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THE STATE OF TEXAS
COUNTY OF HARRIS

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CONDOMINIUM DECLARATION

FOR

THE ELM GROVE CONDOMINIUM

This Declaration is made September 29, 1978, pursuant to Article 1301a of the Revised Civil Statutes of the State of Texas, by F. THOMAS DUNN AND WILLIAM L. BROWN DEVELOPMENT, INC., a corporation organized and existing under the laws of Texas, having its principal offices at 3463 W. Alabama, Houston, Texas, and hereinafter referred to as Declarant.

1. Definitions. Unless the context shall expressly provide otherwise:

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(a) "Apartment" or "apartment unit", hereinafter sometimes referred to as "condominium unit" or "unit", means an individual air space unit which is contained within the perimeter walls, floors and ceilings of a building as shown on the map attached hereto, together with the interest in the general common elements appurtenant to such unit.

(b) "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

(c) "General Common Elements" means and includes:

(1) The land on which the buildings are located;

(2) The foundations, columns, girders, beams, supports, main walls and roofs;

(3) The yards, gardens, unassigned parking areas, fences, unassigned storage areas, streets, service drives, walks, service easements, recreation areas, laundry rooms, boiler rooms and mechanical rooms, if any;

(4) The installations consisting of the equipment and materials making up central services such as power, light, gas, water, sanitary sewer pipes and drains, swimming pools, and the like;

(5) All other structures, facilities and equipment located on the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(6) Carport parking spaces not yet designated with a unit number and described on the condominium map attached hereto as unassigned parking spaces; provided, however, Declarant expressly reserves the right at any time and from time to time to assign, and to charge a fee for the use, pending assignment, of any unassigned carport parking space to any owner, and to retain all sums received therefor; and provided further, coincidental with the permanent assignment of any unassigned

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carport parking space, the condominium map attached hereto shall be deemed amended upon such assignment without the consent of another owner for the purpose of designating any such carport parking space with a number corresponding to the unit number, and thereafter such carport parking space shall be a limited common element appurtenant to such townhome.

(d) "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of the owner of a condominium unit; carport parking areas, attic spaces directly above a unit, if any, and patio, balcony and storage areas, if any, indicated on map as appurtenant limited elements to a specific unit only shall be deemed limited common elements.

(e) "Entire Premises" or "Property" means and includes the land, the buildings, all improvements, and structures thereon, and all rights, easements and appurtenances belonging thereto, which are hereby, or may hereafter be, submitted to this Condominium Regime.

(f) "Common Expenses" means and includes:

(1) All sums lawfully assessed against the general common elements by the Managing Agent or Board of Managers;

(2) Expenses of administration and management, maintenance, repair or replacement of the general common elements;

(3) Expenses agreed upon as common expenses by the owners; and

(4) Expenses declared common expenses by provisions of this Declaration and by the By-laws.

(g) "Association of Unit Owners" or "Association" means The Elm Grove Homeowners Association, Inc., a Texas non-profit corporation, which corporation shall govern the administration of this condominium property, the members of which corporation shall be all of the owners of the condominium units. The Association shall be and function as the Council of Co-owners for all purposes required by law and those persons named pursuant to the By-laws of the Association shall be the Administrators or Board of Administration.

(h) "Map", "Survey Map", "Site Plan", "Plans", or "Plats" mean and include the engineering survey of the land locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements, same being herewith filed, consisting of sheets labelled Exhibits "B" and "C" and incorporated herein by reference for all purposes.

Declarant reserves the right to amend any Map, Site Plan, Plans or Plats from time to time, to conform the same according to the actual location of any of the improvements and to establish, vacate, and relocate easements, access road easements and on-site parking areas, provided that a majority of the holders of the mortgages existing at the time of such amendment consent thereto.

2. Division of Property into Condominium Units. The real property is hereby divided into the following separate fee simple estates:

(a) Fifty-six (56) fee simple estates consisting of fifty-six (56) separately designated apartment units, each such apartment unit identified by number and by building symbol or designation on the map.

(b) Subject to change in interest attributable to additions to the Condominium Regime of additional "Phase" and "Units", as set forth in Article 22 hereof, the remaining portion of the entire premises, referred to as the general common elements, shall be held in common by the owners (and owners of any subsequent Phase hereafter added pursuant to Article 22 hereof), each such interest being an undivided percentage interest in the general common elements equivalent to the number of square feet, within each condominium unit divided by the total number of square feet within all apartment units located on the premises included within this Condominium Regime, and for such additional Phase which may be added pursuant to Article 22 hereof, and each such individual interest being appurtenant to one of the condominium units covered hereby or hereafter included pursuant to Article 22 hereof. Each unit owner's percentage undivided interest in the common elements, upon completion of the First Phase, and the corresponding interest following diminution upon annexation of the Second Phase pursuant to the provisions of Article 22, are set forth on Exhibit "D" attached hereto.

