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CONDOMINIUM DECLARATION

FOR

Return to
COUNTY CLERK
HARRIS COUNTY, TEXAS

STONEY BROOK TOWNHOMES *kw*

(A Condominium)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, GEORGE R. MOODY, Trustee, hereinafter called "Declarant", is the owner of a certain tract of land and the improvements thereon situated in Harris County, Texas, which property is more particularly described on the attached Exhibit "A", which, by this reference, is made a part hereof; and

WHEREAS, Declarant desires to establish a condominium project under the Condominium Act of the State of Texas; and

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WHEREAS, Buildings and other improvements have been constructed on the real property described in attached Exhibit "A", said buildings being divided into separate, designated condominium units; and

WHEREAS, Declarant does hereby establish a plan for the separate and individual ownership of the area or space contained in each of said condominium units existing in said buildings, and the co-ownership by said unit owners of (a) the real property described in attached Exhibit "A", and (b) the portion of the improvements not contained within said units, said co-owned property being hereinafter referred to and defined as general and limited common elements;

NOW THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant and any person or entity acquiring or owning an interest in said real property and improvements, their heirs, personal representatives, devisees, successors and assigns.

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

(a) "Unit" means an individual air space unit which is contained within the perimeter walls, floors, ceilings, windows and doors of such units (and the patios and storage areas appurtenant to each unit where applicable) in one of the buildings as shown on the Condominium Map filed herewith, together with all fixtures and improvements therein contained but not including any of the structural components of the building in such unit.

(b) "Condominium unit" means the fee simple interest and title in and to a unit together with the undivided interest in the general and limited common elements appurtenant thereto.

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

(d) "General common elements" means and includes the land described in Exhibit "A"; utility lines, including sewage, water, gas, electricity, and all

STONEY BROOK TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS

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components thereof; laundry room; maintenance room; storage rooms; hot water boiler; roads, yards, shrubs; trees; sidewalks; pavement; parking area or areas; all common recreational facilities including without limitation the office, with exception of closing office, swimming pool, cabana and all other areas of such land and the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in common use, including the air above such land, all of which shall be owned by the owners of the separate units, each owner of a unit having an undivided percentage interest in such general common elements as set forth in the attached Exhibit "A-1", which, by this reference, is made a part hereof.

(e) "Limited common elements" means those parts of the general common elements which are either limited to and reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one but fewer than all of the condominium unit owners. The only limited common elements shall be the structural components of each building (including, without limitation, the roof, walls and foundation) which shall be limited to use by the owners of units in each particular building.

(f) "Condominium project or regime" means all of the land and improvements submitted by this Declaration.

(g) "Common expenses" means and includes expenses for the maintenance, repair, operation, management and administration of this condominium regime; expenses declared common expenses by the provisions of this Declaration and the By-Laws of Stoney Brook Townhomes Association, Inc.; and all sums lawfully assessed against the general common elements by the Board of Directors of the Association.

(h) "Association of unit owners" or "Association" means the Stoney Brook Townhomes Association, Inc., incorporated association, its successors and assigns, the By-Laws of which shall govern the administration of this condominium regime, the members of which shall be all of the owners of the condominium units. Said corporation shall be a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act.

(i) "Building" means one or more of the building improvements containing units as shown on the Map.

(j) "Map" means and includes the engineering survey of the land locating thereon all of the improvements, the floor plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements and land.

2. CONDOMINIUM MAP. Attached hereto and incorporated herein for all purposes as Exhibits "B" is the Map. The Map sets forth, among other things, the following:

(a) The legal description of the land and a survey thereof showing the location of each building designated by letter;

(b) A general description and plat of each unit showing its square footage, building location, floor and unit number.

(c) A general description and plat of the parking space appropriately numbered as set forth and depicted on Exhibit "B".

The Map shall contain the certificate of a registered professional engineer or licensed architect, or both, certifying that the Map substantially depicts the location of the buildings, the units, the unit numbers, the dimensions of the units, the building designation by letter and that such Map was prepared subsequent to the completion of the improvements. In interpreting the Map the existing physical boundaries of each separate unit shall be conclusively presumed to be its boundaries. Declarant reserves the right to amend the Map, 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.

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3. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS. The tract of land described in Exhibit "A" hereto and the improvements thereon are hereby divided into fee simple estates, each such estate consisting of the separately designated condominium units and the undivided interest in and to the general common elements and the limited common elements appurtenant to each unit.

