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COURTYARDS OF THREE FOUNTAINS

CONDOMINIUM DECLARATION

Harris County, Texas

February 15, 1978

CONDOMINIUM DECLARATION
COURTYARDS OF THREE FOUNTAINS
Harris County, Texas

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CONDOMINIUM DECLARATION

COURTYARDS OF THREE FOUNTAINS

THE STATE OF TEXAS *
*
COUNTY OF HARRIS *

KNOW ALL MEN BY THESE PRESENTS:

That S. H. TEXAS CONDOMINIUM COMPANY, a Texas partnership consisting of HDH Texas Corp. and S. Texas Corp., General Partners, of Harris County, Texas, being the owner of that certain tract of real property out of Block "C" of Three Fountain Square Subdivision of the Robert Vince Survey, A-77, in Harris County, Texas, being part of the same property and improvements subsequently platted as Replat "B" of Block "C" of Three Fountain Square Subdivision in Harris County, Texas according to Map recorded in Volume 147, page 36, Map Records of Harris County, Texas, said tract being more particularly described in Exhibit "A" hereto attached, together with all improvements thereon, and being desirous of submitting such land and improvements to a condominium regime pursuant to the provisions of Article 1301a of the Texas Revised Civil Statutes, does hereby establish and declare Courtyards of Three Fountains, in accordance with the terms hereinafter set forth, a condominium regime upon such land and improvements.

ARTICLE 1

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the meanings indicated:

1. Apartment shall mean an enclosed space consisting of one or more rooms occupying part of a floor or floors in a building, which enclosed space is not owned in common with the owners of other Apartments in the Project. The boundaries of an Apartment shall be the interior surface of its perimeter walls, floors, and ceilings, and shall include the portions of the Building so described and the air space thereby enclosed. All heating and air conditioning equipment, ducts, and lines, and all utility pipes, lines, systems, and fixtures that serve only one Apartment shall also be included within the definition of an "Apartment", whether such items are located within the space enclosed by the boundaries of such Apartment or not: There are 270 Apartments in the Project, as designated on the plat (the "Plat") attached hereto as Exhibit "B".
2. Association shall mean the Courtyards of Three Fountains Association, a Texas non-profit corporation to be created after the date hereof, the Members of which shall be the owners of Apartments within the Project. The term "Association" shall have the same meaning as the term "Council of owners" in the Act.
3. Act shall mean the Texas Condominium Act as set forth in Article 1301a of the Texas Revised Civil Statutes, as amended from time to time.
4. Board shall mean the Board of Directors of the Association.
5. Buildings shall mean the six (6) buildings situated on the Land, all as more particularly described on Exhibit "B" hereto.
6. Bylaws shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".
7. Common Elements shall mean the Land, Buildings, and all other improvements located on the Land, except for those portions herein defined as Apartments or as Limited Common Elements. Without limiting in any way the generality of the foregoing, the Common Elements shall include those items defined as "General common elements" in the Act including foundations, bearing

walls and columns, roofs, halls, lobbies, stairways, balconies, storage areas, entrances, exits, communication ways, swimming pools, managerial offices, areas used for storage of janitorial supplies, maintenance equipment and materials, driveways, maintenance buildings, all parking spaces shown on the Plat that are not designated on the Plat as being assigned to a specific Apartment, and in general all apparatus and installations existing for common use, or necessary or convenient to the operation, maintenance, and use of the Project as a condominium.

8. Developer shall mean HBH Texas Corp. and any successor or affiliate entities, provided such successors or assigns are designated in writing by the preceding Developer as such.

9. Land shall mean the real property described on Exhibit "A" hereto.

10. Limited Common Elements shall mean those portions of the Common Elements reserved for the exclusive use of one or more Owners to the exclusion of other such Owners, such Limited Common Elements being more particularly designated on Exhibit "B" hereto and being the patios and assigned covered Parking Spaces. Patios are designated by the prefix "P" followed by the number of the Apartment to which they are assigned. Assigned parking spaces are numbered and assigned.

11. Maintenance Expense Charge shall mean the assessment levied for management and operation of the Project and for repairs, maintenance, insuring, and operation of the Common Elements and Limited Common Elements, except patios (including reserves for replacements).

12. Maintenance Fund shall mean any accumulation of the Maintenance Expense Charges collected by the Association for the continued maintenance, repair, and operation of the Project.

13. Current Expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements, or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

14. Reserve for Replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

15. Additional Improvements shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements.

16. Member shall mean a member of the Association, as more particularly described in Article 3 hereof.

17. Mortgage shall mean a security interest, mortgage or lien granted by an Owner in and to, or against, an Apartment to secure the repayment of a loan, and duly filed for record in the Office of the County Clerk of Harris County, Texas.

18. Mortgagee shall mean the person who holds a Mortgage as security for repayment of a debt.

19. Owner shall mean any person, firm, corporation, or other entity which owns, of record, title to an Apartment in the Project.

20. Parking Areas shall mean the Limited Common Elements designated as (1) covered parking areas as assigned to individual Apartments and shown on the Plat; and (2) common elements designated as open parking areas under control of the Association.

21. Percentage Interest shall mean the undivided interest in and to the Common Elements and Limited Common Elements associated with and appurtenant to

each Apartment as set forth on the Plat. On the Plat the abbreviation P.I. is used for "Percentage Interest".

22. Project shall mean the Land, the Buildings, the Apartments, the Limited Common Elements, and the Common Elements, the use of the term "Project" herein being designed and intended to refer to the entire condominium regime hereby established.

23. Rules and Regulations shall mean the rules adopted from time to time by the Board of Directors of the Association concerning the management and administration of the Project for the use and enjoyment of the Owners. The initial set of Rules and Regulations shall be promulgated by the Developer, and a copy of such initial Rules and Regulations are attached hereto as Exhibit "D".

