

5. Buildings shall mean the six (6) buildings (excluding the clubhouse) situated on the Land, all as more particularly described on the Plat.

6. By-Laws shall mean the By-Laws of the Association, a copy of which is attached hereto as Exhibit "C".

7. Common Elements shall mean the Land, Buildings, and all other improvements located on the Land, except for those portions herein defined as Apartments. Without limiting in any way the generality of the foregoing, the Common Elements shall include those items defined as "General common elements" in the Act, the swimming pool, the clubhouse, mail boxes, areas used for storage of janitorial supplies, maintenance equipment and materials, driveways and all apparatus and installations existing for common use, or necessary or convenient to the operation, maintenance, and use of the Project as a condominium.

8. Developer shall mean Realfin Company, a Texas corporation, and its successors and assigns, provided such successors or assigns are designated in writing by the preceding Developer as such.

9. Land shall mean the tract of land described on Exhibit "A" hereto.

10. Limited Common Elements shall mean those portions of the Common Elements reserved for the exclusive use of one or more Owners to the exclusion of other such Owners, such Limited Common Elements being more particularly designated as such on the Plat and being the patios, balconies and garages. Patios are designated by the prefix "CP" followed by the number of the Apartment to which they are assigned, balconies are designated by the prefix "B" followed by the number of the Apartment to which they are assigned, and garages are designated by the prefix "PS" followed by the number of the Apartment to which they are assigned. The garages are called "Parking Spaces" on the Plat.

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

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

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

14. Mortgage shall mean a mortgage, deed of trust or other instrument executed by an Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas, and creating a lien or security interest encumbering an Apartment and the Percentage Interest appurtenant thereto and securing the repayment of a loan.

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

16. Owner shall mean any person, firm, corporation, or other entity which owns, of record, title to an Apartment and the Percentage Interest appurtenant thereto.

17. Percentage Interest shall mean the undivided interest in and to the Common Elements associated with and appurtenant to each Apartment as set forth on the Plat. On the Plat the abbreviation "P.I." is used for "Percentage Interest".

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

19. Replacement Reserve Fund shall mean the reserve fund established pursuant to Article 4 hereof for maintenance, repairs, and replacements to Common Elements.

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

ARTICLE 2

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

Section 1. Use Restrictions. Except as provided in Article 10 hereof, each Owner shall use his Apartment solely for residential purposes, and no business, professional, or other commercial activity of any type shall be operated from or out of any Apartment or Common Element. No Owner shall use nor permit such Owner's Apartment nor any Common Element to be used for any purpose which (i) would void any insurance in force with respect to the Project, or (ii) would make it impossible to obtain any insurance required by this Declaration, or (iii) would constitute a public or private nuisance, which determination may be made by the Board in its sole discretion, or (iv) would constitute a violation of any applicable law, ordinance, rule or regulation (including the Rules and Regulations), or (v) would interfere, unreasonably, with the use and occupancy of the Project by other Owners. No part of any curtains, blinds, shades, draperies, or other window coverings visible from the exterior of any Apartment shall be used in any Apartment unless same are white or beige or other similar uniform color approved by the Board. No more than two (2) household pets shall be permitted as to each Apartment.

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

(a) No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any Apartment, or to take any such action with respect to the exterior of any of the Common Elements. Except as otherwise provided in Article 9 hereof, no Owner shall have any right to place any sign in or on any Apartment or elsewhere on the Project without the prior written consent of the Board. The

Board shall have the right to remove any sign so placed without permission.

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

(c) Each Owner shall maintain such Owner's Apartment (including the portions thereof which are not located within the physical boundaries of the Apartment) in good order and repair at all times. If any Owner shall fail to so maintain an Apartment, or any portion thereof, the Association shall have the right (but not the obligation) to perform such work as is necessary to put any such Apartment in good order and repair, and the cost thereof shall be deemed a debt of such Owner to the Association, payable on demand, and payment thereof shall bear interest and be secured in the same manner as for Maintenance Expense Charges as set out in Article 4, Section 5 hereof.

