

KINGS VILLAGE TOWNHOME ASSOCIATION

Rules & Regulations  
Per Declarations & Bylaws

1. No owner shall make structural alterations or modifications to his unit or any common elements, including antennae, aerials, awnings, the placement of any reflective or material in the windows without written approval from the Board of Directors. Written requests with specifications are needed for authorization.
2. No signs or other advertising devices which are visible from the exterior of any unit or upon the common grounds shall be displayed, including "For Sale/For Lease" signs without written permission from the Board of Directors. Only neat, attractive, "Real Estate quality" signs will be acceptable.
3. No pet is permitted to run loose upon the common elements. Such pets, if kept, shall have such care and restraint so as not to be obnoxious or offensive due to noise, odor or unsanitary conditions. Only 1 household lap-size pet may be kept and be registered with the Association. Owner is fully responsible for any damages, costs or liability resulting from pets.
4. No owner shall store any dangerous explosive or inflammable liquids or other materials either in his unit or on the common grounds.
5. Vehicles not in operating condition shall not be parked upon the premises (except in an assigned parking space). In general, no activities shall be conducted nor condition maintained by any owner either in his unit or on common grounds which despoils the appearance of the condominium project. Parking spaces are a "limited common element" and all rules apply.
6. All units and patios will be kept in a neat, clean, and sanitary condition. All patio bushes/trees will be kept trimmed so as not to damage the common elements.
7. Each owner is responsible for his and his guests negligence or misuse of the common elements and of his own facilities resulting in damage to the common elements.
8. Each owner shall furnish to the Board of Directors, if requested, a duplicate key to the entrance door of his unit for the purpose of common element repairs, extermination, etc. (This is especially necessary for absentee ownership). The Board of Directors have been advised by legal counsel that they do have the authority to do this for the overall benefit of KVTA homeowners.
9. Vehicle parking in identified "NO PARKING" areas will be towed away at owner expense by authority of any of the Board of Directors. Any owner may have a car towed from his assigned space or if a vehicle has his space blocked. (For your own protection: If you have a vehicle towed from your assigned space, call the Police Dept. with a description of the vehicle, license number, who towed it and why it was towed. This will save you any legal predicament from the car's owner.)

KINGS VILLAGE TOWNHOMES  
COMMUNITY OPERATION & POLICIES

## GENERAL

Please read the information in this booklet carefully. If there is anything you do not understand, feel free to discuss it with your sales person or the manager. Our office hours are 8:00 A.M. to 5:00 P.M. Monday through Friday.

We would appreciate your maintenance payments by check, made payable to Kings Village Townhome Association and mailed or brought to 1402 Ramada Drive, Houston, Texas 77062. You will not receive a statement from the Association about your payments. Maintenance is payable in advance on the first day of each month commencing the first month after you close on the purchase of your unit.

## SERVICE REQUESTS

Please advise the Manager, in writing, of any service that may be required, remembering that as a condominium owner you are responsible for the interior upkeep and maintenance of your unit and patio. To use our workers efficiently, we ask that you please channel all your service requests through the office as early in the day as possible. Occasionally, emergencies delay service a day or so, but it is our intention to fill your service requests as promptly as possible. Remember that the office is closed on weekends. Should you lose your key and find yourself locked out, don't hesitate to contact the Manager. A charge of \$2.00 will be made for each additional key provided.

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DECLARATION AND MASTER DEED  
KINGS VILLAGE TOWNHOMES

This Declaration and Master Deed is made and executed on the 15th day of August, 1976, 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 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 eighty (80) units therein and certain other improvements located thereon (being hereinafter sometimes referred to as "Kings Village Townhomes") 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 Kings Village Townhomes under the provisions of the Act.

NOW, THEREFORE, Developer does upon the recording hereof, establish Kings Village Townhomes as a condominium project under the Act and does declare that Kings Village Townhomes 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 Kings Village Townhomes and shall be a burden and a benefit to Developer, Kings Village Townhomes, and any persons acquiring or owning any interest in Kings Village Townhomes, their grantees, heirs, executors, administrators, successors and assigns. In furtherance of the establishment of this condominium project, it is provided as follows:

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RETURN TO  
AMERICAN TITLE COMPANY  
HARRIS COUNTY ABSTRACT CO.  
205 FLOOR HIGH ESPERON BLDG.  
HOUSTON, TEXAS 77002

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 floor 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 Kings Village Townhomes 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 Kings Village Townhomes 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 and eighty (80) covered parking spaces. The Condominium Project and the foregoing improvements are described by building letter, street address, 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:

KING'S VILLAGE TOWNHOMES

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A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

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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 and doors therein), roofs, ceilings and floors, halls, lobbies, or thoroughfares such as stairways, entrances, exits or communication ways and any other portion of the buildings located on the land described above not included within any Unit;

(iii) The premises and facilities, if any, used for the maintenance or repair of the Condominium Project;

(iv) All common recreational facilities and the grounds, yards and walkways; and

(v) 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 designated with a street address corresponding to a street address as described on the condominium subdivision plan attached hereto as Exhibit B;

(ii) compartments or installations of central services such as central heating, central air conditioning, power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators, and all similar devices and installations; and

(iii) patios and storage areas designated with a street address corresponding to a street address 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 upon such Owner's Unit or patio: interior surfaces of bearing walls, ceilings and floors (including carpeting, tile, wall paper, paint or other covering); heating, ventilating and air conditioning equipment; hot water heaters; garbage disposals, ranges, refrigerators, dishwashers and any and all other appliances of any nature whatsoever; interior and exterior doors; window panes and light bulbs; plumbing

and other fixtures of any nature whatsoever; any "built-in" features; any decorative features; and, any furniture and furnishings.