24. Storage Spaces shall mean the Common Elements designated as storage areas on the Plat, (Exhibit "B") under control of the Association.

25. Trust Agreement shall mean a trust agreement relating to the holding and disbursement of any insurance proceeds received in respect of the insurance policies obtained by the Association in accordance with this Declaration, in substantially the form attached hereto as Exhibit "E".

ARTICLE 2.

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

Section 1. Use Restrictions. Each Owner shall use his Apartment solely for residential purposes, and no business, professional, or other commercial activity of any type shall be operated from or out of any Apartment, Common Element, or Limited Common Element. No Owner shall use nor permit such Owner's Apartment nor any Common Element nor any Limited Common Element to be used for any purpose which would void any insurance in force with respect to the Project, or which would make it impossible to obtain any insurance required by this Declaration; which would constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; which would constitute a violation of any applicable law, ordinance, rule or regulation (including the Rules and Regulations); or which would interfere, unreasonably, with the use and occupancy of the Project by other Owners. No animal, other than normal household pets that weigh less than twenty-five (25) pounds, shall be permitted on the Project.

Section 2. Decoration, Maintenance, Alteration, and Repairs.

(a) No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any Apartment, or to take any such action with respect to the interior or exterior of any of the Common Elements or the Limited Common Elements.

(b) Each Owner shall have the right to modify, alter, repair, redecorate, or improve the interior of such Owner's Apartment, provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any of the buildings or any Limited Common Element or Common Element, and provided that all such action is performed in a good and workmanlike manner.

(c) Each Owner shall maintain such Owner's Apartment (including the portions thereof which are not located within the physical boundaries of the Apartment) in good order and repair at all times. If any Owner shall fail to so maintain an Apartment, or any portion thereof, the Association shall have the right (but not the obligation) to perform such work as is necessary to put any such Apartment in good order and repair, and the cost thereof shall be deemed a debt of such Owner to the Association, payable on demand, and payment thereof shall be secured in the same

manner as for Maintenance Expense Charges as set out in Article 4, Section 5 hereof.

(d) The balconies, Parking Areas, and Storage Spaces designated on Exhibit "B" hereto, as well as all Limited Common Elements, except patios, and the Common Elements shall be maintained by the Association; the Owner of any Apartment as to which any Limited Common Elements are appurtenant shall not modify, alter, repair, decorate, redecorate, improve, or take any other similar action with respect to such Limited Common Elements, without prior approval of the Association, it being the obligation of the Association under this Declaration to maintain the fences on such Limited Common Elements in a uniform and attractive manner for the benefit of all Owners, with the Owners maintaining the Limited Common Areas adjacent to his apartment, under supervision of the Association.

Section 3. Easements.

(a) The physical boundaries of the Apartments, the Common Elements, and the Limited Common Elements as the same are set out on Exhibit "B" hereto shall be conclusively presumed to be the boundaries of such areas, notwithstanding any settling, rising, or other movement of the Buildings or the Land, and regardless of any variances actually existing on the date hereof with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement for any encroachments arising out of any such variances, settling, rising, or other movement, and such easement shall exist so long as the Project exists as a condominium regime pursuant to the Act.

(b) There is hereby granted to each Owner an easement in and to that portion of the Common Elements or Limited Common Elements that is occupied by any part of an Owner's Apartment that is not contained within the physical boundaries of such Apartment. Without limiting the generality of the foregoing, such easement shall cover the space occupied by heating and air conditioning equipment, utility pipes and lines, and other similar apparatus or equipment which serves only one Apartment.

(c) There is hereby reserved to the Association, on a permanent basis, and to the Developer during its period of development, an easement, in the nature of a right-of-entry, without liability to any and all Owners, to cause its agents, independent contractors, and employees after reasonable notice to enter in and upon any and all Apartments for the purpose of enforcing any and all of the provisions of this Section 2 of Article 2, for the purpose of maintaining and repairing any portion of an Apartment if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance or as reasonably required to promote or protect the general health, safety and welfare of the other Owners.

(d) There is hereby reserved and created in favor of the Association on a permanent basis (and the Developer only during the period of its development) an easement in, through and upon each and every apartment, for the express purpose of installing and providing in the future, as adopted or approved by the Association, additional or improved private, public or quasi-public utility services, including but not limited to air-conditioning and heating, to such or any other apartment or apartments, providing, however, that such easement, area or use shall not materially reduce the living area of any apartment, nor limit fully enjoyment of its use.

(e) There is hereby reserved and created in favor of the Association on a permanent basis (and the Developer only during the period of its development) an easement in the nature of a temporary or emergency right of entry into each and every apartment during absence of the Owner or Owners thereof, without notice, for the express and limited purposes of making emergency utility or other repairs to such apartment or adjacent

apartments, and each Owner shall be required to deposit with the Association a key for such purpose, which key the Association shall be required to maintain under complete security.

(f) Until such time as all of the Apartments in the Condominium Project have been sold, Developer reserves the right for itself, its agents and contractors, to make use of its unsold apartments and the common elements, including the use of model apartment or apartments for display, sales office or offices, and installation and display of signs as necessary for its sales program. Such use, however, shall not interfere with the enjoyment of the Condominium by the other owners of apartments.