(d) The patios, balconies and garages shown on the Plat, as well as all other Limited Common Elements and the remainder of the Common Elements shall be maintained by the Association; the Owner of any Apartment as to which any Limited Common Elements are appurtenant shall have no right to modify, alter, repair, paint, improve, or take any other similar action with respect to such Limited Common Elements, it being the obligation of the Association under this Declaration to maintain such Limited Common Elements in a uniform and attractive manner for the benefit of all Owners; provided, however, each Owner shall have the right to decorate, redecorate, or improve the interior of the garage appurtenant to such Owner's Apartment (including the right to install, maintain, repair, and remove electronic garage door openers), provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any Building or any Common Element, and provided that all such action is performed in a good and workmanlike manner.

(e) Any Owner owning two (2) or more Apartments that adjoin may, with the prior written consent of the Board, remove portions of the walls between same and construct connecting doorways, provided that any such work is performed in a good and workmanlike manner and does not, in any way, impair the structural integrity, weaken the support, or otherwise adversely affect any Building, Apartment or Common Element. Prior to performing any such work the Owner shall submit plans and specifications therefor to the Board, who shall have the right to approve same; such work shall not be commenced until the plans and specifications therefor are so approved. The Board may impose reasonable requirements to insure the proper performance of any such work including requiring a bond or other security to insure payments of the cost thereof.

Section 3. Easements.

(a) The physical boundaries of the Apartments and the Common Elements, as the same are set out on Exhibit "B" hereto, shall be conclusively presumed to be the boundaries

of such areas, notwithstanding any settling, rising, or other movement of the Buildings or the Land, and regardless of any variances actually existing on the date hereof with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement for any encroachments arising out of any such variances, settling, rising, or other movement, and such easement shall exist so long as the Project exists as a condominium regime pursuant to the Act.

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

(c) There is hereby granted to the Association an easement in and to the Project for the purpose of maintaining and repairing the Common Elements in accordance with the terms and provisions of this Declaration.

ARTICLE 3

MANAGEMENT AND OPERATION OF PROJECT

Section 1. Management by Association. The affairs of the Project shall be administered by the Association. The Association shall have the rights, powers, and duties of a "Council of co-owners" as that term is used in the Act. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring, and operation of the Project as herein provided for, and as provided for in the By-Laws and in the Rules and Regulations. Without limiting the generality of the foregoing, the Association acting through the Board shall be entitled to enter into such contracts and agreements concerning the Project as a whole, the Common Elements, or the Buildings, as the Board deems reasonably necessary or appropriate to maintain and operate the Project as a viable residential condominium regime, including without limitation the right to grant utility and other easements for uses the Board shall deem appropriate, and the right to enter into agreements with adjoining or nearby land owners or associations or entities representing such land owners (including without limitation, associations [including associations formed in connection with condominium projects]) on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

Section 2. Membership in Association. Each Owner, including Developer, shall be a Member in the Association so long as he shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of an Apartment, howsoever achieved, including without limitation by foreclosure of a lien upon an Apartment, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association. If there are one or more Owners of an Apartment, then such Owners

shall designate one of their number as the Member in the Association, which designation shall be made in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. Any such Owners may designate the Member from among themselves in any manner they deem fit, and in the event that such Owners are unable to agree upon one of their number to be designated as the Member to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

Section 3. Initial Board of Directors; Election of First Board. The initial Board of Directors of the Association shall be Edgard Totah, Albert E. Totah, and John Carey. Such Board may increase its membership to five by electing two Members as Directors prior to the Election Date. Such Board shall serve until the "first Board of Directors" (sometimes hereinafter so referred to) is elected by the Members. The election of the first Board of Directors shall be held in accordance with the By-Laws upon the earlier to occur of (i) December 31, 1981 or (ii) within sixty (60) days after Developer has conveyed, by deeds duly executed and recorded, fifty (50) of the Apartments (the earlier of such dates is sometimes herein referred to as the "Election Date"). Thereafter, elections shall be held as set forth in the ByLaws.

Section 4. Meetings of the Board of Directors. The Board of Directors shall meet as set forth in the By-Laws.

Section 5. Voting of Members. Each Member, including Developer, shall have a vote or votes in the Association according to the Percentage Interest appurtenant to the Apartment or Apartments owned by such Member.

Section 6. Disputes. In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association, including appointment of committees to consider and recommend resolutions of any such disputes.

Section 7. Professional Management. The Board may retain such professional management as the Board deems appropriate to perform the day to day functions of the Association and to provide for the maintenance, repair, insuring, administration and operation of the Project as provided for herein and as provided for in the By-laws. Any contract made by the Association for such professional management, or providing for services by the Developer, shall be terminable without cause on ninety (90) days' written notice and shall have a maximum term of no more than three (3) years.