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4. COMMON ELEMENTS. Common elements are composed of general and limited common elements as defined in paragraph 1 hereof. No reference thereto, whether such common elements are limited or general, need be made in any deed or other instrument, and reference is made to the provisions of paragraph 7 of this Declaration.

5. AUTOMOBILE PARKING. Parking areas intended for the use of the owner of a particular unit are appropriately designated on Exhibit "B".

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6. INSEPARABILITY OF A CONDOMINIUM UNIT. Each unit, the appurtenant undivided interest in the general common elements and the appurtenant limited common elements shall together comprise one condominium unit, shall be inseparable and may be sold, assigned, leased, devised, or encumbered only as a condominium unit.

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7. DESCRIPTION OF CONDOMINIUM UNIT. Every contract for the sale or lease of a condominium unit prior to the recording of the Declaration may legally describe a condominium unit by its identifying unit number, the building letter, followed by the words, "Stoney Brook Townhomes" with further reference to the Declaration to be filed for record. Subsequent to the recording of the Declaration, every deed, lease, mortgage, deed of trust, will or other instrument may legally describe a condominium unit by its identifying unit number, the building letter, followed by the words, "Stoney Brook Townhomes" with further reference to the volume and page wherein this Declaration is filed of record in the Condominium Records of Harris County, Texas. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit but also the common elements appurtenant thereto. Each such description shall be construed to include a non-exclusive easement for ingress and egress to an owner's unit and use of all the general common elements, together with the right to the exclusive use of the limited common elements. The initial deeds conveying each condominium unit may contain reservations, exceptions and exclusions which the Declarant deems to be consistent with and in the best interests of all condominium unit owners and the Association.

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8. SEPARATE ASSESSMENT AND TAXATION - NOTICE TO ASSESSOR. Declarant shall give written notice to the assessor of the County of Harris, State of Texas, of the creation of condominium ownership in this property, so that each unit and the undivided interest in the common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

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9. OWNERSHIP - TITLE. A condominium unit may be held and owned by more than one person in any real property relationship recognized under the laws of the State of Texas.

10. NON-PARTITIONABILITY OF COMMON ELEMENTS. The common elements shall be owned in common by all of the owners of the units and shall remain undivided, and no owner shall bring any action for partition or division of the common elements. Nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between owners thereof, but such partition shall not affect any other condominium unit.

11. USE AND OCCUPANCY. After the initial sale or transfer by Declarant, all units shall be used and occupied for single family residential purposes only.

12. EASEMENTS FOR ENCROACHMENTS. If any portion of the common elements encroaches upon a unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a unit encroaches upon the common elements, or upon adjoining unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the common elements or on the units.

13. TERMINATION OF MECHANIC'S OR MATERIALMEN'S LIEN RIGHTS AND INDEMNIFICATION. No labor performed or materials furnished and incorporated in a unit with the consent or at the request of a unit owner or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the unit of any other unit owner not expressly consenting to or requesting the same, or against the common elements. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against that of any owner or against the common elements for construction performed or for labor, materials, services or other products incorporated in the owner's unit at such owner's request. The provisions herein contained are subject to the rights of the Managing Agent or Board of Directors of the Association as is set forth in paragraph 17.

14. ADMINISTRATION AND MANAGEMENT; MANAGEMENT AGENT. The administration and management of this condominium property shall be governed by the By-Laws of Stoney Brook Townhomes Association, Inc., a copy of which is attached hereto as Exhibit "C", which, by this reference is incorporated herein. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the By-Laws of the Association. The Association may delegate by written agreement such of its duties, powers and functions permitted to be delegated by the By-Laws of the Association to any person or firm to act as Managing Agent at an agreed compensation.

15. ADMINISTRATION AND MANAGEMENT DURING DEVELOPMENT AND SALE PERIOD. Notwithstanding the foregoing paragraph 14, Declarant shall remain in control of and be responsible for the administration and management of the regime until the termination of the development and sale period. The development and sale period shall be defined as a period of time two (2) years from the date of execution of this Declaration or the date upon which Declarant has sold all condominium units owned by it, whichever comes first. During such period, Declarant, or its designated representatives, shall provide the services, such as office supervision, record keeping, yard maintenance, exterior maintenance and others, which

would normally be provided by or arranged for by the Board of Directors and shall have and exercise all the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Directors and other officers of the Association. Declarant and its employees, representatives and agents may maintain a business and sales office, model units and other sales facilities necessary or convenient during the development and sale period. Notwithstanding anything herein contained to the contrary, Declarant and Owners shall have the right to rent condominium units at any time during the ownership of same.

