

N247182

ELM GROVE - AMEND.
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

FILM CODE 161027
REDUCTION 16X CAMERA DESIGNATION MRG 1

AMENDMENT
TO THE
CONDOMINIUM DECLARATION
FOR
THE ELM GROVE CONDOMINIUM

WHEREAS, by instrument dated September 29, 1978, and recorded in Volume 85 at Page 41 of the Condominium Records of Harris County, Texas, F. THOMAS DUNN and WILLIAM L. BROWN DEVELOPMENT, INC., hereinafter referred to as the "Declarant", did submit the property therein described to the provisions of Article 1301a of the Revised Civil Statutes of the State of Texas, as THE ELM GROVE CONDOMINIUM, which instrument is hereafter referred to as the "Declaration", and

WHEREAS, the owners of seventy-five percent (75%) or more of the total voting power of the condominium did, at a special meeting held on April 29, 1991, called for the purpose of passing an amendment to the Declaration, adopt this amendment to the Declaration for ELM GROVE CONDOMINIUMS, and

WHEREAS, said vote was taken pursuant to Section 27 of the Declaration, and in full compliance therewith, the amendments passed;

NOW THEREFORE, THE ELM GROVE HOMEOWNERS ASSOCIATION and the homeowners at ELM GROVE CONDOMINIUMS do hereby amend the Declaration for ELM GROVE CONDOMINIUMS and Section 16 of the Declaration entitled "Assessment Liens" was deleted in its entirety and replaced with the following new Section 16:

16. Unpaid Assessments: Liens, Penalties and Methods of Collection. All sums assessed by the Association, acting on behalf of the Council of Co-Owners, for common charges applicable to any unit remaining unpaid shall be a personal

obligation of the Owner of such unit. Additionally, the Council of Co-Owners shall have a lien on any unit for any unpaid assessments against the Owner or Owners of such unit, together with interest thereon at the maximum rate allowed by law beginning on the due date of such unpaid assessment and reasonable attorney's fees incurred in collection of same and the enforcement of said lien. The Council of Co-Owners shall also have a lien on any unit for any attorney's fees and costs incurred by the Association in order to enforce compliance by any Owner with the terms of the Declaration, the By-Laws of the Association, the Articles of Incorporation of the Association or any rules and regulations promulgated by the Association. Such attorney's fees and costs shall be regarded as unpaid assessments hereunder until paid in full by such Owner. All such liens shall be paramount and superior to any homestead or other exemption provided by law but shall be subordinate and inferior to (i) assessments, liens and charges in favor of the State of Texas or any political subdivision of the State of Texas for taxes past due and unpaid on such unit and (ii) amounts due under mortgage instruments duly recorded. The Association shall take such action as it deems necessary to collect assessments or enforce such liens and may settle and compromise the same if it is in the best interest of the Council of Co-Owners. Said liens shall be effective as and in the manner provided for by the Condominium Act (Section 81 of the Texas Property Code) and shall have the priorities established by said act.

"a. The Association may bring an action at law against the Owner personally obligated to pay an assessment or foreclose the lien against such unit, or both, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such

assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including, but not limited to non-judicial foreclosure pursuant to Section 51 of the Texas Property Code and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing signed by the President or a Vice-President of the Association or other duly authorized agent of the Association, and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Official Public Records of Real Property of the County in which the Property is located. The lien provided for in this section shall be in favor of the Council of Co-Owners for the common benefit of all Owners. In the event the Association decides to foreclose the lien provided herein for the nonpayment of assessments by any Owner, the Association shall mail to such Owner or Owners of the unit for which the assessment has not been paid a copy of the Notice of Trustee's Sale no less than twenty-one (21) days prior to the date on which said sale is scheduled by posting same through the United States Postal Service, postage prepaid, certified or registered, return receipt requested, properly addressed to such Owner or Owners at their last known address according to the records of the Association.

"b. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid on such unit and to apply as a cash credit against its bid all sums due the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such unit shall be required to pay a reasonable rent for the use of the unit and the purchaser at such

foreclosure shall be entitled to the appointment of a receiver to collect same, and further shall be entitled to sue for recovery of possession of the unit premises by any lawful means, including, but not limited to forcible detainer.

"c. The Association may also, at its option, sue to recover a money judgment for unpaid assessments, without thereby waiving the lien securing the same.

"d. A foreclosure by the Association of the Council of Co-Owner's lien for unpaid assessments and other charges shall not affect, in any way, a valid first lien of any mortgagee on any unit sold at such foreclosure, whether the instruments creating such lien were recorded before or after the time at which the lien for assessments became fixed."

FURTHER, the Association and homeowners at THE ELM GROVE CONDOMINIUMS deleted Section 25 of the Declaration in its entirety and in its stead adopted the following Section 25:

"25. Compliance with provisions of declaration, by-laws, and rules. Each owner, tenant, guest and other occupant of a unit shall comply strictly with the provisions of this Declaration, the By-Laws, and the rules and regulations duly adopted by the Association pursuant thereto, as the same may lawfully be amended from time to time. Each owner shall be responsible for the compliance by all tenants, guests and other occupants of such unit with the Declaration, the By-Laws, and the rules and regulations adopted by the Association. The failure of a guest, tenant or other occupant of a unit to comply with any of the foregoing shall be deemed to be a failure by the owner to comply with same. Such failure by the owner, tenant, guest or other occupant shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Association on behalf of the owners, or, in the proper case,

by an aggrieved owner. In the event suit is brought to enforce any provisions of this Declaration, the By-laws, or any rules and regulations adopted by the Association, the Association, or an aggrieved owner suing to enforce the same, shall be entitled to recover reasonable attorney's fees in addition to any other relief granted.

"In addition to all other remedies herein contained or as may be provided by law, the Association, in its sole discretion, may assess a penalty against an Owner who fails to comply with any of the provisions contained in the Declaration, the By-Laws, or any rules and regulations adopted by the Association. The Association shall give written notice to such owner of its intent to assess such penalty and such owner shall have a period of thirty (30) days following such notice to cure such failure. Such penalty shall not exceed \$15.00 for each failure. The Association may settle or compromise same if it is in the best interest of the Council of Co-Owners."

SUBSCRIBED AND SWORN TO on the 1 day of July, 1991 by THE ELM GROVE HOMEOWNERS ASSOCIATION, INC. by Mark Van Dyck, President.

Mark Van Dyck
By: MARK VAN DYCK
Title: PRESIDENT

THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Mark Van Dyck, President of THE ELM GROVE HOMEOWNERS ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of THE ELM GROVE HOMEOWNERS ASSOCIATION, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 12th day of July, 1991.

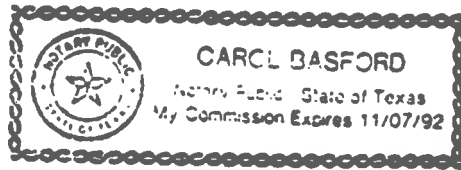
[Signature]
Notary Public in and for
The State of TEXAS

Commission Expires:

11-2

Notary Name Printed:

CAROL BASFORD



AFTER RECORDING RETURN TO:

CAIN & CAIN
430 Highway 6 South, Suite 100
Houston, TX 77079

FILED FOR RECORD
8:30 A.M.

JUL 29 1991

[Signature]
County Clerk, Harris County, Texas

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

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence
on the date and at the time stamped hereon by me, and was duly RECORDED,
in the Official Public Records of Real Property of Harris County, Texas on

July 29 1991



Quita Rodenhauer
COUNTY CLERK,
HARRIS COUNTY, TEXAS