3. Submission of Property. Declarant, who is owner in fee simple absolute of the lands, the building, and all other improvements constructed or to be constructed thereon, together with all easements, rights, and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, as described below and hereinafter collectively referred to as the property, hereby declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property, intending thereby to submit the property to the provisions of Article 1301a of the Revised Civil Statutes of the State of Texas, hereinafter referred to as the Condominium Act, and further intending thereby to create covenants running with the land and binding Declarant and its successors and assigns forever.

4. Description of land. The land, being 3.1039 acres, out of the Westchase Subdivision in Harris County, Texas, on which the building and improvements constituting the property are to be located, is described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes by

reference, and is depicted on the plat attached hereto as Exhibit "B" and incorporated herein by reference, being designated as "Phase One" thereon.

5. Description of buildings. The buildings to be constructed on the land, designated Buildings "A", "B", "C" and "D" on the plat or site plan annexed hereto as Exhibit "B" and incorporated herein by reference, will be constructed principally of wood frame and brick veneer, and will consist of a ground floor and one (1) upper floor above the ground floor, and will constitute fifty-six (56) condominium units, 59,650 square feet, more or less, exclusive of entry and exit ramps.

6. Condominium Units. Each condominium unit shall be located as depicted in plats of the building, annexed hereto as Exhibit "C" and incorporated herein by reference.

Each condominium unit will be equipped with stainless steel kitchen sink with garbage disposal, wall cabinets, range, dishwasher, refrigerator-freezer, washer/dryer, and bathtub, toilets, wash basins, and wall to wall carpeting.

As shown on the plats of the building referred to previously in this section, each unit will consist of the area enclosed by the interior surfaces of its perimeter walls, floors, and ceilings, and the exterior surfaces of its balconies and terraces, including the portions of the building so described and the airspace so enclosed, but not including any common elements located therein. Notwithstanding any representation of any unit contained in the plats referred to above, however, in interpreting deeds, mortgages, deeds of trust, and other instruments, the existing physical boundaries of such unit or any unit reconstructed in substantial accordance with the original plans of such unit shall be conclusively presumed to be the boundaries of such unit, regardless of any settling, rising, or lateral shifting of the building.

Every deed, lease, mortgage, trust deed or other instrument may legally describe a condominium unit by its identifying unit number and building symbol or designation as shown on the map, followed by the words The Elm Grove Condominium, and by a reference to this recorded Declaration and Map. Every such description shall

be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the general common elements.

7. General Common Elements. The general common elements shall consist of all of the elements set forth in Section 1(c) of this Declaration as shown on the Site Plans and Building Plats attached hereto, together with any additional elements hereinafter annexed pursuant to the provisions of Article 22 hereof.

8. Limited Common Elements. The following facilities are limited common elements restricted to the unit or units designated thereby:

(a) entry ways, stairways, landings, hallways and ramps providing access to each building shall be limited common elements for the owners of those condominium units opening onto any such entry way, stairway, hallway, or ramp as shown on the plats in Exhibit "C" attached hereto.

(b) parking spaces which are assigned to the owner of a specific condominium unit and which are designated on the site plan in Exhibit "B" attached hereto, with the unit number of such condominium units.

(c) patios or enclosed garden areas which are set aside for the exclusive use of the owner of a specific condominium unit, which are designated in the building plats in Exhibit "C", attached hereto, with the unit number of such condominium unit and the word "Patio".

(d) balconies which are set aside for the exclusive use of the owner of a specific condominium unit, which are designated in the building plats in Exhibit "C", attached hereto, with the unit number of such condominium unit and the word "Balcony."

9. Ownership of Common Elements. Each owner of a condominium unit shall own in fee simple absolute a proportionate, undivided interest in the aforesaid common elements described in Section 7 of this Declaration, equal to the proportion that the area of such condominium unit bears to the total area of all condominium units, as set forth in Exhibit "D" attached hereto. Ownership of the said undivided interest in the common elements shall be indivisible from ownership of an apartment unit and any attempt to convey any interest in the common elements apart from ownership of an apartment unit shall be invalid.

10. Proportionate Representation; Participation in Common Income and Expenses; Definitions. Each unit owner shall share in the common income and expenses, as hereinafter defined, and in the total voting power of the association of owners, in accordance with

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such unit owner's interest in the common elements as set forth in Exhibit "D" attached hereto.

a. For the purposes of this Declaration, "common income" shall mean all receipts of the Association from whatever source, including assessments paid by the unit owners.

b. For purposes of this Declaration, "common expenses" means expenses for the administration, maintenance, and repair of the property, and all sums that may be designated common expenses by or pursuant to this declaration or the By-laws of the Council of Co-owners of the condominium.