16. RECORDS. The Board of Directors or the Managing Agent shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the condominium regime and its administration and specifying the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection by all owners at convenient hours on working days that shall be set and announced for general knowledge. All records shall be kept in accordance with good accounting procedures and shall be audited at least once a year by an auditor outside the Association.

17. RESERVATION FOR ACCESS - MAINTENANCE, REPAIR AND EMERGENCIES. The owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Directors of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements thereon or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units. Damage to the interior or any part of a unit or units resulting from the maintenance, repair, emergency repair or replacement of any of the common elements or as a result of emergency repairs within another unit at the instance of the Association, shall be a common expense of all of the owners; provided, however, that if such damage is the result of the misuse or negligence of a unit owner, then such unit owner shall be responsible and liable for all such damage. All damaged improvements shall be restored to substantially the same condition of such improvements prior to such damage. All maintenance, repairs and replacements as to the common elements (unless necessitated by the negligence or misuse of a unit owner, in which case such expense shall be charged to such unit owner), shall be the common expense of all the owners. Notwithstanding anything herein contained to the contrary, the Association shall be responsible for the cleaning (not repairs) on a semi-annual basis, of the second floor exterior windows on the front and rear of all buildings.

18. OWNER'S MAINTENANCE RESPONSIBILITY OF UNIT. An owner shall be deemed to own, shall have the responsibility of repair, maintenance and replacement (except as otherwise provided hereinbelow) and shall have the right to alter and remodel: the interior non-supporting walls of his unit; the materials (such as, but not limited to, plaster, gypsum, paneling, wallpaper, paint, tile, carpet and flooring, but not including the sub-flooring) making up the finished surfaces of the interior walls, ceilings and floors of his unit, including the doors and windows and all related hardware; the storage room and patio appurtenant to his unit where applicable; air handling units, draperies, appliances and all other fixtures, equipment or personal property contained or installed within his unit commencing at a point where the utilities enter the interior unit wall; and the air conditioning unit located on the roof of his unit. The owner shall be responsible for his own branch water, sewer, or other utility lines, that branch off a main line. The right and responsibility of an owner to repair, maintain, replace, alter and remodel

is coupled with the obligation to perform such functions in a good and workmanlike manner and to replace any materials removed with similar or other types or kinds of materials of equal quality. An owner shall not be responsible for the maintenance and repair nor shall an owner have the right to alter or remodel the fence surrounding his patio, said fence being hereby specifically declared a common element. The Association and not the owner shall be responsible for the trimming and other maintenance of trees contained within said patios at the time of the initial sale by Declarant, but the owner and not the Association shall be responsible for the maintenance and repair of the remainder of the interior of the patio. In the event a tree contained within said patios at the time of the initial sale by Declarant shall become a hazard through rotting, disease or otherwise, the Association shall remove same but shall have no obligation of replacement. An owner shall not be deemed to own lines, pipes, wires, conduits or systems (which for brevity are herein and hereafter referred to as utilities) running through his unit which serve one or more other units except in common with the other owners. Such utilities shall not be disturbed or relocated by an owner without the written consent and approval of the Association.

19. COMPLIANCE WITH PROVISIONS OF DECLARATION AND THE BY-LAWS OF THE ASSOCIATION. Each owner shall comply with the provisions of this Declaration and the By-Laws of the Association, 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, and for reimbursement of all attorney's fees incurred in connection therewith, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved Owner.

20. REVOCATION OR AMENDMENT TO DECLARATION. This Declaration shall not be revoked unless all of the owners and all of the holders of recorded first lien deeds of trust covering or affecting any or all of the condominium units unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the owners representing an aggregate ownership interest of sixty per cent (60%), or more, of the general common elements and all of the holders of any recorded first lien deeds of trust covering or affecting any or all of the condominium units consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the percentage of the undivided interest in the general common elements appurtenant to each unit, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all of the unit owners and all of the holders of any recorded first lien deeds of trust covering or affecting any or all of the condominium units expressed by instrument(s) duly recorded. Notwithstanding the foregoing, during the development and sale period, as defined in paragraph 15 hereof, Declarant may, with the written consent of any institutional mortgagee of any condominium unit (but without the consent of any owner) amend this Declaration, Map, By-Laws, and the other Exhibits attached hereto in order to correct errors and omissions.