ARTICLE 4

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

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

shall be in proportion to such Owner's Percentage Interest. The Maintenance Expense Charge shall be assessed in accordance with the provisions hereinafter set forth.

Section 2. No Exemption from Obligation to Contribute the Maintenance Charge. No Owner is or shall be exempt from such obligation to so contribute by waiver of use of the Common Elements or any portion thereof, or because of any restriction of such uses in accordance herewith or with the Rules and Regulations.

Section 3. Budgets; Establishment of Maintenance Expense Charge and Replacement Reserve Fund. Upon the recording of this Declaration, the initial Board shall meet and establish a budget for the operation and maintenance of the Project for that portion of the calendar year then remaining, which budget shall set forth the Board's reasonable estimate of all expenses which the Association will incur in such operation and maintenance of the Project for the remainder of such year. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and shall establish a reasonable reserve fund, herein called the Replacement Reserve Fund, for maintenance, repairs, and replacements to Common Elements, including those that must be replaced on a periodic basis. Such initial budget, and those adopted thereafter, may also provide for ad valorem tax expenses of the Project if the taxing authorities having jurisdiction thereover have not then separately assessed and valued individual Apartments. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and establish such a budget for the next succeeding calendar year. Copies of each such budget shall be posted at the Project for inspection by the Owners. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the Common Elements and for the allowance for contingencies and the Replacement Reserve Fund for the calendar year in question, and the portion thereof allocable to each Owner, and each Owner shall be obligated to pay monthly, in advance, one-twelfth (1/12) of the portion of the Maintenance Expense Charge so allocated to such Owner. The Maintenance Expense Charge shall be allocated among those Owners obligated by this Declaration to pay same according to the respective Percentage Interests of such Owners.

Section 4. Special Assessments. If the Board at any time, or from time to time, determines that the Maintenance Expense Charge assessed for any period is insufficient to provide for the continued operation of the Project and the maintenance of the Common Elements, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such special assessment may be assessed because of casualty, condemnation, or other loss to any part of the Common Elements, or to make up for any deficiencies caused by nonpayment of Maintenance Expense Charges by Owners. Except as provided in Section 2(b) of Article 6 hereof, no special assessment shall be effective until the same is approved by Members holding at least a majority of the votes in the Association in writing or by a majority at any regular or special meeting of the Members. Any such special assessment shall be payable (and the payment thereof may be enforced)

in the manner herein specified for the payment of the Maintenance Expense Charge.

Section 5. Payment of Maintenance Expense Charge; Enforcement. One-twelfth (1/12) of the portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid by the tenth (10th) day of such month shall be deemed delinquent, and, without notice, shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid by the fifteenth (15th) day of such month, at the Board's election the Maintenance Expense Charge due from the delinquent Owner for the next twelve months shall be accelerated, shall become at once due and payable, and from the fifteenth (15th) day of such month until paid shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Maintenance Expense Charge for the next twelve months is not then known, it shall be deemed that the Maintenance Expense Charge for the next twelve months shall be the same per month as the then applicable monthly charge. If, after the Maintenance Expense Charge for the next twelve months has been accelerated by the Board, satisfactory payments of the Maintenance Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis. In order to secure payment of the Maintenance Expense Charge, the vendor's lien and superior title to each Apartment shall be and is hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by public sale without judicial proceedings. Each Owner, by accepting conveyance of an Apartment, irrevocably grants to the Association a power of sale so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed at public sale without judicial proceedings in the manner prescribed by law in the State of Texas. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to an Apartment, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable for the unpaid portion of the Maintenance Expense Charge attributable to the Apartment in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Maintenance Expense Charge, the Association may, acting through the Board, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

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

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

(c) The Association may change or place additional locks on such Owner's Apartment; and

(d) The Association may upon ten days' written notice purchase from such nonpaying Owner (and for this purpose each Owner hereby grants to the Association an option to so purchase) such nonpaying Owner's Apartment at a purchase price equal to the price at which such Owner originally purchased the Apartment less the reasonable expenses incurred by the Association in purchasing the Apartment and less the amount of the unpaid portion of the Maintenance Expense Charge giving rise to such option and less the balance of any debt secured by any Mortgage encumbering the subject Apartment (said option being expressly subordinate to any Mortgage on such nonpaying Owner's Apartment).