11. Uses of Buildings and Units. The use for which the buildings and each of the units therein are intended are for residential purposes only.

12. Covenants and Agreements. Declarant, its successors and assigns, by this Declaration, and all future owners of units, by acceptance of their respective deeds, hereby covenant and agree as follows:

a. The common elements shall remain undivided, and no right shall exist to partition or divide any of them, except when waiver of the condominium regime is authorized by all of the co-owners of the condominium and all secured creditors in whose behalf encumbrances are recorded against units in the condominium. In the event of such authorization, the co-owners shall request the county clerk of Harris County, Texas, to regroup or merge the records of the filial estates with the principal property. On such regrouping or merger, each co-owner shall own as a tenant in common and each creditor shall accept as security for the respective debt of such co-owner an undivided interest in the entire property equal to the percentage previously owned by such co-owner in the common elements of the condominium.

b. Each unit owner shall have an easement in common with all other unit owners for the use and maintenance of all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the other units and serving his unit, and each unit shall be subject to such easement in favor of owners of all other units. Subject to such reasonable regulation

thereof as may be provided in the by-laws, the Association shall have a right of access to each unit to inspect the same, and to maintain, repair, or replace all common elements located therein.

c. Condominium units shall be occupied and used and used by the respective owners only as private dwellings for the owner, his family, tenants, and social guests, and for no other purpose whatsoever.

d. Each owner of a unit or units shall, automatically on becoming owner of such unit or units, become a member of The Elm Grove Homeowners Association, Inc., hereinafter, sometimes referred to as the Council of Co-owners, and shall remain a member thereof until such time as his ownership shall for any reason cease, at which time his membership in the Association shall likewise cease. In the event of co-ownership of any unit, one co-owner shall be designated in writing as the member of the Association.

e. Any unit leased or acquired by the Association in any manner whatsoever shall be held by the Association on behalf of all unit owners, in proportion to the respective common interests of such owners as set forth above.

f. Administration of the condominium shall be in accordance with the provisions of this Declaration and the By-laws of the Association, acting as a Council of Co-owners, as those documents may be amended from time to time.

g. Each unit owner, and all tenants who are occupants of condominium units shall comply with the provisions of this declaration, and the by-laws, decisions, and resolutions of the council, as lawfully amended from time to time. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

h. No unit owner may exempt himself from liability for his proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his unit.

13. Owner's Responsibility for Maintenance of Condominium Unit. An owner shall maintain and keep in repair the interior of his own condominium unit, including the fixtures thereof. All

fixtures and equipment, including the heating and air conditioning systems, installed within the condominium unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the condominium unit shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required), the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for his condominium unit; as well as all other fixtures situated within or installed into the limited common elements appurtenant to such condominium unit; and an owner shall be obliged to promptly repair and replace any broken or cracked windows, doors or glass therein that might be so broken or cracked. Notwithstanding anything to the contrary contained in this Section 13, an owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever, the exterior appearance of his condominium unit.

An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his condominium unit, nor shall such owner be deemed to own the utilities running through his condominium unit which are utilized for, or serve more than one unit, except as a tenant in common with the other owners. An owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors, and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing materials.

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14. Interference with Structural Soundness of Buildings.

An owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or impair any easement or hereditament. No owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the common elements, save with written consent of the Association first obtained.

15. Assessments for Common Expenses - Utilities - Insurance.

The assessments made shall be based upon the cash requirements, deemed to be such aggregate sum as the Association shall from time to time determine is to be paid by all of the owners, including Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include, among other things, cost of management, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in the amount of the maximum replacement value of all of the condominium units, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, electricity charges, gas charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general common elements; provided, however, that Declarant shall not be obligated to contribute to any such contingency, reserve or surplus funds, except for any initial contribution for the establishment of a working capital fund for the initial months of operation. If, during the period prior to the sale and transfer of title to all fifty-six (56) of the condominium units, the actual monthly costs exceed the monthly budget, Declarant shall pay said excess amount into the Association. The limited common elements shall be maintained as general common elements and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. The omission or failure of the Association to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the owners from the obligation to pay.

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Taxes are not part of the common expenses except for taxes on personal property on part of the Common Elements owned by the Association.

Each owner shall pay for his own utilities which are separately metered on and billed to each unit by the respective utility companies. Utility expenses which are not separately billed or metered shall be part of the common expenses and each unit owner shall pay his pro-rata share thereof as in the case of other common expenses.