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).

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 through 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 air space enclosed within the area described and delimited in (i) through (iv) above; (vi) 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 (vii) all plumbing, heating, ventilation, 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.

The percentage of value assigned to each Unit in the Condominium Project is set forth below and 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 each Unit building and street address 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>Building Letter and Street Address</u>	<u>Unit</u>	<u>Percentage of Value Assigned</u>
<u>Building A</u>		
1106 Seafoam Road		.92
1108	" "	.92
1110	" "	.92
1112	" "	.92
<u>Building B</u>		
16404 Diana Lane		.92
16406	" "	.92
16408	" "	.92
16410	" "	.92
16412	" "	.92
16414	" "	.92
<u>Building C</u>		
16422 Diana Lane		.92
16424	" "	.92
16426	" "	.92
16428	" "	.92
<u>Building D</u>		
16502 Diana Lane		1.37
16504	" "	1.37
16506	" "	1.37
16508	" "	1.37
16510	" "	1.37
16512	" "	1.37
<u>Building E</u>		
16418 Diana Lane		1.37
16420	" "	1.37
<u>Building F</u>		
16526 Diana Lane		1.37
16528	" "	1.37

Unit  
Building Letter and Street Address

Percentage of  
Value Assigned

16530 Diana Lane  
16532 " "  
16534 " "  
16536 " "  
16538 " "  
16540 " "

1.37  
1.37  
1.37  
1.37  
1.37  
1.37

Building G

16522 Diana Lane  
16524 " "

1.37  
1.37

Building H

16514 Diana Lane  
16516 " "  
16518 " "  
16520 " "

1.37  
1.37  
1.37  
1.37

Building I

16584 Diana Lane  
16586 " "

1.37  
1.37

Building J

16565 Buccaneer Lane  
16567 " "  
16569 " "  
16571 " "  
16573 " "  
16575 " "  
16577 " "  
16579 " "

1.37  
1.37  
1.37  
1.37  
1.37  
1.37  
1.37  
1.37

Building K

16585 Buccaneer Lane  
16589 " "

1.37  
1.37

<u>Building Letter and Street Address</u>	<u>Unit</u>	<u>Percentage of Value Assigned</u>
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Building L

1115 Ramada Drive		1.37
1117 " "		1.37
1123 " "		1.37
1125 " "		1.37
1129 " "		1.37
1131 " "		1.37

Building M

1103 Ramada Drive		1.37
1105 " "		1.37
1109 " "		1.37
1111 " "		1.37

Building N

16584 Buccaneer Lane		1.22
16586 " "		1.22

Building O

16565 El Camino Real		1.22
16567 " "		1.22
16569 " "		1.22
16571 " "		1.22
16573 " "		1.22
16575 " "		1.22
16577 " "		1.22
16579 " "		1.22

Building P

1015 Ramada Drive		1.22
1017 " "		1.22
1023 " "		1.22
1025 " "		1.22
1029 " "		1.22
1031 " "		1.22



RECORDS SECTION

<u>Unit</u>	<u>Percentage of</u>
<u>Building Letter and Street Address</u>	<u>Value Assigned</u>
<u>Building Q</u>	
1003 Ramada Drive	1.22
1005 " "	1.22
1009 " "	1.22
1011 " "	1.22
<u>Building R</u>	
16585 El Camino Real	1.22
16587 " "	1.22

5. So long as Developer owns one or more Units in the Condominium Project, Developer shall be subject 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. 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 mortgagee of any duly recorded 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 mortgagee under any such duly recorded mortgage unless the mortgagee thereunder 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 and written notice of delivery and recordation of said mortgage is given to the Association pursuant to Article VII, Exhibit A; provided further that the benefit of this paragraph shall not apply to the mortgagee of any such mortgage 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

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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 mortgages 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 or 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.

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 vacated, waived, revoked, abandoned or terminated, nor shall the percentage of value assigned to nor the dimensions of any Unit be changed, nor shall the Common Elements be abandoned, partitioned, subdivided, encumbered, sold, or transferred, 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 of and 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 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.

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DALLAS COUNTY, TEXAS

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

ATTEST:

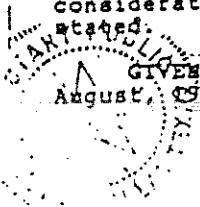
AMERICAN CONDOMINIUM CORPORATION OF TEXAS

Ray Dickinson  
Secretary

By Charles G. Nickson  
President

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Charles G. Nickson, 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 American Condominium Corporation of Texas, a 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 15th day of August, 1976.