Section 6. Maintenance Fund. The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit, and welfare of the Project and the Owners.

ARTICLE 5

INSURANCE

Section 1. General Provisions. The Board shall obtain insurance (the premiums for which shall be paid from the Maintenance Fund) for the Project as follows (such insurance shall be in amounts designated by the Board unless any such amount is specified in this Declaration):

(a) Insurance on the Project against loss or damage by fire or by any and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full insurable replacement cost thereof. The full insurable replacement cost of the Project shall be determined annually by the Board, who may obtain an appraisal in making such determination, the cost of which shall be paid from the Maintenance Fund.

(b) Insurance on the Project against all loss or damage from explosion of boilers, heating apparatus, pressure vessels, and pressure pipes, if any, installed in, on, or about said Project in an amount not less than \$50,000 per accident per location.

(c) Comprehensive general liability insurance against claims for personal injury or death (minimum coverage of \$300,000) and property damage (minimum coverage of \$100,000) suffered by the public or any Owner, the family, agent, employee, or invitee of any Owner, occurring in, on, or about the Project or upon, in, or about the private drive-ways, roadways, walkways, and passageways, on or adjoining the Project, and at least \$1,000,000.00 in so called "umbrella" coverage. Any policy obtained pursuant to this subsection (c) shall contain a cross-liability endorsement whereby the rights of named insured shall not prejudice his, her, or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of an Owner or the Association because of the negligent acts of other Owners or the Association.

(d) Such worker's compensation insurance as may be necessary to comply with applicable laws.

(e) Employer's liability insurance.

(f) Fidelity bonds (minimum coverage of not less than one and one-half (1-1/2) times the annual estimated Maintenance Expense Charge for the period in question) indemnifying the Association, the Board, and the Owners from loss of funds resulting from fraudulent or dishonest acts of any director, manager, trustee, volunteer, or employee of the Association or of any other person handling the funds of the Association. Any policy delivered pursuant to this subsection (f) shall contain an endorsement covering all people who serve the Association without pay if the policy would not otherwise cover volunteers.

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

(h) Such other insurance in such reasonable amounts as the Board shall deem desirable, or as may be required from time to time by the Federal Home Loan Mortgage Corporation or other governmental agency or body as a prerequisite to the acquisition of a Mortgage by such corporation or other governmental agency or body.

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

Section 3. Future Laws and Subrogation. In the event that an insurance policy specifically designed to meet the insurance needs of condominium regimes hereafter becomes available in Texas, the Board shall be authorized to obtain such a policy provided that the coverage afforded thereby at least equals the coverage provided by the policies enumerated in this Article. Each Owner and the Association agree to and hereby waive all rights of subrogation against the Developer that they may have now or in the future under any property insurance policies.

Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his

Apartment and of the Limited Common Elements subject to his exclusive control, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided. Each Owner, at his own cost and expense, should carry an individual policy of liability insurance insuring against the liability of such Owner, inasmuch as liability insurance policies to be carried by the Association may, as to each Owner, be only with respect to his liability arising out of the ownership, maintenance, or repair of that portion of the Project which is not reserved for his exclusive use or occupancy.

ARTICLE 6

FIRE OR CASUALTY: REBUILDING

Section 1. Determination of Loss.

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

(b) In the event that fire or other casualty destroys the whole or more than two-thirds of the Buildings, which determination shall be made in the manner hereinabove set forth, and unless otherwise unanimously agreed upon by the Owners, all proceeds of insurance policies carried by the Association and the balance of the Maintenance Fund shall be delivered in accordance with the provisions of Section 3(b) of this Article 6, and the condominium regime established by this Declaration shall terminate. Upon such termination, the Apartments and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Interest previously owned by each Owner.

Section 2. Rebuilding.

(a) Unless it is determined that pursuant to Section 1(b) of Article 6 hereof the condominium regime established by this Declaration will terminate, then all proceeds of insurance policies carried by the Association with respect to such fire or casualty shall be paid and held in accordance with the provisions of Section 3(a) of this Article 6. The Board shall thereupon contract to repair or reconstruct the damaged portions of all Buildings and Common Elements in accordance with the original plans and specifications therefor and the funds held pursuant to Section 3 of this Article 6 shall be used for this purpose and disbursed in accordance with the terms of the contract of repair and rebuilding.