The Association shall obtain and maintain at all times insurance of the type and kind provided hereinabove, and including for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other townhouse, apartment or condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas, and such other or additional coverage as may be required pursuant to the regulations of the Federal Home Loan Mortgage Corporation. The insurance shall be carried in blanket policy form naming the Association the insured, as trustee for the benefit of the unit owners, which policy or policies shall identify the interest of each condominium unit owner and which shall provide for a standard non-contributory mortgagee clause in favor of each first mortgagee. It shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days prior written notice to each first mortgagee. The Association shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagee.

Each owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings

and other items of personal property belonging to the owner, and casualty and public liability insurance coverage within each individual unit, are specifically made the responsibility of the owner thereof.

16. Assessment Liens. All sums assessed by the Association, acting as a Council of Co-owners, for common charges applicable to any unit remaining unpaid shall be a personal obligation of the owner of the unit and shall constitute a lien on such unit prior to all other liens except (1) assessments, liens, and charges in favor of the State or any political subdivision thereof for taxes past due and unpaid on the unit; and (2) amounts unpaid under mortgage and trust deed instruments duly recorded. Such lien may be foreclosed by suit of the Association, acting on behalf of all units owners, in like manner as a mortgage of real property. In any such foreclosure, the defaulting unit owner shall be required to pay a reasonable rental for the unit for the period beginning on the date notice of default is first served and ending on the date of sale of the unit, and the Association shall be entitled to a receiver to collect the same. The Association, acting on behalf of all unit owners, shall have the power to bid on units at foreclosure, and to acquire, hold, lease, mortgage, deed in trust, and convey the same. Suit to recover a money judgment for unpaid common charges may also be maintained by the Association without foreclosing or waiving the lien securing the payment of such expenses. In addition to any other relief granted the Association shall be entitled to recover reasonable attorney's fees in action brought for the recovery of any assessment or charge or for foreclosure of the lien given to secure the same.

17. Acquisition of Unit at Foreclosure or Other Sale; Effect. When the mortgagee or trust deed beneficiary under a duly recorded instrument obtains title to a unit as a result of foreclosure, exercise of a power of sale or conveyance in lieu of foreclosure, or

when any other purchaser, obtains title to a unit as a result of foreclosure or exercise of a power of sale, such purchaser, his heirs, successors, and assigns, shall not be liable for the share of common expenses or assessments by the Association chargeable to such unit for any period prior to the acquisition of title to such unit by such purchaser. Any such unpaid share of common expenses or assessments shall be deemed common expenses collectible from all units including the unit acquired by such purchaser, his heirs, successors and assigns; provided, however, nothing in this Article 17 shall discharge any person owning a unit at the time an assessment is imposed from his personal obligation to pay the same.

18. Destruction of or Damage to Property; Effect. In the event the property is damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided in Texas Revised Civil Statutes Article 1301a, Sections 20 and 21, or any revision, recodification or amendment thereof.

19. Conveyance of Units; Unpaid Assessments. On the voluntary sale or conveyance of a unit, all unpaid assessments against the seller for common expenses shall first be paid from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except (1) assessments, liens, and charges in favor of the state or any political subdivision thereof for taxes past due and unpaid on the unit; and (2) amounts due under mortgage and trust deed instruments duly recorded. Upon payment to the Association of a reasonable fee not to exceed TWENTY FIVE AND 00/100 (\$25.00) DOLLARS, and upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon

The Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement. Any payment by a purchaser shall be without prejudice to the right of such purchaser to recover over from his seller any amounts for which he was not liable under his contract of sale.

20. Agreements and Determinations of Association. All agreements and determinations lawfully made by the Association in accordance with the voting percentages corresponding to the respective percentages of undivided interest in the common elements appurtenant to each unit and hereinbefore set forth, shall be binding on all unit owners, their heirs, successors, and assigns.

21. Duties and Liabilities of Declarant. So long as Declarant, its successors and assigns, owns one or more of the condominium units established and described herein, Declarant, its successors and assigns, shall be subject to the provisions of this declaration and of all exhibits attached hereto. Declarant further covenants to take no action that would adversely affect the right of the Association with respect to assurances against latent defects in the property, or other rights assigned to the Association by reason of the establishment of the condominium.

22. Annexation. Declarant hereby declares that it contemplates that at a future time or times, the condominium project may (but shall not be required to) be expanded by adding thereto additional real property comprising the above mentioned Phase Two of The Elm Grove Condominium. Said real property may contain a contemplated additional 80 condominium units, although the exact number may vary due to design or planning changes which may hereafter occur. Such additional property, being 3.8962 acres out of Westchase Subdivision, Harris County, Texas, described by metes and bounds in Exhibit "E" attached hereto and incorporated herein for all purposes by reference, and designated Phase Two, on Exhibit "B"