Section 4. Parking Spaces; Storage Areas. Covered Parking Spaces shall be Limited Common Elements limited to the exclusive use of the Owner to which such areas are assigned by the Plat. The Parking Space or Parking Spaces and the Storage Space or Storage Spaces so assigned to any Apartment shall be specified in the instrument of conveyance conveying the Apartment to its initial Owner. Thereafter, such Parking Spaces and Storage Spaces shall be deemed appurtenant to such Apartment, and shall be deemed to be transferred with any conveyance of such Apartment, unless an instrument specifically indicating the conveyance of either a Parking Space or Storage Space by the Owner thereof to another Owner is duly recorded in the Office of the County Clerk of Harris County, Texas. Notwithstanding the right of exclusive use granted to any Parking Space or Storage Area in connection with the conveyance of an Apartment, such areas shall remain Limited Common Elements and shall be maintained by and remain subject to the control of the Association. No Owner shall have any right to convey a Parking Space separate or apart from his Apartment unit to any party, and any such attempted conveyance shall be void, and title to such Parking Space shall revert to the Association. Covered Parking Spaces not assigned to an Owner are reserved to the Association. Owners without automobiles may lease their covered parking spaces annually to other members for periods not in excess of one year.

ARTICLE 3.

MANAGEMENT AND OPERATION OF PROJECT

Section 1. Management by Association. The affairs of the Project shall be administered by the Association. The Association shall have the rights, powers, and duties of a "Council of co-owners" as that term is used in the Act. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring, and operation of the Project as herein provided for, and as provided for in the Bylaws and in the Rules and Regulations.

Section 2. Management Agreements. Each Owner hereby agrees to be and is hereby bound by the terms and conditions of all management agreements entered into by the Association. Any and all management agreements entered into by the Association, or any other contract providing for services by the Developer, shall provide that said agreement may be cancelled with thirty (30) days written notice when authorized by majority vote of the Members of the Association, but in no event shall such management agreement be cancelled prior to the negotiation by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Members of the Association may terminate the professional management of the Property and assume self-management by the Association upon written agreement executed by Members entitled to cast a majority of the votes of the Association. In such event, notice of such action shall be given all Lienholders prior to the effective date of termination. A copy of all such agreements shall be available to each Owner.

Section 3. Membership in Association. Each Owner, including Developer, shall be a Member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of an Apartment, howsoever achieved, including without limitation by foreclosure of a lien upon an Apartment, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association. If there are one or more Owners of an Apartment, then such Owners shall designate one of their number as the Member of the Association, which designation shall be made in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. Any such Owners may designate the Member from among themselves in any manner they deem fit, and in the event that such Owners are unable to agree upon one of their number to be designated as the Member to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

Section 4. Initial Board of Directors, Election of First Board. The initial Board of Directors of the Association shall be Gilbert J. Parr, Jr., Marian A. Calvert, and John H. Weaver, or others appointed by Developer concurrently with the recordation of this Declaration. Such Board shall serve until the "first Board of Directors" (sometimes hereinafter so referred to) is elected by the Members. Elections of the first Board of Directors shall be held upon the earlier to occur of (i) the third Monday of January, 1980 or (ii) within sixty (60) days after Developer has conveyed, by deeds duly executed and recorded, two hundred and forty (240) of the Apartments (the earlier of such dates is sometimes hereinafter referred to as the "Election Date"). Thereafter, elections shall be held as set forth in the Bylaws.

Section 5. Meetings of Boards of Directors. The Board of Directors shall meet as set forth in the Bylaws.

Section 6. Voting of Members. Each Member, including Developer, shall have a vote or votes in the Association on the basis of one (1) vote for each Apartment owned.

- (a) Joint and Multiple Owner Disputes. The vote or votes for each Apartment must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Apartment, it will thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners of the same Apartment. In the event more than one vote is cast for a particular Apartment, none of said votes shall be counted and said votes shall be deemed void.
- (b) Common or Joint Ownership. In the event that more than one person shall at any time be the Owner of any Apartment, all such persons shall be Members and the vote for such Apartment shall be exercised as such persons among themselves shall determine. In no event shall more than one vote be cast with respect to any Apartment.
- (c) Lienholders and Mortgagees. Persons or entities holding an interest in an Apartment merely as security for performance of an obligation shall not be considered members or vote.

ARTICLE 4

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

Section 1. Payment of Maintenance Expenses. Each Owner shall contribute to the Maintenance Fund a portion of the annual Maintenance Expense Charge for the expenses and administration of the Project and the maintenance and operation of the Common Elements and the Limited Common Elements which portion

shall be in proportion to such Owner's Percentage Interest. The Maintenance Expense Charge shall be assessed in accordance with the provisions hereafter set forth. No Owner is or shall be exempt from such obligation to so contribute by waiver of use of the Common Elements or any Limited Common Elements, or because of any restriction of such uses in accordance herewith, or with the Rules and Regulations.

Section 2. Budgets; Establishment of Maintenance Expense Charge and Maintenance Fund. Upon the recordation of this Declaration, the initial Board shall meet and establish a budget for the operation and maintenance of the Project for that portion of the calendar year then remaining, which budget shall set forth the Board's reasonable estimate of all expenses which the Association will incur in such operation and maintenance of the Project for the remainder of such year. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and reserves for maintenance, repairs, and replacements to Common Elements and Limited Common Elements. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and establish such a budget for the next succeeding calendar year. Copies of each such budget shall be posted at the Project for inspection by the Owners. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the Common Elements and Limited Common Elements and for the allowance for contingencies and reserves for maintenance, repairs and replacements for the calendar year in question, and the portion thereof allocable to each Owner.

The Board shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to each member at least fifteen (15) days prior to the annual meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total Association membership, and each Owner shall be obligated to pay monthly, in advance, one-twelfthth (1/12th) of the portion of the Maintenance Expense Charge so allocated to such member. Notwithstanding the foregoing, however, in the event the membership disapprove the proposed budget or the Board fails for any reason so to determine the budget and assessment for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. If the Board at any time, or from time to time, determines that the Maintenance Expense Charge assessed for any period is insufficient to provide for the continued operation of the Project and the maintenance of the Common Elements and Limited Common Elements, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such special assessment may be assessed because of casualty, condemnation, or other loss to any part of the Common Elements or Limited Common Elements, or to make up for any deficiencies caused by nonpayment of Maintenance Expense Charges by Owners. Prior to the Election Date special assessments may be assessed by the Board. After the Election Date no special assessment shall be effective until the same is approved by Members holding at least a majority of the votes in the Association. Any such special assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment of the Maintenance Expense Charge.