Judith A. Sloan  
Notary Public in and for  
Dallas County, Texas

EXHIBIT A

FILED

TO DECLARATION AND MASTER DEED

OCT 26 1 15 PM 1976

CONDOMINIUM BY-LAWS  
OF  
KINGS VILLAGE TOWNHOMES

COUNTY CLERK  
HARRIS COUNTY, TEXAS

ARTICLE I

KINGS VILLAGE TOWNHOME ASSOCIATION

Section 1. Kings Village Townhomes shall be administered by a non-profit corporation incorporated under the laws of the State of Texas under the name of "Kings Village Townhome Association" (herein referred to as the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project, the Common Elements and easements appurtenant thereto in accordance with the Declaration and Master Deed, these by-laws, the Articles of Incorporation, by-laws and duly adopted rules and regulations of the Association and the laws of the State of Texas.

Section 2. The Association may provide for independent management of the Condominium Project. Such independent management may jointly manage the Condominium Project and other property. In such event, the Association shall not be required to bear in excess of its pro rata share (based on the ratio that the number of Units in the Condominium Project bears to the number of total units of whatever type so jointly managed) of such independent management expense. Any agreement for independent professional management of the Condominium Project shall provide that the management contract may be terminated for cause on ninety (90) days' written notice and the term of any such contract shall not exceed three years.

Section 3. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. Each Owner shall be a member of the Association and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the Association.

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B. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.

C. Each Owner shall be entitled to a vote, the value of which shall equal the total of the percentages of value assigned to the Units owned by such Owner as set forth in this Declaration and Master Deed.

D. No Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Owner may only be cast by such Owner or by a proxy given by such Owner to his duly authorized representative. If title to a Unit shall be in the name of two or more Owners, any one of such Owners may vote as the Owner of the Unit at any meeting of the Association and such vote shall be binding on such other Owners who are not present at such meeting until written notice to the contrary has been received by the Association in which case the unanimous action of all such Owners (in person or by proxy) shall be required to cast their vote as Owners. If two or more of such Owners are present at any meeting of the Association then unanimous actions shall also be required to cast their vote as Owners.

E. There shall be an annual meeting of the members of the Association, and other meetings may be provided for in the by-laws of the Association. Notice of time, place and subject matter of all meetings, as provided in the by-laws of the Association, shall be given to each Owner by mailing the same to such Owner or to the individual representative designated by such Owner at the address given by such Owner to the Association. If any Owner shall fail to give an address to the Association for the mailing of notices, all notices shall be sent to the Unit of such Owner, and such Owner shall be deemed to have been given notice of any such meeting irrespective of the actual receipt of the same.

F. Except as otherwise provided by statute, or these by-laws, the presence in person or by proxy of sixty percent (60%) of the percentage of values of the Owners qualified to vote shall constitute a quorum for holding any meeting of the members of the Association. If, however, such quorum shall not be present or represented at any meeting of the Owners, the Owners present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting,

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until a quorum shall be present or represented. If a quorum shall be present or represented by proxy at such meeting held in lieu of the adjourned meeting(s), any business may be transacted at such meeting as originally notified.

G. At any meeting of the members of the Association, votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association.

H. When a quorum is present at any meeting of the Association, the vote of fifty-one percent (51%) or more of the percentage of values of those Owners qualified to vote and present in person or proxy at such meeting shall decide any question brought before such meeting, unless the question is one upon which by express provision of any statute, the Declaration and Master Deed, the Articles of Incorporation of the Association or these by-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Owners present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Owners to leave less than a quorum.

\* I. At all meetings of the Owners cumulative voting shall not be permitted.

Section 4. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts of the administration of the Condominium Project which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such books shall be open for inspection by the Owners and their mortgagees during reasonable working hours on weekdays and shall be audited annually by qualified auditors. The cost of such audit shall be an expense of administration of the Condominium Project.

Section 5. All costs incurred by the Association, including but not limited to any costs incurred in satisfaction of any liability arising within, caused by or in connection with the Association's operation, maintenance or use of the Condominium Project, shall be Association expenses. All sums received by the Association, including but not limited to all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association, shall be Association receipts.

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Section 6. Each member of the Board of Directors of the Association must be a member of the Association with the exception of the first Board of Directors (and any replacement directors selected by Developer prior to the first meeting of the Association) designated in the Articles of Incorporation of the Association.

Section 7. The first meeting of the members of the Association shall be held within ninety (90) days after conveyance by Developer of more than eighty percent (80%) in number of the Units in the Condominium Project. Until the first meeting of members, the affairs of the Association shall be managed by the first Board of Directors named in the Articles of Incorporation of the Association, or their replacements.

## ARTICLE II

### ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium Project owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration of the Condominium Project.

#### Section 2.

A. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Such reserves shall include without limitation an adequate reserve fund for the replacement of the Common Elements. The assessment for such year shall be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium Project in any fiscal year, then the Board of Directors shall have the authority at any time and from time to time to levy

such additional assessment or assessments as it shall deem to be necessary for that purpose.