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attached hereto, may be annexed in whole or in part, from time to time, and at more than one time, in order that such additional property becomes a part of the condominium project described and defined in this Declaration, which annexation and addition may be accomplished within five (5) years from the date of recordation of this Declaration, without the assent of the Association or its members. The provisions of this Article 22 shall become effective only in the event that Declarant, or other owner or owners of the real property comprising Phase Two, shall file for record in the office of the County Clerk of Harris County, Texas, on or before five (5) years from the date of this Declaration, an Annexation Declaration, which Annexation Declaration shall describe the real property annexed as Phase Two or part thereof, refer to this Declaration and specifically to this Article 22, and adopt the terms of this Declaration by reference. The Annexation Declaration so recorded shall also specify the number of condominium units which are being added and annexed to the project by reason of the recordation of the Annexation Declaration. Declarant may cause to be recorded as many separate Annexation Declarations, consistent with the provisions of this Article 22, as may be desired by Declarant, from time to time. Declarant further reserves the right, at any time and from time to time, without requesting or receiving the assent or consent of the then owners of any portion of the real property with which this Declaration is concerned, to resubdivide, amend the subdivision map, modify, alter or otherwise change the legal or other status or configuration of the property to be annexed, to grant easements, and otherwise to take such actions as may be deemed necessary by Declarant to satisfactorily expand the condominium project. Each owner of a condominium in the project appoints Declarant as his attorney-in-fact for the purpose of effecting the foregoing; and the power herein granted to Declarant shall be and is a power coupled with an interest. Upon the recordation of such Annexation Declaration in compliance with the provisions of this Article 22, this Declaration shall further apply to and affect all of the real property

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described above and all of the property described in any such Annexation Declaration and the condominium project, all of the condominium units in the project (as so expanded and annexed), and their then future owners, with the same effect as if the property described in the Annexation Declaration were originally subject to the provisions of this Declaration. Thereupon, the powers and responsibilities of the Association shall be co-extensive with regard to all property included within the condominium (as expanded), and the Association shall, pursuant to the provisions of this Declaration, constitute the Association for the entire condominium (as expanded), and the rights and obligations of condominium unit owners prior to the recordation of the Annexation Declaration. The Association shall thereupon continue to maintain one maintenance fund for the collection and disbursement of monies as required and permitted hereby for the condominium project, and in all respects and meanings, the condominium (as expanded) shall be deemed to be a single condominium for the purposes and in accordance with the provisions of this Declaration. Upon the annexation of additional property by the recordation of one or more such Annexation Declarations, within the time and in accordance with the provisions of this Article 22, the ownership of the common areas and facilities shall automatically become, as to each condominium unit, a percentage interest equivalent to the number of square feet within each condominium unit divided by the total number of square feet within all condominium units in the condominium after the annexation(s) is completed, provided, however, no annexation shall cause any percentage interest to be less than minimum nor greater than the maximum percentage value set forth in Exhibit "D" attached hereto. In reserving the right to annex the said Phase Two into this condominium, Declarant represents that Phase Two will be compatible with the first phase in style, floor plan, quality, size and cost, as determined by Declarant. Declarant's exercise of the right to annex the said Phase Two shall be subject to the written consent of the holders of a majority of the then existing mortgage on the first phase.

23. Protection of Mortgagee.

(a) Notice to Association. An owner who mortgages his condominium unit shall notify the Association giving the name and address of his mortgagee. Each mortgagee shall be permitted to notify the Association of the fact that such mortgagee holds a Deed of Trust or mortgage on a condominium unit. The Association shall maintain such information in a book entitled "Mortgagees of Condominiums".

(b) Notice of Default. The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

(c) Exemption from Right of First Refusal. When any first mortgagee obtains title to a condominium unit pursuant to the remedies provided in the mortgage, such as foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure such mortgagee shall be exempt from any "right of first refusal".

(d) Claims for Unpaid Assessments. Any first mortgagee who obtains title to the unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such unit's unpaid dues or charges which accrued prior to the acquisition of title to such unit by the mortgagee.

(e) Approval for Amendments to Declaration, Etc.. The prior written approval of not less than one hundred percent (100%) in number of the holders of the first mortgages on condominium units shall be required for each of the following:

(1) abandonment or termination, by act or omission, of The Elm Grove Condominium as a Condominium Regime, except for abandonment or termination provided by law, in the case of substantial destruction by fire or other casualty or in the taking by condemnation or eminent domain;

(2) any change of the pro-rata interest or obligations of any individual Condominium Unit for any purposes whatsoever, except as provided in Article 22 of this Declaration;

(3) any partition or subdivision of any Condominium Unit;

(4) any act or omission which seeks or attempts to abandon, partition, subdivide, encumber, sell or transfer all or any part of the common elements, other than the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements.

(5) use any hazard insurance proceeds from losses to any part of the condominium property for other than the repair, replacement or reconstruction of such property, except as provided by law in the event of substantial destruction.