Section 4. Payment of Maintenance Expense Charge; Enforcement. One-twelfthth (1/12th) of the portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid by the tenth (10th) day of such month shall be deemed delinquent, and shall bear interest at the rate of ten percent (10%) per annum thereafter until paid. In order to secure payment of the Maintenance Expense Charge, the vendor's lien and superior title to each Apartment shall be and is hereby reserved by Developer in favor of and herein and hereby assigned and transferred to the Association, which lien shall be referred to each of Developer's deeds and shall be enforceable through approp-

riate judicial proceedings by the Association or through power of sale contained in the form of Deed of Trust which each purchaser of an Apartment is required to sign in form set out as Exhibit "F" hereto. The vendor's lien and superior title herein reserved and deed of trust additionally securing same, shall be subordinate in all respects to any purchase money mortgage, or mortgage refinancing a purchase money mortgage. In addition to the liens hereby retained and created, in the event of nonpayment by any Owner of such Owner's portion of the Maintenance Expense Charge, the Association may, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

(a) The Association may restrict the rights of such nonpaying Owner to use the Common Elements and Limited Common Elements in such manner as the Association deems fit or appropriate;

(b) The Association may cut off any utilities furnished through use of any part of the Common Elements or Limited Common Elements to the Apartment owned by such nonpaying Owner;

(c) The Association may pursue any other remedy provided by law in addition to or in lieu of any or all of the above.

Section 5. Maintenance Fund. The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit, and welfare of the Project and the Owners.

Section 6. Initial Assessment of Maintenance Expense Charge. There is hereby assessed, against each Apartment and Owner, an initial Maintenance Expense Charge equal to the respective Percentage Interest multiplied by the Budget initially adopted by the Board. Such INITIAL Maintenance Expense Charge is subject to increase (but shall not be decreased) in accordance with Section 3 of this Article 4.

ARTICLE 5

INSURANCE

Section 1. General Provisions. The Board shall obtain insurance for the Project as follows, in such amounts as the Board may deem appropriate, except where otherwise specifically indicated, the premiums for which shall be borne by the Maintenance Fund:

(a) Insurance on the Buildings (including Apartments), Common Elements, and Limited Common Elements against loss or damage by fire or by any and all other risks insured by standard extended coverage policies in use in the State of Texas, or provided on Texas State Board of Insurance Form TxMP-131, known as TMP-Special Condominium Property Form (or its comparable successor) which, subject to the policy contract limitations, insures against all risks of physical loss; with present Endorsement 222, with such endorsements as the Board deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full replacement cost thereof. The full replacement cost of the Buildings (including Apartments), Common Elements, and Limited Common Elements shall be determined annually by the Board, who may obtain an appraisal in making such determination, the cost of which shall be paid from the Maintenance Fund.

(b) EXCESS AND UMBRELLA LIABILITY INSURANCE with a minimum limit of \$1,000,000 each occurrence (and to include Personal Injury Liability). Such insurance contract reflecting the existence of underlying insurance as described in Paragraphs (c) and (d) below described herein.

(c) COMPREHENSIVE GENERAL LIABILITY with such limits as to comply with underlying limits prescribed by the aforementioned Excess and Umbrella Liability insurance contract for Bodily Injury and Property Damage Liability claims arising in the course of the operations of the Association. Such Comprehensive General Liability insurance additionally to include the operation of all owned, non-owned and hired automobiles. Any policy obtained pursuant to this subsection (c) shall contain a cross-liability endorsement whereby the rights of named insured shall not prejudice his, her or their action or actions against another named insured.

(d) WORKER'S COMPENSATION to include an Employers' Liability limit of liability to comply with underlying limits prescribed by the aforementioned Excess and Umbrella Liability insurance contract. And such Worker's Compensation contract to include the Officers and Directors of the Association in their capacity in same.

(e) BLANKET POSITION BOND in the minimum amount of \$25,000 indemnifying the Association, the Board and the Owners from loss of property arising through the dishonest acts of employees and/or Officers and Directors of the Association.

(f) DIRECTORS' AND OFFICERS' LIABILITY insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity, or arising out of such party's status as a director or officer.

(g) Such other insurance in such reasonable amounts as the Board shall deem desirable.

Section 2. Policies. All insurance provided for in this Article shall be effected with licensed insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association, as Trustee for each Owner as their interest may appear, and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Association and the Mortgagees. If possible, all policies of insurance of the character described in this Article shall contain an endorsement extending coverage to include the payment of Maintenance Expense Charges with respect to Apartments damaged during the period of reconstruction thereof. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article 5 shall be held and disbursed by a bank named by the Board, as Trustee in accordance with the Trust Agreement.

Section 3. Future Laws. In the event that an insurance policy specifically designed to meet the insurance needs of condominium regimes hereafter becomes available in Texas, the Board shall be authorized to obtain such a policy provided that the coverage afforded thereby at least equals the coverage provided by the policies enumerated in this Article.

Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his Apartment and of the Limited Common Elements subject to his exclusive control, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided.

ARTICLE 6

FIRE OR CASUALTY: REBUILDING

Section 1. Determination of Loss.