21. ADDITIONS, ALTERATIONS AND IMPROVEMENTS TO THE COMMON ELEMENTS. There shall be no additions, alterations or improvements of or to the common elements requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) in any one (1) calendar year without the prior approval of

owners representing an aggregate ownership interest of more than sixty-six and two-thirds percent (66-2/3%) of the general common elements; provided, however, that if such additions, alterations or improvements of or to the common elements would require an expenditure in excess of Thirty Thousand Dollars (\$30,000.00) in any one (1) calendar year, the Association must proceed in accordance with subparagraph (e) of paragraph 28 hereof.

The limitations set forth herein shall not be applicable to the replacement, repair and maintenance of any common element or common property.

22. ASSESSMENT FOR COMMON EXPENSES. All owners shall be obligated to pay the assessments, either estimated or actual, imposed by the Board of Managers of the Association to meet the common expenses. The assessments shall be made according to each owner's percentage interest in and to the general common elements as provided in Exhibit "A-1" hereto. 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. Assessments for the estimated common expenses shall be due monthly in advance on the first day of each month. The Managing Agent or Board of Directors shall prepare and deliver or mail to each owner a semi-annual statement of actual common expenses.

In the event the ownership of a condominium unit commences on a day other than the first day of a month, the assessment for that month shall be prorated. Upon the purchase of a condominium unit the entire assessment shall become due, however, some may be paid monthly in advance.

The assessment made for common expenses shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent, or if there is no Managing Agent, then the Board of Directors of the Association, shall from time to time determine is to be paid by all of the condominium unit owners, including Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the common elements, which sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; premiums for 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; trash collections; wages; utility charges; legal and accounting fees; management fees, expenses and liabilities incurred by the Managing Agent or Board of Directors on behalf of the unit owners under or by reason of this Declaration and the By-Laws of the Association; deficits arising or any deficits remaining from a previous period; the creation of reasonable contingency, reserve, working capital, and sinking funds as well as other costs and expenses relating to the common elements. The omission or failure of the Board of Directors to fix the assessment for any period shall not be deemed a waiver, modification or a release of the owners from their obligation to pay the same.

Notwithstanding anything herein contained to the contrary, Declarant, prior to the sale of any condominium units to owners, shall merely be responsible for his pro-rata share of assessment applicable to the unsold units, but shall not be obligated to pay any initial assessment required of an Owner by the Association.

23. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS.

The amount of common expenses assessed against each condominium unit shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit. The Board of Directors or Managing Agent shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid more than fifteen (15) days from the due date for payment thereof. In the event of default in the payment of the assessment, the unit owner shall be obligated to pay interest at the rate of one percent (1%) per annum below the then highest legal rate of interest for individuals on the amount of the assessment from the due date thereof until paid, together with all expenses incurred, including attorney's fees and such late charges as are provided in the By-Laws of the Association. Any default not cured as provided for herein shall accelerate the entire assessment for the current twelve (12) month owed and not paid. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

24. ASSESSMENT LIEN. Declarant does hereby grant and reserve and title to a condominium unit is hereby expressly made subject to a lien for the non-payment of common expenses, and a grantee by acceptance of a deed or other instrument of conveyance from the Declarant or from an owner or grantor, whether or not it shall be so expressed in such deed or other instrument of conveyance, shall be deemed to accept and agree to such lien, which lien shall be established and enforced in the manner hereinafter set forth. All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit shall constitute a lien on such unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the unit in favor of any assessing unit, and all sums unpaid on a first mortgage or first deed of trust of record. To evidence such lien, the Board of Directors or the Managing Agent shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the Condominium unit. Such notice shall be signed by one of the Board of Directors or by one of the officers of the Association or by the Managing Agent and shall be recorded in the office of the County Clerk of Harris County, Texas. Such lien for the common expenses shall attach from the date of failure of payment of the assessment. Such lien may be enforced by the foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property subsequent to the recording of a notice or claim thereof. In any such proceedings the owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure proceedings, the additional costs, all expenses and reasonable attorney's fees incurred but not less than the amount recommended by the Texas Bar Association according to the then current published and recommended fee schedule for foreclosure proceedings through Court. The owner of the condominium unit being foreclosed shall be required to pay to the Association the monthly assessment for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the condominium unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a condominium unit may pay, but shall not be required to pay any unpaid common expenses payable with respect to such

unit. Upon request of a mortgagee, the Association shall report to the mortgagee of a condominium unit any unpaid assessments remaining unpaid for longer than twenty-five (25) days after the same are due; provided, however, that such mortgagee shall have furnished to the Managing Agent or to the Board of Directors notice of such lien.

25. LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT IS JOINT. With respect to the resale of condominium units, upon payment to the Managing Agent, or if there is no Managing Agent, then to the Association of a reasonable fee not to exceed Twenty-Five Dollars (\$25.00), and upon written request of any owner, prospective Purchaser or any mortgagee or prospective mortgagee of a condominium unit, the Association, by its Managing Agent, or if there is no Managing Agent then by the financial officer of the Association, shall issue a written statement setting forth the amount of 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 any advanced payments of common assessments, for prepaid items, such as insurance premiums, but not including accumulated amounts for reserves or sinking funds, if any, which statement 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 became due prior to the date of making such request shall be subordinate to the rights of the person requesting such statement. The grantee of a condominium unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the unpaid common assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment of a reasonable fee not to exceed Twenty-Five Dollars (\$25.00), and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent, or if there is no Managing Agent, then from the Association, setting forth the amount of the unpaid assessments, if any, with respect to the subject unit, the amount of the current monthly assessment, the date that such assessment becomes due, credit for any advanced payments of common assessments, for prepaid items, such as insurance premiums, but not including accumulated amounts for reserves or sinking funds, if any, which statement shall be conclusive upon the Association. Unless such request for such a statement shall be complied with within ten (10) days of such request, then such requesting grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid assessments against the subject unit. The provisions set forth in this paragraph shall not apply to the initial sales and conveyances of the condominium units made by Declarant, and such sales shall be free from all common expenses to the date of conveyance made or to a date as agreed upon by Declarant and Declarant's grantee.

26. MORTGAGING A CONDOMINIUM UNIT - PRIORITY. An owner shall have the right from time to time to mortgage or encumber his unit and the interests appurtenant thereto by deed of trust, mortgage or other instrument, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a unit through judicial foreclosure, public sale or other means shall be subject to the terms and provisions of this Declaration except as specifically excepted herefrom.

27. INSURANCE. The Managing Agent, or if there is no Managing Agent, then the Board of Directors shall obtain and maintain at all times insurance (issued by responsible

insurance companies authorized to do business in the State of Texas) covering such risks as are or shall hereafter customarily be covered with respect to other condominium buildings, fixtures, equipment and personal property, similar in construction, design and use. The insurance shall be carried in blanket policy form naming the Association the insured, as attorney-in-fact (for all of the condominium unit owners), and showing mortgagees as their interest appears, which policy or policies shall provide that they cannot be cancelled or substantially modified until after ten (10) days prior written notice is first given to the Association and each first mortgagee. The Managing Agent, or if there is no Managing Agent, then the Board of Directors, shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as may from time to time be determined, covering the Association, each member of the Board of Directors, the Managing Agent, and the resident manager.

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 an owner and casualty and public liability insurance coverage within each individual unit are specifically made the responsibility of the owner thereof.

28. ASSOCIATION AS ATTORNEY-IN-FACT. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its damage, destruction or obsolescence.

Title to a 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 of conveyance from the Declaration or from any owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint Stoney Brook Townhomes Association, Inc. their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon its damage, destruction or obsolescence 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 deal with insurance companies and receive insurance proceeds and to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which is necessary and appropriate to exercise the powers herein granted. Any repair, reconstruction or replacement of the improvement(s) shall be improved to substantially the same condition in which it existed prior to the damage, destruction or obsolescence, 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 collected by the Association shall be available for the purpose of repair, restoration or replacement unless the owners and all holders of recorded first lien deeds of trust agree not to rebuild in accordance with the provisions set forth hereinafter.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvement(s).

(b) If the insurance proceeds are insufficient to repair and reconstruct the damaged improvement(s), and if, as determined by the Board of Directors, the cost of reconstruction is not in excess of sixty-six and two-thirds percent (66-2/3%) of the value of all the condominium units (the whole property excluding land), such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a deficiency assessment to be made against all of the owners directly affected by the damage and their condominium units. A qualified contractor selected by the Association shall determine (i) the total cost of reconstruction all of the units damaged by the casualty, and (ii) the cost of reconstructing each separate unit damaged by the casualty. The cost of reconstructing a separate unit shall be the numerator of a fraction, the denominator of which shall be the total cost of reconstructing all of the units. The difference between the available insurance proceeds and the total cost of reconstructing all of the units shall be multiplied by the fractions representing each of the separate units damaged by the casualty and the figures thereby obtained shall be the deficiency assessments for the separate units. Such deficiency assessments shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the deficiency assessment for his unit. The assessment provided for herein shall be a personal debt of the owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph 24 hereof. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this paragraph. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of six per cent (6%) per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of taxes and special assessments liens in favor of any governmental entity and customary expenses of sale;
- (2) For payment of the balance of the lien of any first lien deed of trust;
- (3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If the insurance proceeds are insufficient to repair and reconstruct the damaged improvement(s), and if, as determined by the Board of Directors, the cost of reconstruction is in excess of sixty-six and two-thirds (66-2/3%) percent of the value of all the condominium units (the whole property excluding land), and if the owners do not unanimously, within one hundred (100) days thereafter, make provisions for reconstruction, which plan must have the approval of all holders of recorded first lien deeds of trust, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association, the entire remaining premises shall be sold by the Association, pursuant to the provisions contained in this Declaration, the Map and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such insurance settlement proceeds and the proceeds from the sale of the remaining premises shall be divided by the Association, according to each owner's percentage interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraphs (b) (1) through (5) of this paragraph.

