

DECLARATION AND MASTER DEED

DILSTON HOUSE CONDOMINIUMS

This Declaration and Master Deed is made and executed this 1st day of November, 1977, by AMERICAN CONDOMINIUM CORPORATION OF TEXAS, a Texas corporation, Houston, Harris County, Texas, (hereinafter referred to as "Developer"), pursuant to the provisions of the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (hereinafter referred to as the "Act"), for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime.

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property in the County of Harris, State of Texas, consisting of eighteen (18) residential buildings containing a total of one hundred thirteen (113) units therein and certain other improvements located thereon (being hereinafter sometimes referred to as DILSTON HOUSE CONDOMINIUMS) more particularly described on Exhibit B attached hereto and made a part hereof for all purposes;

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

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

interest in DILSTON HOUSE CONDOMINIUMS, their grantees, heirs, executors, administrators, successors and assigns. In furtherance of the establishment of this condominium project, it is provided as follows:

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

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

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

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

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

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

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

2. The major improvements of the Condominium Project consist of eighteen (18) residential buildings, two (2) maintenance buildings, one (1) swimming pool and parking areas. The Condominium Project and the foregoing improvements are described by building letter, Unit number, boundary, dimension and area on the condominium subdivision plan attached hereto as Exhibit B. The individual Units, more particularly described in Paragraph 4 hereof, are to be used for residential purposes, and each Unit has its own entrance from and exit to a thoroughfare. Each Owner of a Unit within the Condominium Project shall have an exclusive right to his Unit and shall have the right to share with other Owners the Common Elements as hereinafter set forth.

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

A. The general common elements consist of:

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

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

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

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

(v) Unassigned parking spaces which are numbered numerically from one (1) through one hundred eighty (180) on the condominium subdivision plan attached hereto as Exhibit B (but which have not yet been designated with a Unit number); provided,

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

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

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

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

(ii) Compartments or installations of central services and equipment therein located within or in the walls, floor or ceiling of a Unit such as for power, light, electricity, telephone, gas, cold and hot water, heating and air conditioning, plumbing, reservoirs, water tanks and pumps, incinerators, and all similar devices and installations;

(iii) Patios or balconies, if any, designated with a number corresponding to a Unit number as described on the condominium subdivision plan attached hereto as Exhibit B; and

(iv) Entrance and stairways, if any, designated with a number corresponding to a Unit number as described on the condominium subdivision plan attached hereto as Exhibit B.

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

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

Each Owner shall have the following easements to, through and over the general and limited common elements to the extent necessary for such Owner's maintenance, repair and replacement:

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

(ii) to install, repair, maintain, remove and/or replace any plumbing, heating, cooling, lighting, cooking or other fixtures or equipment which are a part of his Unit or which would become a part

thereof when installed in any bearing wall, floor, ceiling or roof; provided, however, such installation, repair, maintenance, removal and/or replacement shall not impair the structural integrity of the building in which his Unit is located, nor shall it adversely affect any adjacent Unit, nor shall it alter the external appearance of the building in which his Unit is located (unless the Association consents thereto);

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

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

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

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

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

It is expressly stipulated, and each and every purchaser of a condominium unit, his heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size and dimensions of each unit as set out and shown in this Declaration or in the said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Developer does not warrant, represent or guarantee that any unit actually contains the area, square footage or dimensions shown by the plat thereof. Each purchaser and owner of a condominium unit or interest therein, has had full opportunity and is under a duty to inspect and examine the unit purchased by him prior to the purchase thereof, and agrees that the unit is purchased as actually and physically existing. Each purchaser of a condominium unit hereby expressly waives any claim or demand which he may have against the Developer on account of any difference, shortage or discrepancy between the unit as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the units or of any unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, rising, or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building.

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

Set forth below are:

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

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

<u>UNIT BUILDING LETTER AND UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>
<u>BLDG. A</u>	
101	1.12
102	1.12
103	.91
104	.91
<u>BLDG. B</u>	
105	.69
106	.69
107	.91
108	.91
109	.91
110	.91
<u>BLDG. C</u>	
111	.91
112	.91
<u>BLDG. D</u>	
113	1.20
114	1.20
115	.91
116	.91
117	1.20
118	1.20



36

BLDG.	Room No.	Value
<u>BLDG. E</u>	119	.91
	120	.91
	121	.91
	122	.91
	123	.69
	124	.69
<u>BLDG. F</u>	125	.91
	126	.91
	127	.91
	128	.91
<u>BLDG. G</u>	129	.69
	130	.69
	131	1.12
	132	1.12
	133	.91
	134	.91
<u>BLDG. H</u>	135	1.12
	136	1.12
	137	.91
	138	.91
<u>BLDG. I</u>	139	.69
	140	.77
	141	.91
	142	.91
	143	.91
	144	.91
	145	.69
	146	.69
<u>BLDG. J</u>	147	.91
	148	.91
	149	1.12
	150	1.12
<u>BLDG. K</u>	151	.91
	152	.91
	153	1.12
	154	1.12