(a) In the event of a fire or other casualty causing damage or destruction to the Buildings, the Board shall determine whether such loss comprises more than two-thirds of the Buildings. Unless otherwise required by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds of the cost of reconstructing all Buildings as they existed immediately prior to such fire or other casualty. In the event of fire or other casualty which does not comprise more than two-thirds of the Buildings, unless otherwise unanimously agreed to by the Owners, the Buildings shall be repaired and reconstructed substantially in accordance with the original plans and specifications therefor.

(b) In the event that fire or other casualty damages or destroys the whole or more than two-thirds of the Buildings, which determination shall be made in the manner hereinabove set forth, and unless otherwise unanimously agreed upon by the Owners, all proceeds of insurance policies carried by the Association and the balance of the Maintenance Fund shall be delivered in accordance with the provisions of the Trust Agreement, and the condominium regime established by this Declaration shall terminate. Upon such termination, the Apartments, Common Elements, and Limited Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Interest previously owned by each Owner.

Section 2. Rebuilding.

(a) If it is determined that the Buildings shall be repaired and reconstructed, then all proceeds of insurance policies carried by the Association with respect to such fire or casualty shall be paid and held in accordance with the provisions of the Trust Agreement. The Board shall thereupon contract to repair or rebuild the damaged portions of all Buildings, Common Elements, Limited Common Elements, and Apartments, in accordance with the original plans and specifications therefor and the funds held pursuant to the Trust Agreement shall be used for this purpose and disbursed in accordance with the terms of the contract for repair and rebuilding and the Trust Agreement.

(b) In the event that such insurance proceeds are insufficient to provide for such repair, restoration, or rebuilding, those costs in excess of the insurance proceeds shall be assessed against all of the Owners, in proportion to their Percentage Interests. Such special assessments shall not require the consent of the Members notwithstanding the provisions of Section 4 of Article 4 hereinabove. If any Owner shall fail to pay such special assessments when due, the Board may make up the deficiency by payment from the Maintenance Fund. Payment of such assessments shall be enforced as provided for in Section 5 of Article 4 hereinabove.

Section 3. Repair of Apartments. Each Owner shall be responsible for the reconstruction, repair, and replacement of all personal and other property in or part of his Apartment and which is not a Common Element or Limited Common Element.

Section 4. Indemnity of Association. Each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner's negligence or misuse or by the negligence or misuse of his immediate family, or his agents or employees in the course of their duties, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other Owners against any such costs.

ARTICLE 7

EMINENT DOMAIN

Section 1. General Provisions. If all or any part of the Project is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and Mortgagees known to the Board. The expense of participation in such proceedings by the Board shall be borne by the Maintenance Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as Trustee, and such damages or awards shall be applied or paid as provided herein.

Section 2. Common Elements; Limited Common Elements Not Subject to Exclusive Use. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements, or any Limited Common Elements that are not exclusively limited to the use of the Owner of one Apartment (hereafter in this Section 2 of Article 7, only, all references to Limited Common Elements shall be deemed to be references only to such Limited Common Elements) the Board shall have the sole authority to determine whether to defend or resist any such proceeding; to make any settlement with respect thereto; or to convey any such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements or Limited Common Elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner in proportion to his Percentage Interest. The Board may, if it deems advisable, call a meeting of the Association, at which meeting the Members, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements or such Limited Common Elements so taken or damaged.

Section 3. Taking of Less than Two-Thirds of Apartments and Limited Common Elements Subject to Exclusive Use. In the event that any eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds of the total number of Apartments or those Limited Common Elements reserved for the exclusive use of the Owner of one Apartment (hereafter in this Section 3 of Article 7 only, all references to Limited Common Elements shall be deemed to be references only to such Limited Common Elements), or both, then the damages and awards for such taking and the payment thereof shall be determined in accordance with the following:

(a) The Board shall determine which of the Apartments damaged by such taking may be made tenantable and which Limited Common Elements may be made usable for the purposes set forth in this Declaration.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining Apartments and Limited Common Elements (including those which may be made tenantable or usable) in the manner provided in this Declaration.

(c) If the Board determines that it is not reasonably practicable to operate such remaining Apartments and Limited Common Elements, then the Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in their respective Percentage Interests, and the condominium regime hereby established shall terminate.

(d) If the Board determines that it will be reasonably practicable to operate such remaining Apartments and Limited Common Elements, then the damages and awards made with respect to each Apartment and Limited Common Element which has been determined to be capable of being made tenantable or usable shall be

applied to the repair and reconstruction thereof. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Apartments which are being repaired or reconstructed so as to be made tenantable and against those Owners who have the exclusive right of use of the Limited Common Elements being made usable. With respect to those Apartments and Limited Common Elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the Owner who owns such Apartment or has the exclusive right of use of the Limited Common Elements, or to their Mortgagee, as their interests may appear, and the remaining portion of such Apartments and Limited Common Elements, if any, shall become a part of the Common Elements and the repair and use thereof shall be determined by the Board. Those Apartments which may not be made tenantable shall no longer be a part of the Project and the Percentage Interest appurtenant to each remaining Apartment of the Project shall be adjusted by the Board, in such manner as it may determine, to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners. After making such adjustment the Board will cause an instrument reflecting the new Percentage Interest appurtenant to each Apartment to be duly recorded.

Section 4. Taking in Excess of Two-Thirds of Apartments and Limited - Common Elements Subject to Exclusive Use. If the entire Project is taken, or two-thirds or more of the Apartments and Limited Common Elements subject to exclusive use are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners thereof (or the Owners entitled to such exclusive use), in proportion to their Percentage Interests and the condominium regime hereby established shall terminate upon such payment. Upon such termination, the Apartments, Common Elements, and Limited Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners, as tenants-in-common, in their respective Percentage Interests.