(d) If the owners unanimously adopt a plan for reconstruction, which plan has the approval of all holders of recorded first lien deeds of trust, any assessments made in connection with such plan shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay his assessment. The assessments provided for herein shall be a personal debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph 24 hereof. In addition thereto, the Association as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of six per cent (6%) per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraphs (b) (1) through (5) of this paragraph.

(e) The owners representing an aggregate ownership interest of eighty per cent (80%), or more, of the general common elements may agree that there should be additions, alterations or improvements to the common elements requiring expenditures in excess of Thirty Thousand Dollars (\$30,000.00) in any one (1) calendar

year and adopt a plan for such additions, alterations or improvements. Any assessments made in connection with such plan shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause such additions, alterations or improvements to be made to the common elements notwithstanding the failure of an owner to pay his assessment. The assessments provided for herein shall be a personal debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph 24 hereof. In addition thereto, the Association as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of six per cent (6%) per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraphs (b) (1) through (5) of this paragraph.

(f) The owners representing an aggregate ownership interest of eighty-five percent (85%), or more, of the general common elements may agree that the condominium units are obsolete and adopt a plan to sell same, which plan must have the approval of all holders of recorded first lien deeds of trust. The Association shall thereafter record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the entire premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's percentage interest in the general common elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in subparagraphs (b) (1) through (5) of this paragraph.

29. UTILITIES. All expenses incurred for the service of electricity, water, gas and sewage disposal for this regime shall be regarded as common expenses and assessed in accordance with paragraph 22 hereof.

(a) The water used by this condominium regime shall be common metered and billed to the Association which shall collect each owner's prorata portion thereof as a common expense.

(b) The electricity used by this condominium regime shall be common metered and billed to the Association which shall collect each owner's prorata portion thereof as a common expense. Declarant hereby specifically reserves the right to grant an easement to the utility company for the benefit of Declarant and the Association for the installation of an electricity meter and related facilities and for the maintenance, repair, replacement and reading of same.

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HARRIS COUNTY, TX

(c) The gas used by this condominium regime shall be common metered and billed to the Association which shall collect each owner's prorata portion thereof as a common expense. Declarant hereby specifically reserves the right to grant an easement to the utility company for the benefit of Declarant and the Association for the installation of a gas meter and related facilities and for the maintenance, repair, replacement and reading of same.

(d) Declarant and the Association hereby reserve the right at any time during the sale of the condominium units to install individual electric meters to each condominium unit.

30. MAILBOXES. The maintenance of the mailboxes shall be the responsibility of the Association, however, after the initial keys are issued to the Owners thereafter all lost keys and broken locks will be replaced and/or repaired by the individual owner at the individual owner's expense.

31. PERSONAL PROPERTY FOR COMMON USE. The Association, as attorney-in-fact for all of the owners, may acquire and hold for the use and benefit of all of the condominium unit owners, real, tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be owned by all of the condominium unit owners in the same proportion as their respective interests in the general common elements, and such interest therein shall not be transferable except with a transfer of a condominium unit. A transfer of a condominium unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each owner may use such property in accordance with the purpose of which it is intended without hindering or encroaching upon the lawful rights of the other owners. The transfer of title to a condominium unit under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed condominium unit.

32. REGISTRATION OF MAILING ADDRESS. Each owner shall register his mailing address with the Association, and notices or demands intended to be served upon an owner shall be sent by mail, postage prepaid, addressed in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent certified mail, postage prepaid, to 1811 Stoney Brook Drive, Houston, Texas 77042.

33. PERIOD OF CONDOMINIUM OWNERSHIP. The separate and condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as is provided in paragraph 20 of this Declaration or until terminated in the manner and as is provided in subparagraphs (c) or (f) of paragraph 28 of this Declaration.