It is intended that the provisions of this Article 23(c) shall refer only to minimum requirements and, to the extent greater requirements are imposed by any other provision hereof, such greater requirements shall govern.

(f) Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

(g) Reserve Fund. The Association shall establish an adequate reserve fund for replacement of common elements components and fund the same by regular monthly payments rather than by extraordinary special assessments.

(h) Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium as a whole.

(i) Mortgagees' Priority. No provision of this Condominium Declaration or the By-laws of the Association shall be construed to give any Condominium Unit owner or any other party priority over any rights of the holders of first mortgage liens on Condominium Units pursuant to or by virtue of their mortgages, in case of a distribution to or for the benefit of Condominium Unit owners, of insurance proceeds or condemnation awards for losses to or a taking of any Condominium Unit and/or common elements.

(j) Management Agreements. Any management agreement entered into by the Association will be terminable by the Association without cause upon not more than ninety (90) days' written notice, and the term of such management agreement will not exceed the period of three (3) years, renewable by agreement of the parties to such agreement for successive periods of not more than three (3) years each.

(k) Notice of Damage or Destruction. The Association shall furnish the first mortgagees timely written notice of any damage or destruction of condominium units and of any part of the common elements and facilities if such loss exceeds \$10,000.00, to the common elements, or \$1,000.00 to a condominium unit..

(l) Notice of Condemnation or Eminent Domain. The Association shall furnish the first mortgagees timely written notice of any condominium, or eminent domain proceedings regarding all or any portion of a condominium unit or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings if such taking exceeds \$10,000.00.

(m) Annual Audits. The Association shall furnish each first mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

(n) Notice of Meetings. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

(o) Maintain Improvements Against Encroachment. The Association shall have the right to maintain existing improvements regardless of any present or future encroachments of the common elements upon another unit.

ELM G

24. Dimensions. It is expressly agreed, and each and every purchaser to a condominium unit, his heirs, executors, administrators, assigns, successors, and grantees hereby agree, that the square footage, size, and dimensions of each condominium unit as set out and shown in this Declaration or in said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent, or guarantee that any condominium actually contains the area, square footage, or dimensions shown by the plat thereof. Each purchaser of a condominium unit hereby expressly waives any claim or demand which he may have against the Declarant or any other whomsoever on account of any difference, shortages, or discrepancy between the condominium 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 condominium unit or of any condominium 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.

25. Compliance with Provisions of Declaration and By-laws. Each owner shall comply strictly with the provisions of this Declaration, the By-laws and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same 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 proper case, by an aggrieved owner. In the event suit is brought to enforce any provisions of this Declaration, the Association, or aggrieved owner suing to enforce the same, shall be entitled to recover reasonable attorney's fees, in addition to any other relief granted.

26. Administration and Management - Managing Agent. The administration of this condominium property shall be governed by By-Laws of Association in accordance with its Articles of Incorporation. A copy of such By-Laws is attached hereto marked Exhibit "F", and a copy of such Articles of Incorporation is attached hereto and marked Exhibit "G", both of which are incorporated herein. The Managing Agent shall be F. THOMAS DUNN AND WILLIAM L. BROWN DEVELOPMENT, INC., whose address is 3463 W. Alabama, Houston, Texas, 77027, and the Managing Agent shall perform all of the duties of the Board of Managers and shall have and exercise all of the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Managers and other officers of the Association, until the expiration of five (5) years from the date this Declaration is filed for record, or until 95% of the Condominium units shall be decided to owner/occupants, whichever first occurs, which period is hereafter referred to as the sale and development period. Nothing contained in this Article 26 shall be construed to prevent the Managing Agent from relinquishing the control and responsibility for the administration and management of the condominium to the Board of Managers of the Association, prior to the end of such sale and development period.

27. Amendment of Declaration. This Declaration may be amended by the vote of those unit owners entitled to exercise 75% or more of the total voting power of the condominium, cast in person or by proxy at a meeting duly held in accordance with the by-laws of the council of co-owners, provided, however, except when a greater number is required pursuant to Article 23(e), that any such amendment must first have been approved in writing by beneficiaries under first deeds of trust or first mortgages on 75% of all units. Without limiting the generality of the foregoing, and notwithstanding anything in Article 23 to the contrary, Declarant 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) conform with the requirements of the Federal Home Loan Mortgage

Corporation, the Federal National Mortgage Association, or any similar duly constituted governmental authority, with respect to Condominium documentation, each by written instrument to such effect executed by Declarant only and duly recorded in the Condominium Records of Harris County, Texas.

28. Invalidity. If one or more provisions of this declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this declaration.

29. Waiver. No provisions contained in this Declaration shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistence of such failure of enforcement.

30. Captions. Captions are inserted in this Declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this Declaration or any provision thereof.

