revised Civil Statutes (hereinafter referred to as the "Act"), for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime in Volume 99, Page 81 of the Harris County Condominium Records; and

WHEREAS, the Developer wishes to correct survey errors to the condominium subdivision plat, Exhibit "B" to the Declaration and Master Deed,

NOW, THEREFORE, the Condominium Subdivision Plat which is Exhibit "B" to the Declaration and Master Deed of Baybrook Condominiums, is hereby amended as follows:

1. Sheet 21 of 21 of the Condominium Subdivision Plat is hereby amended in the following particulars and an amended copy is attached hereto and made a part hereof:

A. Parking spaces 148 and 158 have been relocated due to a survey error and the dumpster relocated between parking spaces 143 and 144; and

FILED
MAY 13 2 28 PM 1980

CLERK OF COURTS
HARRIS COUNTY, TEXAS

BAYBROOK CONDOMINIUMS
FIRST AMENDMENT
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 100 PAGE 124

B. Unit 214 has been reassigned to open parking space 21 in lieu of space 31.

IN WITNESS WHEREOF, Developer has caused this First Amendment to the Declaration and Master Deed to be executed the day and year first above written.

AMERICAN CONDOMINIUM
CONSTRUCTION CORPORATION,
a Texas corporation

ATTEST:

By: *[Signature]*
Charles O. Nickson, Secretary

[Signature]
Charles O. Nickson, President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

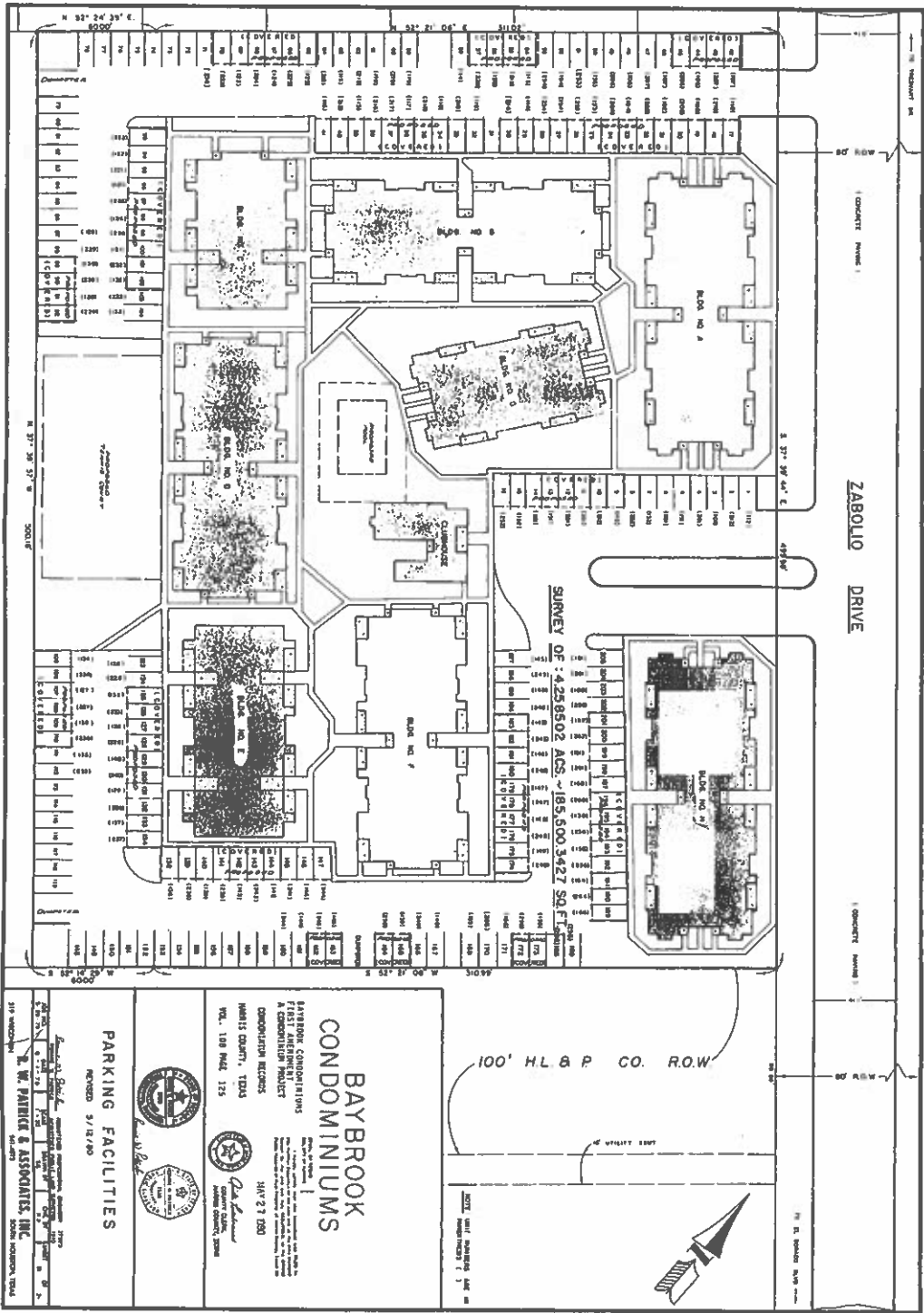
BEFORE ME, the undersigned authority, on this day personally appeared CHARLES O. NICKSON, President of American Condominium Construction Corporation, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of May, 1980.



[Signature]
ELIZABETH E. MCCLINTOCK
Notary Public in Harris County, Texas
My Commission Expires October 31, 1980
Signed by Elizabeth E. McClintock, Notary Public

RETURN TO: American Condominium Corp.
Fifty Brier Hollow, Suite 390 W
Houston, Texas 77027
Attn: Charles Nickson



SURVEY OF 4,258,502 ACS ± 185,500 3427 SQ. FT. ±

100' HL & P CO. R.O.W.

BAYBROOK CONDOMINIUMS

BAYBROOK CONDOMINIUMS
 A RESIDENTIAL UNIT
 CONDOMINIUM PROJECT
 HARRIS COUNTY, TEXAS
 VOL. 138 PAGE 175



PARKING FACILITIES

Prepared by:
H. W. PAIRICE & ASSOCIATES, INC.
 4614 17th Street
 Houston, Texas 77004