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

Section 3. Payment of Insurance Proceeds. All insurance proceeds and other funds received by the Association pursuant to this Declaration as a result of fire or other casualty loss causing damage or destruction to a Building or Common Element shall be disbursed to or for the benefit of the Owners in the following manner:

(a) If the damage for which such proceeds are being held is to be repaired or if the Building or Common Element with respect to which such proceeds are being held is to be reconstructed, then the proceeds shall be applied toward the cost thereof in accordance with the contract or contracts entered into by the Board, acting on behalf of the Association, to effect such repair or reconstruction. Any funds remaining after the payment of such cost shall be retained by the Board as a part of the Maintenance Fund or shall be paid to each Owner in accordance with each Owner's Percentage Interest, as the Board may determine.

(b) If it is determined that pursuant to Section 1(b) of this Article 6 hereof the condominium regime established by this Declaration will terminate, then the proceeds shall be disbursed to or for the account of the Owners in the respective Percentage Interest appurtenant to each Apartment as follows:

(i) For the payment of all sums unpaid on any first lien Mortgage on such Apartment.

(ii) For the payment of all taxes or assessments to the State of Texas or any political subdivision thereof then due, owing and unpaid.

(iii) For the payment of any unpaid Maintenance Expense Charge owing with respect to such Apartment.

(iv) For the payment of all sums unpaid on any other Mortgage on such Apartment.

(v) The balance remaining, if any, shall be paid to the Owner of such Apartment.

Section 4. Repair of Apartments. Each Owner shall be responsible for the reconstruction, repair, and replacement of all personal and other property in or a part of his Apartment and which is not a Common Element.

Section 5. Indemnity of Association. Subject to the provision of Section 3 of Article 5 hereof, each Owner shall be responsible for any costs not otherwise covered by insurance

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

ARTICLE 7

EMINENT DOMAIN

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

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

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

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

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

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

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

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

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

ARTICLE 8

AMENDMENTS TO DECLARATION; BY-LAWS

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

Section 2. Mortgagee Protections. Notwithstanding anything to the contrary contained herein, unless at least 75% of the Mortgagees, based on one vote for one Mortgage, and at least 75% of the Owners (other than the Developer) have given prior written approval, neither the Owners nor the Association shall be entitled to:

- (a) by act or omission, seek to abandon or terminate the condominium regime; or
- (b) subject to Section 3(d) of Article 7 hereof, change the pro-rata interest or obligations of any Apartment for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (ii) determining the pro-rata share of ownership of each Apartment and the Common Elements; or
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, except for granting public utility easements; or
- (d) partition or subdivide any Apartment.

ARTICLE 9

MISCELLANEOUS

Section 1. Partition. The Common Elements shall remain undivided and shall not be subject to an action for

partition or division so long as the Project is maintained as a condominium regime in accordance with the terms and provisions hereof. In any event, no such partition may be effected until consent is had from all Mortgagees or all Mortgages are paid in full.

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

Section 3. Enforcement. The Board, or any Owner, shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity, or the Board, after ten (10) days prior written notice to the Owner in question, may pursue any of the remedies provided for in Section 5 of Article 4 hereinabove. Failure by the Board or any Owner or Owners to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions hereof. All remedies available to the Board shall be cumulative and not exclusive.

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

Section 5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation, and enjoyment of the Common Elements and the Project may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of an Apartment, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

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

Section 7. Mortgagee Matters. Any Mortgagee, upon reasonable notice, shall be entitled to examine the books and records of the Association. Further, upon written request, any Mortgagee shall be entitled, with respect to any Apartment as to which it has a Mortgage, to written notification from the Association of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Association, or the By-Laws which is not cured within sixty (60) days. The Association, upon request, shall notify all Mortgagees of any damage to the Apartment covered by such Mortgagee's Mortgage that is in excess of \$1,000.00 and of any damage to the Common Elements that is in excess of \$10,000.00.

Section 8. Easements. Prior to the Election Date the Board shall have the right to grant to utility companies and other similar entities such easements, rights-of-way, and other rights as may be reasonably necessary to service the

Project and establish, operate or maintain the same as a viable condominium project.