EXECUTED at Houston, Texas, on the date first written above.

F. THOMAS DUNN AND WILLIAM L. BROWN DEVELOPMENT, INC.

William L. Brown
BY WILLIAM L. BROWN, PRESIDENT

ATTEST:

T. Thomas Dunn
T. THOMAS DUNN, SECRETARY

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM L. BROWN, President of F. THOMAS DUNN AND WILLIAM L. BROWN DEVELOPMENT, INC., 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 considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 29th day of September, 1978.

Houston
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

JOINDER OF MORTGAGEE

The undersigned, Southwest Bancshares Mortgage Company, being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Condominium Declaration for The Elm Grove Condominium in its capacity as such mortgagee and lienholder, does hereby consent to and join in said Condominium Declaration.

This consent and joinder 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 Units and all appurtenances thereto, and all of the undivided interests in the Common Area, subject to the provisions of said Declaration of Condominium.

SIGNED AND ATTESTED by the undersigned officers of said Southwest Bancshares Mortgage Company, hereunto authorized, this the 11 day of September, 1978.

SOUTHWEST BANCSHARES MORTGAGE COMPANY

By H. H. Kuhlmann, III
H. H. KUHLMANN, III
Vice President

ATTEST:
[Signature]
Assistant Secretary

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared H. H. KUHLMANN, III, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Southwest Bancshares Mortgage Company, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of September, 1978.

[Signature]
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

ENMA S. KOKEMOOR
Notary Public in Harris County, Texas
My Commission Expires 11-30-1978

ELP
A C

All that certain lot, tract or parcel of land containing 3.4303 acres out of the C. Ennis Survey, Abstract No. 253 and being part of Block 12, Reserve "L", of Westchase Subdivision, Section Five, according to the plat thereof recorded in Volume 229, Page 88, of the Map Records of Harris County, Texas, said 3.4303 acres being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the extended East right-of-way line of Woodchase Drive (60.00 feet in width) with the extended South right-of-way line of Richmond Avenue (100.00 feet in width), plat of which is recorded in Volume 204, Page 35, of the Map Records of Harris County, Texas;

THENCE, S 09° 03' 54" W, along the extended East right-of-way line of Woodchase Drive, a distance of 10.00 feet to a 5/8-inch iron rod found for corner and the POINT OF BEGINNING of the herein described 3.4303-acre tract;

THENCE, N 54° 17' 18" E, a distance of 14.08 feet to a 5/8-inch iron rod found for corner in the South right-of-way line of Richmond Avenue, said point being in a curve to the right;

THENCE, along the South right-of-way line of Richmond Avenue and said curve to the right subtending a central angle of 04° 42' 40" having a radius of 4102.01 feet for a distance of 337.29 feet to a 5/8-inch iron rod set for corner and the point of terminus of said curve;

THENCE, S 04° 06' 47" W, leaving the South right-of-way line of Richmond Avenue, a distance of 503.71 feet to a 5/8-inch iron rod set for corner;

THENCE, N 85° 53' 13" W, a distance of 200.00 feet to a 5/8-inch iron rod set for corner in the East right-of-way line of Woodchase Drive, said point being in a curve to the left;

THENCE, along the East right-of-way line of Woodchase Drive and said curve to the left subtending a central angle of 19° 48' 03" having a radius of 821.96 feet, for a distance of 284.06 feet to a 5/8-inch iron rod found for corner and the point of tangency of said curve;

THENCE, N 23° 56' 06" W, continuing along the East right-of-way line of Woodchase Drive, a distance of 7.84 feet to a 5/8-inch iron rod found for corner, said point being the point of curvature of a curve to the right;

THENCE, continuing along the East right-of-way line of Woodchase Drive and said curve to the right subtending a central angle of 33° 00' 00" having a radius of 470.00 feet, for a distance of 270.70 feet to a 5/8-inch iron rod found for corner and the point of tangency of said curve;

THENCE, N 09° 03' 54" E, continuing along the East right-of-way line of Woodchase Drive, a distance of 3.78 feet to the POINT OF BEGINNING, containing within these metes and bounds 3.4303 acres (149,424 square feet) of land area.

(e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All monthly or other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-laws.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for an expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration, the Articles of Incorporation and these By-laws, and to execute all such instruments evidencing such indebtedness as this Board of Managers may deem necessary. Such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a competent certified public accountant, once each year.

(l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statements.

(m) To meet at least once each quarter.

(n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.

(o) In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of condominium ownership.