34. GENERAL RESERVATIONS. Declarant reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the condominium project and for the best interests of the condominium unit owners and the Association in order to serve the entire condominium project.

35. GENERAL.

(a) If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or work, or the application thereof in any circumstance be invalidated,

the utility company for the benefit of Declarant and the Association for the installation of an electricity meter and related facilities and for the maintenance, repair, replacement and reading of same.

such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

(b) The provisions of this Declaration shall be in addition to and supplemental to the Condominium Act of the State of Texas, and to all other provisions of law.

(c) That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

(d) The interest of an owner in his condominium unit shall at all times be subject to all the terms and provisions of the following: the Texas Condominium Act, this Declaration and Exhibits, the Maintenance Covenants and Agreements document referenced above, and all amendments to same; and all easements, right-of-way agreements, covenants, restrictions and like encumbrances of record.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 27 day of January, 1977.

George R. Moody, Trustee
GEORGE R. MOODY, Trustee

(2)
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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared GEORGE R. MOODY, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of January, 1977.

Marsha A. Murphy
Notary Public in and for
Harris County, Texas



JOINDER OF MORTGAGEE

The undersigned, ALLIED BANK OF TEXAS of Houston, being the sole owner and holder of an existing mortgage and liens upon and against the real property described in Exhibit "A" attached to the foregoing Declaration, as such mortgagee and lienholder does hereby consent to and join in the 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 hereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Lots and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Area, subject to the Declaration and the Trust Agreement.

SIGNED AND ATTESTED by the undersigned officers of said Allied Bank of Texas of Houston, hereunto authorized, this the 31st day of January, 1977.

ALLIED BANK OF TEXAS

By: [Signature]
Assistant Vice President

ATTEST:
[Signature]
Secretary

RECORDERS MEMORANDUM:
This instrument is not satisfactory for photographic reproduction due to carbon or photo copy, discolored paper, etc. or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID R. GRAHAM of ALLIED BANK OF TEXAS, a banking 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 on this the 31st day of January, 1977.



Sandra M. Dobbins
Notary Public in and for
Harris County, Texas
SANDRA M. DOBBINS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977.
455-82-6028

<u>Building "A"</u>	<u>Sq. Footage</u>	<u>Percentage of Value Assigned</u>
1	771	.713
2	761	.703
3	1905	1.761
4	1923	1.777
5	1923	1.777
6	1934	1.787
7	1918	1.773
8	762	.704
9	763	.705
<u>Building "B"</u>		
10	1954	1.805
11	1902	1.757
12	1905	1.761
13	1924	1.778
14	1902	1.758
15	1902	1.758
16	1910	1.765
17	1902	1.758
18	1952	1.804
<u>Building "C"</u>		
19	1072	.990
20	1076	.994
21	1071	.990
22	1076	.994
23	1072	.991
24	1072	.991
25	1076	.994
26	1072	.991
27	1071	.990
28	1073	.992
29	1075	.993
30	1078	.996
31	1072	.991
32	1072	.991
33	1076	.994
34	1076	.994
<u>Building "D"</u>		
35	1170	1.081
36	1151	1.064
37	1149	1.062
38	1158	1.070
39	1158	1.070
40	1158	1.070
<u>Building "E"</u>		
41	1152	1.064
42	1152	1.064
43	1152	1.064
44	1152	1.064
45	1154	1.066
<u>Building "F"</u>		
46	1150	1.063
47	1147	1.060
48	1146	1.059
49	1149	1.062
50	1152	1.064
51	1146	1.059
52	1148	1.061
53	1154	1.066

EXHIBIT "A-1"

STONE BROOK
A CONDOMINIUM
CONDOMINIUM
CORPORATION

<u>Building "G"</u>	<u>Sq. Footage</u>	<u>Percentage of Value Assigned</u>
54	1144	1.057
55	1154	1.066
56	1147	1.060
57	1147	1.060
58	1146	1.059
59	1146	1.059
<u>Building "H"</u>		
60	1084	1.002
61	1081	.999
62	1096	1.012
63	1077	.995
64	1087	1.005
65	1083	1.001
66	1097	1.014
67	1077	.995
<u>Building "J"</u>		
68	739	.683
69	731	.675
70	1074	.992
71	1068	.987
72	1069	.988
73	1070	.989
74	737	.681
75	731	.675
76	1078	.996
77	1075	.993
78	1073	.992
79	1077	.995
<u>Building "K"</u>		
80	774	.715
81	754	.697
82	750	.693
83	745	.688
84	755	.698
85	756	.699
86	779	.720
87	743	.687
88	779	.720
89	753	.696
90	749	.692
91	744	.688
92	759	.701
93	759	.701
94	753	.696
95	770	.712
	TOTAL	100.00%