Section 9. Easement for Signs. Developer hereby grants to Edgard Totah, Trustee, and to his successors and assigns, the right to maintain on the Land one or more signs in connection with the development of and sale of parts or all of the Land, the Development Land, or both, and the improvements located thereon.

ARTICLE 10

ANNEXATION OF ADDITIONAL PROPERTY

Developer hereby declares that it presently contemplates that at a future time the Project may be expanded (but Developer does not hereby obligate itself to expand the Project) by adding thereto additional parcels of land together with the improvements thereon, such parcels of land being more particularly described on Exhibit "E" attached hereto. Such property as may be annexed may contain a contemplated additional 72 apartments, although the exact number may vary due to design or planning changes which may hereafter occur. In no event will the property annexed contain, in the aggregate, more than 100 apartments. Such additional property may be annexed in whole or in part, from time to time, and at more than one time, in order that such additional property may become a part of the Project described and defined in this Declaration, which annexation may be accomplished within five (5) years from the date of this Declaration without the assent of the Association, the Board, any Owner or any Mortgagee, it being the intention of this instrument that such additional property may be annexed during such period at the sole discretion of Developer without the consent of any other party whatsoever. The provisions of this Article 10 shall become effective on, but not before, the date on which there is filed for record in the office of the County Clerk of Harris County, Texas a certificate of annexation ("Certificate"), signed and acknowledged by Developer and the owner of record title to the property being annexed, which certificate shall describe the property which then constitutes the Project, refer to this Declaration and declare that it is desired and intended that the provisions of this Article 10 shall become effective and, therefore, that this Declaration shall apply to and affect the property described in the Certificate. The Certificate so recorded shall specify the number of apartments which are being added and annexed to the Project by reason of the filing for record of such Certificate. The Developer may cause to be recorded as many separate Certificates as may be desired by Developer from time to time, and at any time, to effect the annexation of the property described on Exhibit "E" hereto, together with the improvements then situated thereon. Developer further reserves the right, at any time and from time to time, without requesting or receiving the assent or consent of any Owner or any Mortgagee, to replat, amend the recorded plat, modify, alter or otherwise change the legal or other status or configuration of the property to be annexed, to grant easements, and to otherwise take such action as may be deemed necessary by Developer to satisfactorily expand the Project. Each Owner hereby appoints Developer as its attorney-in-fact for the purpose of effecting the provisions of this Article 10, and the power hereby granted to Developer shall be, and is, a power coupled with an interest and is irrevocable. Upon the recordation of a Certificate in compliance with the provisions of this Article

10 adding additional property to the Project, this Declaration shall further apply to and affect all of the property described in this Declaration and the property described in any such Certificate, and shall also bind all Owners of any part of such property with the same effect as if the property described in the Certificate were originally subject to and described in this Declaration. Thereafter, the powers and responsibilities of the Board shall be coextensive with regard to all property included within the expanded Project and the Board shall, pursuant to the provisions of this Declaration, constitute the Board for the entire Project, as expanded, and the rights, obligations and duties of each Owner shall be the same and identical to the rights, obligations and duties of the Owners prior to the recordation of such Certificate, except as each Owner's Percentage Interest may be modified in accordance with this Declaration upon any such annexation of additional property, it being specifically recognized and acknowledged that each Owner's Percentage Interest, as a percentage, may be reduced by such annexation. The Board shall thereupon continue to maintain one Maintenance Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair and operation of the expanded Project and in all respects and meanings, the Project (as expanded) shall be deemed to be a single condominium project for the purposes, and in accordance with the provisions, of this Declaration and the Act. Upon the annexation of additional property by the recordation of one or more Certificates in accordance with this Article 10, the Percentage Interest for each Apartment shall automatically become equal to (i) the number of square feet within each Apartment divided by (ii) the total number of square feet within all Apartments in the Project after the annexation is completed times (iii) 100. In no event shall any Percentage Interest be reduced to an amount less than .33333. Any Certificate recorded in accordance with Article 10 shall set forth the new Percentage Interest appurtenant to each Apartment within the expanded Project. This Declaration, including but not limited to this Article 10, does not presently create any interest in or with respect to the property described on Exhibit "E" hereto, and this Declaration shall not affect in any manner all or any part of such property unless and until a Certificate is filed with respect thereto in accordance with this Article 10.

EXECUTED as of the 20th day of September, 1978.