36

<u>BLDG. L</u>	<del>X</del>	
	203	
	204	.69
	205	.69
	206	.69
	207	.69
	208	.69
<u>BLDG. M</u>		
	209	.69
	210	.69
	211	1.20
	212	1.20
<u>BLDG. N</u>		
	213	1.03
	214	1.03
	215	.69
	216	.69
	217	.69
	218	.69
	219	.69
	220	.69
<u>BLDG. O</u>	<del>X</del>	
	230	.69
	231	.69
	232	.69
	233	.69
	234	.69
	235	.69
	236	1.03
	237	1.03
	238	1.20
	239	1.20
	240	1.20
	241	1.03
	242	1.03
	243	.69
	244	.69
	245	.69
	246	.69
	247	.69
	248	.69
<u>BLDG. P</u>	<del>X</del>	
	256	.69
	257	.69
	258	.69
	259	.69

111

BLDG. Q

~~248~~ 249  
~~250~~ 250

~~1.03~~ 1.03  
~~1.03~~ 1.03

18

251  
252  
253  
254  
255

1.03  
1.03  
1.20  
.69  
.69

BLDG. R

201  
202  
221  
222  
223  
224  
225  
226  
227  
228  
229  
249  
250

1.03  
1.03  
1.03  
1.03  
.69  
.69  
1.20  
.69  
.69  
1.03  
1.03  
1.03  
1.03

TOTAL 113

100%

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

6. Any first mortgagee, upon foreclosure of its lien on a Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Unit which may have accrued prior to the time such mortgagee acquired title. Any assessment lien created or claimed under the provisions of Article II, Exhibit A of this Declaration and Master Deed shall be subject and subordinate to the rights of any first mortgagee of any duly recorded first mortgage upon one or more Units made in good faith and for value. No lien created under the provisions of said Article II, Exhibit A shall in any way defeat, invalidate or impair the rights of any first mortgagee under any such duly recorded first mortgage unless such mortgagee shall expressly subordinate its interest, in writing, to such lien.

No amendment to this Declaration and Master Deed shall affect the rights of the mortgagee of any such mortgage which is made in good faith and for value, provided that any such mortgage is recorded prior to the recordation of such amendment, unless such mortgagee shall either join in the execution of such amendment or shall approve said amendment in writing as a part of said amendment.

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

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

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

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

9. The regime established for the Condominium Project hereby shall not be (a) vacated, waived, revoked, abandoned or terminated, (b) nor shall the percentage of value assigned to nor the dimensions of any Unit be changed, (c) nor shall the Common Elements be abandoned, partitioned, subdivided, encumbered, sold, or transferred, (d) nor shall any other provisions of this Declaration and Master Deed be amended (with the express exception of the provisions of the condominium by-laws attached hereto as Exhibit A, which may be amended in accordance therewith) unless seventy-five percent (75%) of the Owners and of the mortgagees of all the mortgages covering Units agree to such vacation, waiver, revocation, abandonment, termination, partition, subdivision, encumbrance, sale, transfer or amendment by an instrument to such effect duly recorded in the Condominium Records of Harris County, Texas; provided, however, unanimity shall be required to the extent set forth in the Act. Notwithstanding the generality of the foregoing, and notwithstanding anything in Paragraph 6 to the contrary, Developer may amend this Declaration and Master Deed in order to: (i) correct survey or other errors made herein prior to the first annual meeting of the Association; and, (ii) change the percentages of value assigned to and the dimensions of Units owned by Developer so long as such changes do not affect the percentages of value assigned to other Units in the Condominium Project not owned by Developer; and, (iii) conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar and duly constituted governmental authority, with respect to Condominium documentation, each by written instrument to such effect executed by Developer only and duly recorded in the Condominium Records of Harris County, Texas.

10. All present and future Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration and

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

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

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

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

ATTEST:

AMERICAN CONDOMINIUM  
CORPORATION, a Texas  
corporation


BY: Lyn Dickinson  
Lyn Dickinson,  
Secretary

BY: Charles G. Nickson  
Charles G. Nickson,  
President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November, 1977.

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

FIRST AMENDMENT  
to  
DECLARATION AND MASTER DEED  
DILSTON HOUSE CCNDCMINIUMS

FILED  
DEC 7 9 15 AM 1978  
*R. C. ...*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

This First Amendment to the Declaration and Master Deed is made and executed this 20th day of November, 1978, by American Condominium Corporation of Texas, a Texas corporation, (hereinafter referred to as "Developer"), pursuant to the provisions of the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (hereinafter referred to as the "Act"), for the purpose of amending the condominium regime.