4. Managing Agent. The Managing Agent shall be F. THOMAS DUNN AND WILLIAM T. BROWN DEVELOPMENT, INC., whose address is 3463 West Alabama, Houston, Texas, 77027, and who, notwithstanding the provisions of paragraph 1 of Article III, shall have all the powers and shall perform all the duties of the Board of Managers until the expiration of the sale and development period as set forth in Article 26 of the Declaration, or until such earlier time as said Managing Agent, at his option, may relinquish control of the management and administration of the Association to the Board of Managers. Thereafter, the Board of Managers may employ for the Association a Managing Agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in paragraph 3 of this Article.

quorum. Except as otherwise provided in the Declaration or these By-laws, when a quorum of owners is present at any meeting, a majority vote of the owners present, either in person or by proxy, shall be sufficient to either defeat or approve any proposed action.

5. Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

1. Association Responsibilities. The owners of the units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the project through a Board of Managers.

2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Managers may determine.

3. Annual Meetings. The first annual meeting of the Association shall be held one (1) month after the expiration of the sale and development period as set forth in Article 27 of the Declaration. Thereafter, the annual meetings of the Association shall be held on the first Monday of December of each succeeding year. At such meetings, there shall be elected by ballot of the owners a Board of Managers in accordance with the requirements of paragraph 5 of Article IV of these By-laws. The owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the owners present, either in person or by proxy.

5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained.

7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of managers;
- (g) Unfinished business;
- (h) New business.

13. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, and shall be written in an amount sufficient to provide protection which in no event is less than one and one-half times the insured's estimated annual operating expenses and reserves. The premiums on such bonds shall be paid by the Association.

14. Compensation. No member of the Board of Managers shall receive any compensation for acting as such.

ARTICLE V

OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Managers.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officers of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

6. Secretary. The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the condominium unit owned by such members and the garage or parking space and storage space, if any, assigned for use in connection with such condominium unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board of Managers.

EXHIBIT F

Page 6 of 12

In the event suit for foreclosure is commenced, then within ten (10) days thereafter, such owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest at the rate of 10% for one year, together with a sum equal to ten percent (10%) of the amount of such claim, but not less than ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS, which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Article 24 of the Declaration. Such owner shall be liable to the Association for payment of interest at the rate of 10% on all such sums paid by the Association until the date of repayment by such owner.

4. General.

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for THE ELM GROVE CONDOMINIUM, the Articles of Incorporation and these By-laws and amendments and supplements thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which THE ELM GROVE CONDOMINIUM project was established.

5. Use of Units - Internal Changes.

(a) All units shall be utilized for single family residential purposes only.

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association. The Association shall have the obligation to answer within five (5) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

6. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

7. Right of Entry.

(a) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

(f) No resident of the condominium shall post any advertisements, signs, or posters, of any kind in any apartment unit or on any part of the project except as authorized by the Association.

(g) Parking of automobiles shall be only in the spaces designated as parking for each unit; no unattended vehicle shall at any time be left in the alley ways or streets in such manner as to impede the passage of traffic or to impair property access to parking area. No storage of any objects shall be permitted in the carport area, except in designated storage areas, and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind. Guest parking areas are not intended for use by owners for parking or storing boats, trailers, camping units or any personal vehicles, and the Board may insure the proper use of said areas in such manner as it deems necessary.

(h) Each owner shall keep clean and in good condition and repair the windows and interiors of his condominium unit and shall not permit garments, rugs, laundry or other unsightly items to extend from or be placed outside of his condominium unit, including but not limited to over windows or the balcony.

(i) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash or garbage out of any of the windows of any of the units.

(j) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(k) No owner, resident or lessee shall install wiring for electrical or telephone installation, radio and television antennae, machines or air conditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in writing previously approved by the Association.

(l) No owner or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Association.

(m) All window coverings of whatever type and material shall be white on the side nearest the window and no trim or material of any color other than white shall be permitted to be visible through any window.

(n) Reasonable and customary regulations for the use of the swimming pool and recreation areas will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.

(o) No drilling, digging, quarrying or mining operation of any sort shall be permitted on the property.

(p) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a carport to a point outside the Property, or from a point outside the Property directly to a carport.

ARTICLE XII

REGISTERED OFFICE

The Registered office and the principal office for the transaction of business of this Association shall be 3463 West Alabama, Houston, Texas, 77027, and the Registered Agent shall be WILLIAM L. BROWN, at the same address.

ARTICLE XIII

EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President and Secretary of the Association.

ARTICLE XIV

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

The violation of any rule or regulation promulgated by the Board of Managers, or the breach of any By-law, or the breach of any provision of the Declaration, shall give the Board of Managers or the Managing Agent, the right, in addition to any other rights set forth therein, (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any person, structures, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Managers or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at Houston, Texas, this the 22nd day of September, 1977.

BOARD OF MANAGERS

BY: _____
F. THOMAS BURN

BY: *William L. Brown*
WILLIAM L. BROWN

BY: _____
JOHN ZIMMERMAN