REALFIN COMPANY,

By 
Edgard Totah, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

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

Gary Rudlin
Notary Public in and for
Harris County, Texas
My commission expires 1/13/79

DESCRIPTION OF 4.3625 ACRE TRACT

Description of 4.8625 acres of land out of the 7.9965 acre Greenfield Oaks Apartments plat recorded in Volume 256, Page 23 of the Map Records of Harris County, Texas and being more fully described by metes and bounds as follows:

COMMENCING AT THE southeast corner of said Greenfield Oaks Apartments plats;

THENCE N 0° 03' 47" W 161.24 feet to the POINT OF BEGINNING;
 THENCE S 89° 56' 13" W 94.0 feet for corner;
 THENCE S 0° 03' 47" E 149.92 feet for corner;
 THENCE S 89° 56' 13" W 26.0 feet for corner;
 THENCE N 0° 03' 47" W 149.92 feet for corner;
 THENCE S 89° 56' 13" W 72.78 feet for corner;
 THENCE S 53° 04' 01" W 39.86 feet for corner;
 THENCE S 89° 56' 13" W 64.33 feet for corner;
 THENCE S 0° 03' 47" E 126.0 feet for corner;
 THENCE S 89° 56' 13" W 26.0 feet for corner;
 THENCE N 0° 03' 47" W 126.0 feet for corner;
 THENCE S 89° 56' 13" W 71.78 feet for corner;
 THENCE S 0° 03' 47" E 80.0 feet for corner;
 THENCE S 89° 56' 13" W 125.34 feet for corner;
 THENCE N 0° 03' 47" W 30.0 feet for corner;
 THENCE N 89° 56' 13" E 61.33 feet for corner;
 THENCE N 0° 03' 47" W 160.39 feet for corner;
 THENCE S 89° 56' 13" W 64.31 feet for corner;
 THENCE N 0° 02' 58" W 182.0 feet for corner;
 THENCE N 89° 56' 13" E 64.27 feet for corner;
 THENCE N 0° 03' 47" W 160.0 feet for corner;
 THENCE S 89° 56' 13" W 61.23 feet for corner;
 THENCE N 0° 03' 47" W 30.0 feet for corner;
 THENCE N 89° 56' 13" E 125.22 feet for corner;
 THENCE S 0° 03' 47" E 80.0 feet for corner;
 THENCE N 39° 56' 13" E 71.78 feet for corner;
 THENCE N 0° 03' 47" W 133.66 feet for corner;
 THENCE N 89° 56' 13" E 26.0 feet for corner;

THENCE S 0° 03' 47" E 133.66 feet for corner;

THENCE N 39° 56' 13" E 64.33 feet for corner;

THENCE S 53° 11' 35" E 39.51 feet for corner;

THENCE N 89° 56' 13" E 73.05 feet for corner;