WITNESSETH:

WHEREAS, Developer previously filed a Declaration and Master Deed dated November 1, 1977 and recorded on March 22, 1978 in Volume 66 of the Harris County Records submitting Dilston House Condominiums to a condominium regime; and

WHEREAS, under Paragraph 9d (i) of the said Declaration and Master Deed, Developer may amend the condominium documents to correct typing errors;

NOW, THEREFORE, Developer does, upon the recording hereof, amend Dilston House Condominiums as a condominium project as follows:

1. Pursuant to Paragraph 9d (i), the Developer hereby corrects a typing error contained in Paragraph 4 wherein condominium units 249 and 250 were incorrectly shown in Building Q. The units contained in Building Q and their respective percentage of value assigned are hereby amended to be as follows, superseding those shown on Page 11 of the Declaration and Master Deed:

<u>Building Q</u>	<u>Percentage of Value Assigned</u>
251	1.03
252	1.03
253	1.20
254	.69
255	.69

STATE OF TEXAS }  
COUNTY OF HARRIS }  
I hereby certify that this instrument was FILED  
File Number Sequence on the date and at the time stamp  
hereon by me; and was duly RECORDED, in the Office  
Public Records of Real Property of Harris County, Texas.

DEC 11 1978

*R. C. ...*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS



RETURN TO  
AMERICAN TITLE COMPANY  
HARRIS COUNTY ABSTRACT CO.  
3RD FLOOR NIELS ESPERSON BLDG.  
HOUSTON, TEXAS 77002  
6F 229205  
TSB/100

Return to Charles G. Nickson  
ACC of Texas  
Fifty Briar Hollow-290 West  
Houston, Texas 77027



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

AMERICAN CONDOMINIUM CORPORATION OF TEXAS

By *Charles G. Nickson*  
Charles G. Nickson, President

ATTEST:

*Lynn Dickenson*  
Secretary

DILSTON HOUSE CONDOMINIUM  
A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS

VOL. 92 PAGE 105

STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, Charles G. Nickson, President of American Condominium Corporation of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of November, 1978.

*Elizabeth Engelbrecht*  
Notary Public in and for Harris County,  
Texas

ELIZABETH ENGELBRECHT  
Notary Public in Harris County, Texas  
My Commission Expires December 31, 1980  
Elected by Alexander Legett, Lawyers Guild 1979.

FOURTH AMENDMENT

to

DECLARATION AND MASTER DEED

DILSTON HOUSE CONDOMINIUMS

This Fourth Amendment to the Declaration and Master Deed is made and executed this 6th day of March, 1986, By American Condominium Corporation of Texas, A Texas corporation, (hereinafter referred to as "Developer"), pursuant to the provisions of the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (hereinafter referred to as the "Act"), for the purpose of amending the condominium regime.

WITNESSETH:

WHEREAS, Developer previously filed a Declaration and Master Deed Dated November 1, 1977 and recorded on March 22, 1978 in Volume 66 of the Harris County Records submitting Dilston House Condominiums to a condominium regime, as amended by the following amendments: (1) a First Amendment thereto dated February 1, 1978, recorded as 197-13-1505; (2) as amended by a First Amendment thereto dated November 20, 1978, as recorded on December 7, 1978 in Liber 92, Page 105; and (3) as amended by an Amendment thereto dated May 26, 1981, as recorded on July 10, 1981 in Liber 118, Page 74; and

WHEREAS, under Paragraph 3A (v) of the said Declaration and Master Deed, Developer may amend the condominium subdivision plan attached to the Declaration and Master Deed after the assignment of all unassigned parking spaces;

NOW, THEREFORE, Developer does, upon the recording hereof, amend Dilston House Condominiums as a condominium project as follows:

1. The attached list of parking assignments shall amend sheet 26 of Exhibit "B" to the Declaration and Master Deed for Dilston House by indicating to which condominium unit each parking space has been assigned. All such parking spaces shall become limited common elements appurtenant to the unit to which it is assigned as set forth in Paragraph 3B (i) of the Declaration and Master Deed.

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

AMERICAN CONDOMINIUM CORPORATION OF TEXAS

By *Charles G. Nickson*  
Charles G. Nickson, President

ATTEST:

*Lynne Dickinson*  
Secretary

STATE OF TEXAS ( )  
COUNTY OF HARRIS ( )

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this personally appeared, Charles G. Nickson, President of American Condominium Corporation of Texas, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of March, 1986.

*Karen L. Eisenlohr*  
Notary Public in and for Harris County, Texas