Section 5. Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Apartment; secondly, to amounts due under any Mortgages; thirdly, to the payment of any unpaid Maintenance Expense Charges or special assessments charged to or made against the Apartment; and finally to the Owner of such Apartment.

ARTICLE 8

AMENDMENTS TO DECLARATION: BYLAWS

Section 1. General Provision. Except as otherwise provided by law, after the Election Date, the provisions hereof may be amended by an instrument in writing, signed by Members having not less than two-thirds of the votes in the Association entitled to vote thereupon, but no such amendment shall be effective until a written notice thereof is duly recorded in the Office of the County Clerk of Harris County, Texas. Developer reserves the right to amend the provisions hereof at any time, and from time to time, prior to the Election Date. The Bylaws of the Association may be amended as therein set forth.

Section 2. Mortgagee Protections. Notwithstanding Section 1 above, unless at least 3/4ths of the Mortgagees, based on one vote for one Mortgagee, or Owners (excepting the Developer) of the Apartments have given prior written approval, neither the Owners nor the Association shall be entitled to:

- (a) by act or omission, seek to abandon or terminate the condominium regime; or
- (b) change the pro-rata interest or obligations of any Apartment for:
 - (i) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

- (ii) determining the pro-rata share of ownership of each Apartment in the Common Elements, or
- (iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, except for granting public utility easements.

ARTICLE 9

RESTRICTIONS ON LEASING OF APARTMENTS

No Owner shall have any right to lease or sublet such Owner's Apartment and assigned parking space, other than in accordance with the provisions of this Article 9; provided, however, the provisions of this Article 9 shall not apply to Developer or any successor or affiliated entities of Developer, so designated, nor shall they apply to any Mortgagee who obtains the ownership of an Apartment pursuant to remedies provided in a Mortgage, or foreclosure thereof, or deed or assignment in lieu of foreclosure. If any Owner, other than those exempted from the operation of this Article 9 by the immediately preceding sentence, shall desire to lease or sublet such Owner's Apartment, the Owner shall first give written notice thereof to the Board, which notice shall set forth the terms and provisions of the proposed lease agreement and shall include a copy of the written lease proposed to be entered into. Within fifteen (15) days of the receipt of such notice, the Board shall either approve or disapprove the proposed lease agreement, and in the event of such Board disapproval, such Owner shall have no right to lease or rent the Apartment in question pursuant to such proposed lease agreement, and any such attempted lease shall be void and of no force and effect. The Association may resort to any remedies available to it, including a proceeding in forceable entry and detainer and the remedies set out in Section 5 of Article 4 hereinabove, to enforce provisions of this Article 9. The Board, in no event shall unreasonably withhold its approval of any proposed lease agreement; however, should the Board find that the proposed tenant has a poor credit rating, has received poor references from prior landlords, or if the Board determines that the term of the lease is not adequate, or that the security deposit required thereunder is not adequate, the Board may refuse to approve such lease agreement in order to maintain the integrity of the Project. The foregoing list is illustrative only, and is not an exclusive listing of possible grounds for the withholding of approval of a proposed lease agreement by the Board. Nothing in this Article 9 shall be deemed to be construed as, or used in any way to discriminate against any person on account of race, color, creed or religion.

? should be Section 4.

ARTICLE 10

MORTGAGEE PROTECTIONS

Anything to the contrary notwithstanding, contained in Section 1 of Article 8 of this Declaration, until termination of the Condominium Regime as herein provided, for protection of mortgagees, THAT:

Section 1. Written Approval. The prior written approval of each institution or other holder of a first deed of trust (hereinafter called "first mortgage") lien on units in the Project will be required for at least the following:

- (a) The abandonment or termination of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (b) Any material amendment to this Declaration or to the Bylaws of the Association, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Project;
- (c) The effectuation of any decision by the Association to terminate professional management and assume self-management of the Project.

Section 2. Partition or Subdivision. No unit in the Project may be partitioned or subdivided without the prior written approval of at least the holder of any first mortgage lien on such unit and the Association.

Section 3. Subordination of Common Expense Lien. Any lien which the Association may have on any unit in the Project for the payment of common expense assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.

Section 4. First Mortgage Holders' Rights. Any institutional or other holder of a first mortgage on a unit in the Project will, upon request, be entitled to: (a) inspect the books and records of the Project during normal business hours; and (b) receive an annual audited financial statement of the Project within 90 days following the end of any fiscal year of the Project; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Section 5. Insurance Proceeds Upon Damage. In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional or other holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction and no provision of this Declaration or any other document establishing the Project will entitle the owner of a unit or other party to priority over such institutional or other mortgage holder with respect to the distribution to such unit of any insurance proceeds.

Section 6. Condemnation. If any unit or portion thereof of the Project or the common elements or any portion thereof of the Project is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional or other holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of this Declaration or any other document establishing the Project shall entitle the owner of a unit or other party to priority over such institutional or other mortgage holder with respect to the distribution to such unit of the proceeds of any award or settlement.

Section 7. Rights of First Refusal. The right of a unit owner to sell, transfer, or otherwise convey the owner's unit will not be subject to any right of first refusal or any similar restriction in favor of the Association.

Section 8. Rights of Lienholders Under Foreclosure. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Project units including the mortgaged unit.

Section 9. FHLMC Requirements. If necessary to comply with requirements of Federal Home Loan Mortgage Corporation (FHLMC), Association agrees to give FHLMC notice (c/o each Servicer at Servicer's address) in writing of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000 or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

ARTICLE 11

LEGAL DESCRIPTION OF APARTMENTS

The legal description of every Apartment unit consists of the identifying number of the Apartment and the letter of the Building in which it is located, as set out and depicted in Exhibit "B". All such descriptions or references to

an Apartment unit shall be deemed to also include the undivided percentage of ownership interest in the common elements belonging to such unit, the limited common area adjacent thereto, and assigned covered parking space, whether expressly mentioned or not.