B. Special assessments, assessments other than those described in Subsection A above, may be made by the Board of Directors of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Condominium Project including, but not limited to, assessments for costs described in Section 5 of Article I hereof and capital improvements. However, any such special assessment shall not be levied without the prior approval of at least seventy-five percent (75%) of the percentage of values of all of the Owners.

C. Assessments levied by the Association against each Owner pursuant to Subsection A and/or Subsection B above which are expended on capital expenditures, or which are set aside in a reserve for future repairs or improvements within the Condominium Project (whether or not such repairs or improvements would otherwise be considered capital in nature pursuant to Section 263 of the Internal Revenue Code of 1954, as amended), shall be treated as capital contributions by such Owner to the Association and shall be shown on the books of the Association as such.

The provisions of this Subsection C may be amended by a majority vote of the Board of Directors of the Association if, in the sole discretion of said Board of Directors, such action is necessary to conform to any change in the Internal Revenue Code of 1954, as amended, or any Treasury Regulation or Ruling promulgated thereunder. Notwithstanding anything contained in this Declaration and Master Deed to the contrary, any amendment to this Subsection C duly authorized by the Board of Directors of the Association shall not require the consent of any Owner or mortgagee.

Section 3. All assessments levied against the Owner to cover expenses of the Association and the Condominium Project shall be apportioned among and paid by the Owners in accordance with the percentage of value assigned to each Unit according to this Declaration and Master Deed without increase or decrease for the existence of any rights with respect to the use of limited common elements appurtenant to such Unit. Assessments shall be due and payable at such times as the Association shall determine, commencing the date of delivery of a deed to a Unit from Developer to subsequent Owner. Prior to such conveyance, Developer shall bear all assessments levied against Units owned by Developer in accordance with the aggregate percentage of value

assigned thereto. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of ten percent (10%) per annum from the due date until paid. Each Owner shall be, and remain, personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with these by-laws, and any unpaid assessments with accrued interest thereon owed with respect to a Unit may, at the option of the Association, be collected out of the sale proceeds of such Unit in accordance with Section 18 of the Act. In addition, unpaid assessments may become a lien against the Unit, subject only to: (i) assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on such Unit; and (ii) amounts due under any mortgage instruments duly recorded. Such lien may be recorded in the Condominium Records of Harris County, Texas and may be enforced by foreclosure, and the expenses incurred therefor including interest, costs and attorneys' fees shall be chargeable to the Owner in default.

Section 4. No Owner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium Project by waiver of the use or enjoyment of any of the Common Elements or by the abandonment, sale or other disposition of his Unit.

Section 5. The Association may, in addition to its rights under Section 3 hereof and Section 18 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees shall be chargeable to the Owner in default. The Association may also discontinue the furnishing of any utilities or other services to an Owner in default of his obligations to the Association or other Owners as set forth herein upon seven (7) days written notice to such Owner of its intent to do so. An Owner in default of his obligations to the Association or other Owner as set forth herein shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

### ARTICLE III

#### OWNER ACTION

Without limiting the other legal rights of any Owner or the Association, legal action may be brought by the Association

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in its sole discretion on behalf of two (2) or more Owners as their respective interests may appear with respect to any cause of action relating to the Common Elements of more than one (1) Unit.

#### ARTICLE IV

#### INSURANCE

Section 1. The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workmen's compensation insurance (hereinafter referred to as the "Master Policy"), with respect to the Condominium Project and the Association's administration thereof in accordance with the following provisions:

A. The Master Policy shall be purchased by the Association for the benefit of the Association, the Owners and their mortgagees as their interests may appear (subject to the provisions of these by-laws, the Declaration and Master Deed and the Act), and provision shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the Owners. The Owners shall obtain insurance coverage upon their personal property at their own expense. The Association and the Owners shall use their best efforts to see that all property and liability insurance carried by an Owner or the Association shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Owners or the Association and the respective tenants, servants, agents, and guests of the Owners or the Association, as the case may be.

B. All buildings, improvements, personal property and other Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value thereof, excluding the cost of excavations, foundations and footings, as determined annually by the Board of Directors of the Association; provided, however, such amount shall be not less than eighty percent (80%) of the maximum insurable value (based upon replacement cost). The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best

efforts to see that the liability insurance carried by the Association shall cover the common elements and shall contain, if available, cross-liability endorsements or appropriate provisions for the benefit of the Owners, individually and as a group, the members of the Board of Directors, and the management company, if any, insuring each insured against liability to each other insured. The Association shall also carry fidelity coverage against dishonest acts on the part of members of the Board of Directors, Owners, the management company, if any, and any other person (including volunteers, with an appropriate endorsement if required) handling funds belonging to or administered by the Association. Such fidelity coverage shall be in an amount equal to one and one-half times the estimated annual expenses and reserves of the Association.

C. All premiums upon insurance purchased by the Association pursuant to these by-laws shall be included in the Association's budget in accordance with Subsection 2A, Article II hereof, except that the amount of increase over such premiums occasioned by the use, misuse, occupancy or abandonment of a Unit or the Common Elements by an Owner shall be assessed only against such Owner.

D. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Owners and their mortgagees (subject to the provisions of these by-laws, the Declaration and Master Deed and the Act) as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided in Article V of these by-laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction under the Declaration and Master Deed and these by-laws shall be applied to such repair or reconstruction.

E. Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and their mortgagees (subject to the provisions of these by-laws, the Declaration and Master Deed and the Act) as their interests may appear, to execute releases of liability.

and to execute all documents and to do all things on behalf of such Owner and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing, and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Condominium Project.

#### ARTICLE V

#### RECONSTRUCTION OR REPAIR

Section 1. If less than two-thirds (2/3rds) of the buildings in the Condominium Project (as determined by the vote or written consent of the majority of the percentage of value assigned to the Owners in the exercise of their sole discretion) shall be damaged by fire or any other casualty, then the buildings in the Condominium Project shall be rebuilt or repaired. If more than two-thirds (2/3rds) of the buildings in the Condominium Project (as determined by the vote or written consent of a majority of the percentage of value assigned to such Owners in the exercise of such discretion) shall be damaged by fire or other casualty, then reconstruction shall not be compulsory without the unanimous consent of each Owner and each mortgagee. In the event that such Owners decide not to reconstruct the Condominium Project, the land (more particularly described on Exhibit B of this Declaration and Master Deed) shall be sold and such sale proceeds along with any insurance proceeds shall be distributed to each Owner and his mortgagee, as their interests may appear, in accordance with each Owner's percentage of value in the Condominium Project.

Section 2. Any reconstruction or repair of the buildings in the Condominium Project or any Unit located therein shall be substantially in accordance with the Declaration and Master Deed and the original plans and specifications for the buildings in the Condominium Project unless the Owners and their mortgagees shall unanimously decide otherwise.

Section 3. Each Owner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, and all appliances located therein

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CONDOMINIUM RECORD

HARRIS COUNTY, TEXA

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irrespective of whether or not such appliances are "built-in" to the Unit. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse, or the negligence or misuse by his family, tenants, guests, agents, servants, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

Section 4. As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium Project for which the Association has insurance coverage (hereinafter referred to as the "Casualty") the Association shall obtain reliable and detailed cost estimates of the following:

A. The cost of restoring all damage caused by the Casualty to the general and limited common elements (hereinafter referred to as the "Common Element Costs"); and

B. The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Owners by the Association in the following manner:

A. All Owners shall be assessed on the basis of their percentage of value in the Condominium Project for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

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B. Each Owner of a damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is his estimated Unit Costs and the denominator of which is the total of all of the estimated Unit Costs.

If actual costs exceed such estimated costs, then an additional assessment shall be made against the Owners by the Association in the above manner based upon actual costs.

Section 5. In the event of any taking of any Unit in the Condominium Project by eminent domain, or private purchase in lieu thereof, the Owner of such Unit and his mortgagee shall be entitled to receive the award for such taking and, after acceptance thereof, if such Owner shall vacate his Unit by virtue of such taking, he and his mortgagee shall be divested of all interest in the Condominium Project. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority of the percentage of value assigned to the remaining Owners shall determine by vote or written consent whether to rebuild or repair the Condominium Project or to take such other action as such remaining Owners deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, then the remaining portion of the Condominium Project shall be resurveyed and the Declaration and Master Deed and Exhibit B shall be amended to reflect such taking and to proportionately readjust the percentages of value assigned to the remaining Owners based upon a continuing value of the Condominium Project of one hundred percent (100%).

#### ARTICLE VI

#### RESTRICTIONS

Section 1. No Unit in the Condominium Project shall be used for other than single-family residence purposes; and the Common Elements shall be used only for purposes consistent with the use of single-family residence; provided, however, a Unit selected by Developer may be used as a permanent sales office.

Section 2. No Owner shall make structural alterations or modifications to his Unit or to any of the Common Elements, including the erection of antennae, aeri-als, awnings, the placement of any reflective or other material in the windows of the

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Unit (other than uniform draperies approved by the Board of Directors) or other exterior attachments without the written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium Project.

Section 3. An Owner may lease his Unit for single-family residence purposes. No rooms in a Unit may be rented and no transient tenants accommodated.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium Project. No Owner shall store any dangerous explosive or inflammable liquids or other materials either in his Unit or upon the Common Elements.

Section 5. No signs or other advertising devices which are visible from the exterior of any Unit or upon the Common Elements shall be displayed, including "For Sale" signs, without written permission from the Association.

Section 6. No animals shall be kept; provided, however, one (1) household lap-size pet may be kept with the prior written approval of the Association. Such pet, if any, so approved may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary condition. No savage or dangerous animal shall be kept. No pet may be permitted to run loose upon the Common Elements, and any Owner who causes any animal to be brought or kept upon the premises of the Condominium Project shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Notwithstanding the generality of the foregoing, after (i) repeated violations of this provision, (ii) ten (10) days prior written notice to the Owner of such pet, and (iii) an opportunity for such Owner to have a hearing before the Board of Directors, such pet may be taken from such Owner and given to the Society for the Prevention of Cruelty to Animals, of Harris County, Texas.