DOK TOWNHOMES

PROJECT

Title Data, Inc. TX TDI22586 HA C34/1.005

Being a tract of land containing 4.443 acres, more or less, out of a tract of land containing 19.9857 acres of land out of the John D. Taylor Survey, Abstract No. 72, Harris County, Texas, a portion of which is a part of Apartment Tracts 1 & 2 of Woodway Bend, Section One (1), according to the map or plat thereof, recorded in Volume 88 at Page 42 of the Map Records of Harris County, Texas, being more particularly described as follows:

BEGINNING at a point in the East line of the above said 19.9857 acre tract of land for the Southeast corner of the tract of land herein described; said point being North 01° 22' 34" West, 19.00 feet from the Northeast corner of the above said Apartment Tract No. 1; said point also being North 01° 22' 34" West, 719.00 feet from the Southeast corner of the above said 19.9857 acre tract of land;

THENCE South 88° 37' 26" West, 254.56 feet to a point for corner in the East right-of-way line of Stoney Brook Drive cul-de-sac and the West line of the above said Apartment Tract No. 1;

THENCE in a Northwesterly direction along the right-of-way line of the above said Stoney Brook Drive cul-de-sac, being a curve to the left having a radius of 60.00 feet, a distance of 227.20 feet, to a point for corner;

THENCE North 75° 09' 05" West, 75.93 feet to a point of intersection of the Northerly line of the above said Apartment Tract No. 2 and the Southeasterly line of a 6.335 acre tract of land deeded to the Harris County Flood Control District by Roy E. Harris and R. W. Simmer;

THENCE along the Southeasterly line of the above said 6.335 acre tract of land as follows:

North 39° 38' 30" East, 40.05 feet;
North 56° 08' 00" East, 46.94 feet;
North 44° 13' 20" East, 93.89 feet;
North 32° 18' 40" East, 93.89 feet;
North 20° 24' 00" East, 372.83 feet to a point in the center line of a gully;

THENCE along the Northerly line of the above said 19.9857 acre tract of land being the center line of a gully with all the meanders as follows:

South 08° 51' 28" East, 18.85 feet;
South 03° 20' 46" West, 21.59 feet;
South 34° 30' 27" West, 26.25 feet;
South 58° 12' 52" East, 33.96 feet;
North 44° 07' 50" East, 56.84 feet;
South 55° 42' 50" East, 50.93 feet;
South 88° 43' 13" East, 17.46 feet;
North 60° 59' 11" East, 13.61 feet;
North 64° 33' 23" East, 51.42 feet;
North 85° 04' 07" East, 65.49 feet;
North 53° 34' 18" East, 50.62 feet;
South 45° 41' 13" East, 17.57 feet;

EXHIBIT "A"

South 11° 33' 56" East, 110.28 feet;
South 38° 42' 23" West, 53.67 feet;
South 35° 15' 54" West, 19.78 feet;
South 07° 21' 13" West, 15.24 feet;
South 10° 47' 09" West, 50.82 feet;
South 27° 20' 47" West, 54.44 feet;
South 75° 52' 38" West, 30.53 feet;
South 47° 49' 46" West, 8.59 feet;
South 10° 14' 16" West, 42.08 feet;
South 11° 21' 41" East, 8.73 feet;
South 41° 27' 30" East, 37.20 feet;
South 28° 00' 04" West, 30.69 feet;
North 68° 06' 04" West, 15.28 feet;
North 42° 59' 11" West, 25.96 feet;
North 82° 07' 37" West, 20.81 feet;
South 13° 58' 06" West, 34.80 feet;
South 09° 58' 53" East, 66.41 feet;
South 78° 30' 38" West, 47.00 feet;
South 06° 04' 32" East, 51.87 feet
to a point for the intersection of the
center line of the gully and the East
line of the above said 19.9857 acre tract
of land;

THENCE South 01° 22' 34" East, 82.96 feet along
the East line of the above said 19.9857 acre
tract of land to the PLACE OF BEGINNING of
the tract of land herein described, the above
described 4.443 acre tract being also known
as Stoney Brook Townhouses and Apartments, a
map of said project being recorded in Volume
162 at Page 22 of the Map Records of Harris
County, Texas, together with all improvements
situated thereon.