ARTICLE 12

INSPECTION--WAIVER

Each purchaser of an Apartment has full opportunity and shall be under a duty to inspect and examine the Apartment to be purchased by him prior to his purchase thereof, and agrees that the Apartment is purchased as actually and physically existing. By a purchaser filing his deed therefor, each and every such purchaser of an Apartment agrees for himself, his heirs, executors, administrators and assigns, that the square footage, size and dimensions of each unit, and each area constituting any part of the common elements as set out and shown in this Declaration or the plat attached hereto as Exhibit "B" are based upon relative percentages and square footages which have been arbitrarily assigned and agreed upon solely for this purpose and do not necessarily reflect or represent the precise percentage of square footages of any specific portion of the project property, and that the Declarant does not warrant, guarantee or represent any Apartment or any area constituting any part of the common elements contains precisely the area, square footage or dimensions shown by the plat thereof; and each purchaser of an Apartment, for himself, his heirs, executors, administrators and assigns, expressly waives any claim or demand of any kind or nature which he could possibly have against Declarant or any person whomsoever on account of dimensions actually and physically existing and the size, square footage and dimensions shown on the plat attached hereto. 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 any unit or of any unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of the Building, and regardless of variances between boundaries as shown on the plat and the actual boundaries of the Building.

ARTICLE 13

MISCELLANEOUS

Section 1. Partition. The Common Elements and Limited Common Elements shall remain undivided and shall not be subject to an action for partition or division so long as the Project is maintained as a condominium regime in accordance with the terms and provisions hereof. In any event, no such partition may be effected until consent is had from all Mortgagees or all Mortgages are paid in full.

Section 2. Severability. In the event of the invalidity or partial invalidity or unenforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

Section 3. Enforcement. The Board, or any Owner, shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity. Failure by the Board or any Owner or Owners to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions hereof.

Section 4. Covenant Running with Land. Subject to change according to Article 8, Section 1, the terms and provisions hereof shall be deemed to be covenants running with the land and shall be binding upon the Developer, all Owners, and their heirs, legal representatives, successors, and assigns.

Section 5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation, and enjoyment of the Common Elements and the Project may be amended from time to time by the Board. The

Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of an Apartment, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

Section 6. Exhibits. Exhibits "A" through and including "G" attached hereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim herein.

Section 7. Mortgagee Matters. Any Mortgagee, upon reasonable notice, shall be entitled to examine the books and records of the Association. Further, upon written request, any Mortgagee shall be entitled, with respect to any Apartment as to which it has a mortgage, to written notification from the Association of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Association, or the Bylaws.

EXECUTED this 15th day of February, 1978.

S. R. TEXAS CONDOMINIUM COMPANY

BY HBH TEXAS CORP.

ATTEST:

Madame R. Lerrer
Assistant Secretary

By Gilbert J. Parr, Jr.
Vice-President

BY S. TEXAS CORP.

ATTEST:

Madame R. Lerrer
Assistant Secretary

By Gilbert J. Parr, Jr.
Vice-President

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 GILBERT J. PARR, JR., Vice-President of HBH TEXAS CORP., a 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, as the act and deed of said corporation and in the capacity therein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 15th day of February, 1978.

Louise N. Root
Notary Public in and for
Harris County, TEXAS

LOUISE N. ROOT

My commission expires: Nov. 17, 1979

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 GILBERT J. PARR, JR., Vice-President of S. TEXAS CORP., a 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, as the act and deed of said corporation and in the capacity therein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 15th day of February,

Louise N. Root
Notary Public in and for
Harris County, T E X A S

LOUISE N. ROOT

My commission expires: Nov. 17, 1979

EXHIBIT "A"

Being a tract of 7.17608 acres situated in the Robert Vince Survey, Abstract 77, Houston, Harris County, Texas, and being part of Replat "B" of Block "C" of Three Fountain Square Subdivision as same is shown on map recorded in Volume 138, Page 49 of the Harris County Map Records, said plat of Replat "B" of Block "C" being recorded in Vol. 147, page 36, Map Records of Harris County, Texas, and more particularly described as follows:

COMMENCING at a 5/8" iron rod set for the southeast corner of above said Replat "B", said point being North $00^{\circ} 03' 47''$ East along the east line of Block "C" a distance of 546.83 feet from a 5/8" iron rod found at the southeast corner of said Block "C";

THENCE North $89^{\circ} 55' 00''$ West a distance of 78.08 feet to a 1/2" iron rod for PLACE OF BEGINNING:

THENCE North $89^{\circ} 55' 00''$ West a distance of 367.65 feet to an "X" mark cut in concrete; said point being also in the east line of Fountain View Drive an 80 foot wide street;

THENCE North $00^{\circ} 05' 00''$ East along the east line of said street a distance of 60.17 feet to a point for corner said point also being the beginning of a curve;

THENCE in a northerly direction along a curve to the right having a central angle of $15^{\circ} 46' 52''$, a radius of 442.50 feet and an arc length of 116.37 feet to a point for corner;

THENCE North $00^{\circ} 05' 00''$ East along the east line of said street, a distance of 356.82 feet to a point, said point also being the beginning of a curve;

THENCE in a northerly direction along a curve to the right having a central angle of $15^{\circ} 46' 52''$ a radius of 442.50 feet and an arc length of 116.37 feet to a point for corner;

THENCE North $00^{\circ} 05' 00''$ East continuing along the east line of said Fountain View Drive a distance of 124.18 feet to a 1/2" iron rod found at the south-westerly cut back corner;

THENCE North $45^{\circ} 05' 00''$ East a distance of 14.14 feet to a 1/2" iron rod found at the northeasterly cut back corner, said point also being in the south line of Inwood Drive a 60 foot wide street;

THENCE South $89^{\circ} 55' 00''$ East along the south line of said Inwood Drive a distance of 435.45 feet to a 1" iron pipe found at the northeast corner of said 7.17608 acre tract;

THENCE South $00^{\circ} 03' 47''$ West along the east line of said Block "C" a distance of 571.67 feet to a 5/8" iron rod for corner;

THENCE North $89^{\circ} 55' 00''$ West, a distance of 78.01 feet to a 1/2" iron rod for a corner;

THENCE South $00^{\circ} 05' 00''$ West a distance of 211.50 feet to THE PLACE OF BEGINNING and containing 331.823 square feet or 7.17608 acres of land.