Section 7. The Common Elements shall not be used for storage of supplies, personal property, trash or refuse of any kind

(except common trash receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board of Directors of the Association), nor shall the Common Elements be used in any way for the drying, shaking or airing of clothing or other items. Stairs, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall unauthorized persons or pets play therein or use such areas for other than their intended purposes. In general, no activities shall be conducted nor condition maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium Project.

Section 8. Each Owner shall maintain his Unit and any limited common elements appurtenant thereto in clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the central air-conditioning and heating, telephone, water, gas, plumbing, power or other utility systems throughout the Condominium Project and each Owner shall be responsible for his negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to the Common Elements.

Section 9. Non-discriminatory regulations concerning the use of the Condominium Project shall be promulgated by the first Board of Directors of the Association prior to the first annual meeting of the Association and such regulations, and subsequent regulations duly adopted from time to time, shall be binding on all members of the Association unless duly amended by a majority of the percentage of value assigned to the Owners.

Section 10. The Association or its agents shall have access to each Unit from time to time during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. If requested by the Association, each Owner shall furnish to the Board of Directors of the Association a duplicate key to the entrance door to his Unit and shall furnish a new duplicate key upon any change of locks thereto.

Section 11. Developer may from time to time lease Units for single-family residence purposes.

Section 12. Vehicles not in operating condition shall not be parked upon the premises of the Condominium Project (except in an assigned parking space). No parking space shall be converted for living, recreational or business purposes, nor shall

anything be stored in any parking space so as to prevent the parking of a vehicle therein.

Section 13. None of the restrictions contained in this Article VI shall apply to the sales office, sales models and other commercial activities or signs or billboards, if any, of Developer during the sales period of the Condominium Project or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and by-laws as the same may be amended from time to time, including without limitation the power of the Association to own a Unit for use and enjoyment of the resident manager of the Condominium Project.

#### ARTICLE VII

##### MORTGAGES

Section 1. Any Owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of such mortgage, give notice to the Association in writing of the name and address of his mortgagee and the amount secured by said mortgage, and the Association shall maintain such information in a book entitled "Mortgages of Units". Said written notice shall be separately maintained by the Association or by a person designated by the Association. Such Owner shall, in the same manner, notify the Association as to the release or discharge of any such mortgage.

Section 2. The Association shall, at the request of any mortgagee of any Unit, report to such mortgagee any unpaid assessments due from the Owner of such Unit to the Association.

Section 3. The Association shall notify each mortgagee appearing in the book described in Section 1 of this Article VII of the name of each company insuring the Condominium Project under the Master Policy and the amounts of the coverages thereunder.

Section 4. The Association shall notify each mortgagee appearing in the book described in Section 1 of this Article VII of any default by any Owner in the performance of such Owner's obligations hereunder which is not cured within sixty (60) days from the date of such default.

#### ARTICLE VIII

##### TAXATION

Section 1. Each Unit shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent

of the building of which such Unit is a part, and independent of the Condominium Project or Common Elements thereof, and each Owner shall be solely responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit. Such payment shall be made prior to the due date of such taxes, municipal claims, charges and assessments.

#### ARTICLE IX

##### AMENDMENT

Section 1. These by-laws (as opposed to the Declaration and Master Deed of which they are a part) may be amended by the members of the Association from time to time by approval of a majority of the percentage of values assigned to the Owners unless otherwise provided herein, or in the Act. Any such amendment may be evidenced by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of a majority of the percentage of values assigned to the Owners in the Condominium Project, and such amendment shall be effective upon its recordation in the Condominium Records of Harris County, Texas. The procedure for proposing amendments hereto shall be the same as provided for proposing amendments to the by-laws of the Association.

#### ARTICLE X

##### DEFAULT

Section 1. Failure to comply with the Declaration and Master Deed, these by-laws, the Articles of Incorporation or by-laws or duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof.

Section 2. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding including without limitation reasonable attorneys' fees.

KING'S VILLAGE TOWNHOMES

A CONDOMINIUM PROJECT

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HARRIS COUNTY, TEXAS

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CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF TARRANT

This foregoing is a true and correct photostatic copy of  
the original record, now in my lawful custody and possession,  
made on the date stamped hereon and recorded in the Record,  
Volume and Page as stamped hereon, I hereby certify on



JUN 18 1980  
ANITA BODEHEATER  
COUNTY CLERK  
TARRANT COUNTY, TEXAS  
BY *[Signature]* Deputy

SHIRLEY A. NUGENT



J456307

04/12/84 00065482 J456307 \$ 10.00  
FILED  
APR 12 9 16 AM 1984

AMENDMENT TO THE DECLARATION AND  
MASTER DEED KINGS VILLAGE TOWNHOMES

*Anita Holsinger*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS            §  
COUNTY OF HARRIS            §

This Amendment to the Declaration and Master Deed is made and executed the 16th day of February, 1984, by Toni Feicht, as President of the KINGS VILLAGE TOWNHOMES ASSOCIATION, and Linda Sauter, as Secretary of the KINGS VILLAGE TOWNHOMES ASSOCIATION for the purpose of amending the Condominium By-Laws of Kings Village Townhomes, Exhibit "A" to Declaration and Master Deed Kings Village Townhomes, which Declaration is recorded in the Condominium Records of Harris County, Texas, in Volume 30, at Pages 1-7, under Clerk's File No. E-933404.

WHEREAS, the Owners of Units are empowered by the above-referenced Declaration and Master Deed to amend the Condominium By-Laws by approval of the owners of the majority of the percentage of values assigned to the Owners;

WHEREAS, the owners of the majority of the percentage of values assigned to the owners in the Condominium Project have voted to amend the Condominium By-Laws;

NOW, THEREFORE, the President and Secretary certify that the following amendments have been approved by the owners of the majority of the percentage of values assigned to the Owners in the Condominium Project:

Article I, Section 3, Paragraph F of the Declaration and Master Deed Kings Village Townhomes Exhibit "A" Condominium By-Laws shall read as follows:

"Except as provided by statute, the Declaration and Master Deed or these By-Laws, the presence in person or by proxy of the owner of fifty-one percent (51%) of the percentage of values assigned to the owners shall constitute a quorum at all meetings of the members of the Association for the transaction of business. If, however, such quorum shall not be present

or represented at any meeting of the Owners, the Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. If a quorum shall be present or represented by proxy at such meeting held in lieu of the adjourned meetings, any business may be transacted at such meeting which might have been transacted at the meeting as originally notified."

Nothing herein is intended to alter, modify or amend the Declaration and Master Deed recorded in the Condominium Records of Harris County, Texas, in Volume 30, at Pages 1-7, under Clerk's File No. E-993404, except as specifically provided hereinabove.

IN WITNESS WHEREOF, the President and Secretary of the Association have caused this Amendment to Declaration and Master Deed to be executed the day and year first above written.

KINGS VILLAGE TOWNHOMES ASSOCIATION

ATTEST:

By

Toni Feicht  
TONI FEICHT,  
President

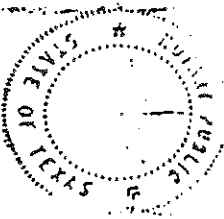
By

Linda Sauter  
LYNDA SAUTER,  
Secretary

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 28<sup>th</sup> day of February, 1984, by TONI FEICHT, President and LINDA SAUTER, Secretary of KINGS VILLAGE TOWNHOMES ASSOCIATION, a Texas corporation, on behalf of said corporation.



Peggy Galtean  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
PEGGY GALTEAN  
Notary Public - Harris County, Texas  
My Commission expires 11/3/85  
(Print or Stamp Name of Notary)

RECORDERS MEMORANDUM  
At the time of recording, the instrument was found to be inadequate for the best photograph reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

County Clerk, Harris County, Texas



*Q. H. Buller*

APR 12 1984

STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was filed in  
the number shown on the date and at the time stamped  
thereon by me and was duly recorded in the official  
public records of said County of Harris County, Texas on

REGARDING PARKING RULES AND REGULATIONS

WHEREAS, The Board of Directors of King's Village Townhomes Association deems it advisable and in the best interest of the King's Village Community to adopt formal rules and regulations governing the use of parking areas, as well as the parking and storage of motor vehicles within the King's Village Townhome development; and

WHEREAS, The Board of Directors has considered and discussed certain proposed rules and regulations as same relate to the use and occupancy of properties and motor vehicles within the King's Village Townhome development; and

WHEREAS, The Board of Directors has determined that the adoption of the parking rules and regulations attached to this resolution as exhibit "A" would be in the best interest of the King's Village Townhome community.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Parking Rules and Regulations attached hereto as exhibit "A" are hereby adopted by the Board of Directors of King's Village Townhomes Association, on the date indicated hereon, to become effective on the date indicated on said Parking Rules and Regulations.

Dated: 4/26/03

KING'S VILLAGE TOWNHOMES ASSOCIATION

Donna Clark  
Donna Clark, President

Roy McCuen  
Roy McCuen, Vice-President

Liz Dodson  
Liz Dodson, Secretary

Jerry Bradke  
Jerry Bradke, Treasurer

FILED

03 MAY 21 AM 8:53

HARRIS COUNTY, TEXAS  
OFFICE OF COUNTY CLERK

Beverly L. Kaufman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

KING'S VILLAGE TOWNHOMES ASSOCIATION  
REGULATIONS

## PARKING RULES & REGULATIONS

For King's Village Townhomes Association, Inc.

The following Parking Rules and Regulations were adopted by way of Board resolution, to become effective 04-26-03, 2002. The following Rules and Regulations shall apply to all properties within the King's Village Townhomes development, and shall be binding and enforceable against all owners, residents, tenants, guests, family members, and invitees.

### Rule I. - Assigned Parking

Residents have assigned parking spaces. If a resident has more than one vehicle, any additional vehicle must be parked along the designated area of the driveway entrance or along the front, adjacent street, where allowed by the City of Houston, Texas.

### Rule II. - Guests and Invitees

All guests and invitees must park along the designated area of the driveway entrance or along the front, adjacent street. Numbered parking spaces are assigned and reserved for residents only. Residents are responsible for parking violations committed by invitees and guests. All residents and their invitees and guests shall be jointly and severally responsible for parking violations.