SUBJECT TO THE FOLLOWING:

EASEMENTS: An easement ten feet along the East property line of above property reserved for the use of public utilities, as reflected by the plat of said addition.

An aerial easement five feet wide, twenty feet above the ground, adjacent to the foregoing easement, as reflected by the plat of said addition.

A 12' easement for pedestrian and vehicular traffic on, over and across along the South boundary line of property as recorded in Volume 6535, Page 64, Deed Records of Harris County, Texas.

A ten foot easement to Houston Lighting & Power Company by instrument recorded in Volume 6576, Page 498, Deed Records of Harris County, Texas.

Temporary turn around easement in the northeasterly corner as reserved in instruments recorded in Volume 138, Page 49, and Volume 147, Page 36, Map Records of Harris County, Texas.

A twenty-eight foot private street across a portion of tract as shown on the recorded map in Volume 147, Page 36, Map Records of Harris County, Texas.

A ten foot public utility easement by ten foot for fire hydrants, as set out in Volume 147, Page 36, Map Records of Harris County, Texas.

Easement agreement as granted in instrument filed for record under Harris County Clerk's File #C747628.

Mutual Support agreement as granted in instrument filed for record under Harris County Clerk's File #C747627.

6381910

(To be filed in the Condominium Records of Harris County, Texas)

JAN-14-80 88595 • 591910 -- A PD 10.00

FILED

JAN 14 11 58 AM 1980

Quita Beckman
COUNTY CLERK
HARRIS COUNTY, TEXAS

AMENDMENT NO. 1

TO

CONDOMINIUM DECLARATION

COURTYARDS OF THREE FOUNTAINS

Houston, Harris County, Texas

* * * *

January 7, 1980

COURTYARDS OF
FOUNTAINS AME
A CONDOMINIUM P

AMENDMENT NO. 1 TO CONDOMINIUM DECLARATION

COURTYARDS OF THREE FOUNTAINS

January 7, 1980

THE STATE OF TEXAS

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*

COUNTY OF HARRIS

S. H. TEXAS CONDOMINIUM COMPANY, a Texas Partnership consisting of HBH TEXAS CORP. and S. TEXAS CORP., General Partners, of Harris County, Texas, as original Owner, and HBH Texas Corp., the Developer named in the Condominium Declaration of Courtyards of Three Fountains Condominium dated February 15, 1978, and recorded in Volume 62, Page 1, Condominium Records of Harris County, Texas, pursuant to Article 8, Section 1 of said Condominium Declaration, do herein and hereby amend such Condominium Declaration, in the following particulars only, all other terms and conditions of said Condominium Declaration remaining in full force and effect.

AMENDMENT NO. 1

Anything to the contrary notwithstanding contained in "Exhibit *B", Plat of Apartment Project" and Article 2, Section 4 of Condominium Declaration of Courtyards of Three Fountains, dated February 15, 1978, by this Amendment No.

1,

- (a) The exclusive right to use the Limited Common Element consisting of Parking Space No. 240 of Courtyards of Three Fountains Condominium is assigned to and made appurtenant to Apartment No. 53 in Building "D", subject to all of the terms and conditions of said Condominium Declaration; and
- (b) The exclusive right to use the Limited Common Element consisting of Parking Space No. 222 of Courtyards of Three Fountains Condominium is assigned to and made appurtenant to Apartment No. 54 in Building lettered "D", subject to all of the terms and conditions of said Condominium Declaration.

COURTYARDS OF THREE FOUNTAINS ASSOCIATION joins in and ratifies this Amendment No. 1 to said Condominium Declaration.

EXECUTED at Houston, Texas this the 7th day of January, 1980.

S. H. TEXAS CONDOMINIUM COMPANY

By: HBH TEXAS CORP.

By: 
Its Vice-President

ATTEST:


Secretary

THREE
AMENDMENT 1
SUBJECT

ATTEST:

Suzanne Carter
Secretary

By: S. TEXAS CORP.

By: Gary E. Parks
Its Vice-President

ATTEST:

Suzanne Carter
Secretary

HBH TEXAS CORP.

By: Gary E. Parks
Its Vice-President

ATTEST:

Marian A. Calvert
Secretary

COURTYARDS OF THREE FOUNTAINS
ASSOCIATION

By: Gary E. Parks
Its Vice-President

THE STATE OF TEXAS

COUNTY OF HARRIS

*
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*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared GARY E. PARKS, Vice-President of S. TEXAS CORP., a corporation, HBH TEXAS CORP., a corporation, and COURTYARDS OF THREE FOUNTAINS, a non-profit 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, as the act and deed of each said corporation and in the capacities therein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of January, 1980.

My Commission Expires:

9-11-80

Mary R. Bower
Notary Public in and for
Harris County, T E X A S
MARY R. BOWER



Return To:
GERALD S. GORDON
Attorney at Law
Fannin Bank Building
Houston, Texas 77030

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

JAN 15 1980



Quita L. Leland
COUNTY CLERK,
HARRIS COUNTY, TEXAS