### Rule III - Road Worthiness: Vehicle Condition

Inoperable vehicles shall not be parked in assigned parking spaces or in common areas. All vehicles must be operable and in good condition. All vehicles, including motor cycles, must be equipped with a valid license tag and current state inspection sticker. For purposes of this section, a vehicle is presumed inoperable if the registration sticker or inspection sticker is invalid.

### Rule IV - Other Vehicles

Mobile homes are not allowed on the property under any circumstances. Recreational vehicles, campers, trailers, boats, utility trailers and commercial vehicles (larger than passenger vans and/or pickup trucks) shall not be parked or stored upon the property. Such items may be brought onto the property for loading, unloading and other brief preparations.

### Rule V. - Grass or Sidewalks

Residents and guests are prohibited from parking and/or operating any motorized vehicle on the grass and/or sidewalk areas of the property. Operation of racing carts, go carts, dune buggies, motorcycles, dirt bikes, and all other motorized vehicles on the property is strictly prohibited.

DUE PROCESS

Offense

Failure to abide by one or more of the above-stated parking rules constitutes an Offense. A parking violation sticker will be placed on the vehicle advising the owner of the infraction. The Association may send a written (certified receipt-registered letter) reprimand advising of the parking rules/regulation infraction when possible. The offense is logged and kept as part of a continuing file by the Association's Management Company.

Final Disposition

Failure to correct a violation of the Rules will result in the vehicle(s) being towed, or otherwise removed from the premises at the owner's expense without further notification.

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

May 21, 2003



*Beverly L. Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Exhibit " A "  
Page 2 of 2

COPY

SECOND AMENDMENT TO THE DECLARATION AND  
MASTER DEED KINGS VILLAGE TOWNHOMES

W705289  
20030512

THE STATE OF TEXAS     §

COUNTY OF HARRIS     §

This Second Amendment to the Declaration and Master Deed is made and executed the 15<sup>th</sup> day of May, 2003, by Donna Clark, as President of the KINGS VILLAGE TOWNHOMES ASSOCIATION, and Liz Dodson, as Secretary of the KINGS VILLAGE TOWNHOMES ASSOCIATION for the purpose of amending the Condominium By-Laws of Kings Village Townhomes, Exhibit "A" to Declaration and Master Deed Kings Village Townhomes, which Declaration is recorded in the Condominium Records of Harris County, in Volume 30, at Pages 1-7, under Clerk's File No. E-933404.

WHEREAS, the Owners of Units are empowered by the above-referenced Declaration and Master Deed to amend the Condominium By-Laws by approval of the owners of the majority of the percentage of values assigned to the Owners:

WHEREAS, the Owners have previously amended the Declarations by instrument filed of record on April 12, 1984 under Clerk's File No. J456387.

WHEREAS, the Owners of the majority of the percentage of values assigned to the owners in the Condominium Project have voted for the second amendment to the Condominium By-Laws:

NOW, THEREFORE, the President and Secretary certify that the following amendment(s) have been approved by the Owners of the majority of the percentage of values assigned to the Owners in the Condominium Projects:

Article VI, Section 12, of the Declaration and Master Deed Kings Village Townhomes Exhibit "A" Condominium By-Laws shall read as follows:

"Vehicles not in operating condition shall not be parked upon the premises of the Condominium Project (including but not limited to any and all assigned parking spaces) No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the parking of a vehicle therein."

Nothing herein is intended to alter, modify or amend the Declaration and Master Deed recorded in the Condominium Records of Harris County, in Volume 30, at Pages 1-7, under Clerk's File No. E-933404, except as specifically provided hereinabove.

IN WITNESS WHEREOF, the President and Secretary of the Association have caused this Amendment to Declaration and Master Deed to be executed the 15<sup>th</sup> day of May, 2003.

KINGS VILLAGE TOWNHOMES ASSOCIATION

By: Donna Clark  
Donna Clark, President

ATTEST.

By: Liz Dodson "Liz Dodson"  
Liz Dodson  
Secretary

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 15<sup>th</sup> day of May, 2003, by Donna Clark, President and Liz Dodson, Secretary of the KINGS VILLAGE TOWNHOMES ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



Kristi J. Snow  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

FILE FOR RECORD  
8:00 AM

MAY 30 2003

Benny L. Hoffman  
County Clerk, Harris County, Texas



OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK

186098

FILM CODE \_\_\_\_\_

KINGS VILLAGE TOWNHOMES-SECOND  
AMENDMENT TO THE DECLARATION  
AND MASTER DEED

THIS IS PAGE 1 OF 1 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE  
PROPERTY BECAUSE OF COLOR OR RACE IS VOID IN  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number  
stored herein by me and was duly RECORDED in the Clerk  
County, Texas on



MAY 30,  
Beverly

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

NO USE OF THE DESCRIBED REAL  
PROPERTY UNDER FEDERAL LAW

once on the date and at the time  
the Recorder of Real Property of Harris

2003

*B. Kayman*

CLERK  
HARRIS COUNTY TEXAS

RECORDER'S MEMORANDUM:

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