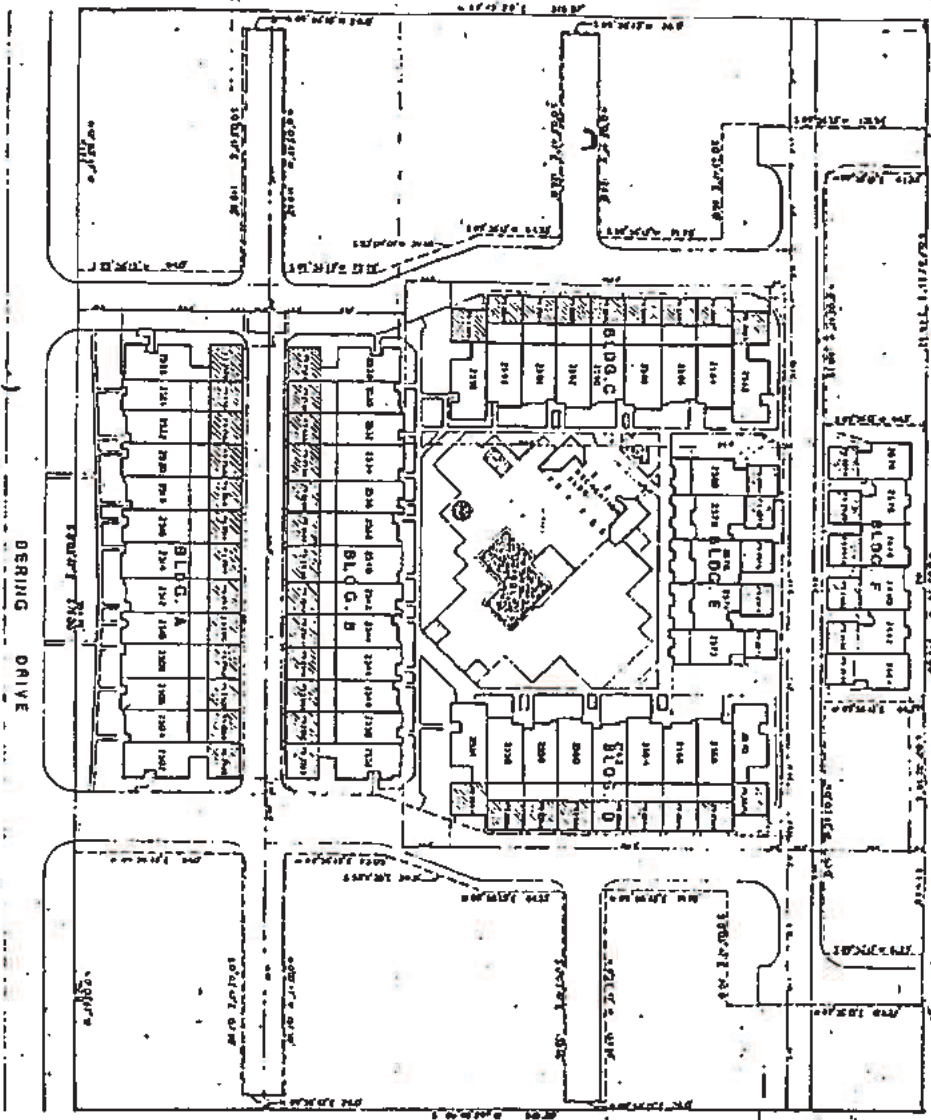
THENCE N 0° 03' 47" W 157.98 feet for corner;

THENCE N 89° 56' 13" E 26.0 feet for corner;

THENCE S 0° 03' 47" E 157.98 feet for corner;

THENCE N 89° 56' 13" E 94.0 feet for corner;

THENCE S 0° 03' 47" E 354.76 feet to the POINT OF BEGINNING,
being an irregularly shaped parcel of land identified as
Greenfield Oaks Townhomes, Phase I, and containing 4.9625 acres
of land, more or less.



NOTICE: This plan is submitted for the purpose of recording the same. It is not intended to constitute an offer of any securities. The offering of securities will be made by a prospectus to be filed with the Securities and Exchange Commission. The offering of securities will be made by a prospectus to be filed with the Securities and Exchange Commission. The offering of securities will be made by a prospectus to be filed with the Securities and Exchange Commission.

UNIT ASSIGNMENT

UNIT	ASSIGNED	DATE	UNIT	ASSIGNED
101	UNIT 101	1/1/78	101	UNIT 101
102	UNIT 102	1/1/78	102	UNIT 102
103	UNIT 103	1/1/78	103	UNIT 103
104	UNIT 104	1/1/78	104	UNIT 104
105	UNIT 105	1/1/78	105	UNIT 105
106	UNIT 106	1/1/78	106	UNIT 106
107	UNIT 107	1/1/78	107	UNIT 107
108	UNIT 108	1/1/78	108	UNIT 108
109	UNIT 109	1/1/78	109	UNIT 109
110	UNIT 110	1/1/78	110	UNIT 110
111	UNIT 111	1/1/78	111	UNIT 111
112	UNIT 112	1/1/78	112	UNIT 112
113	UNIT 113	1/1/78	113	UNIT 113
114	UNIT 114	1/1/78	114	UNIT 114
115	UNIT 115	1/1/78	115	UNIT 115
116	UNIT 116	1/1/78	116	UNIT 116
117	UNIT 117	1/1/78	117	UNIT 117
118	UNIT 118	1/1/78	118	UNIT 118
119	UNIT 119	1/1/78	119	UNIT 119
120	UNIT 120	1/1/78	120	UNIT 120

BLDG.	FIRST FLOOR	SECOND FLOOR
A	201-208	209-216
B	217-224	225-232
C	233-240	241-248
D	249-256	257-264
E	265-272	273-280
F	281-288	289-296

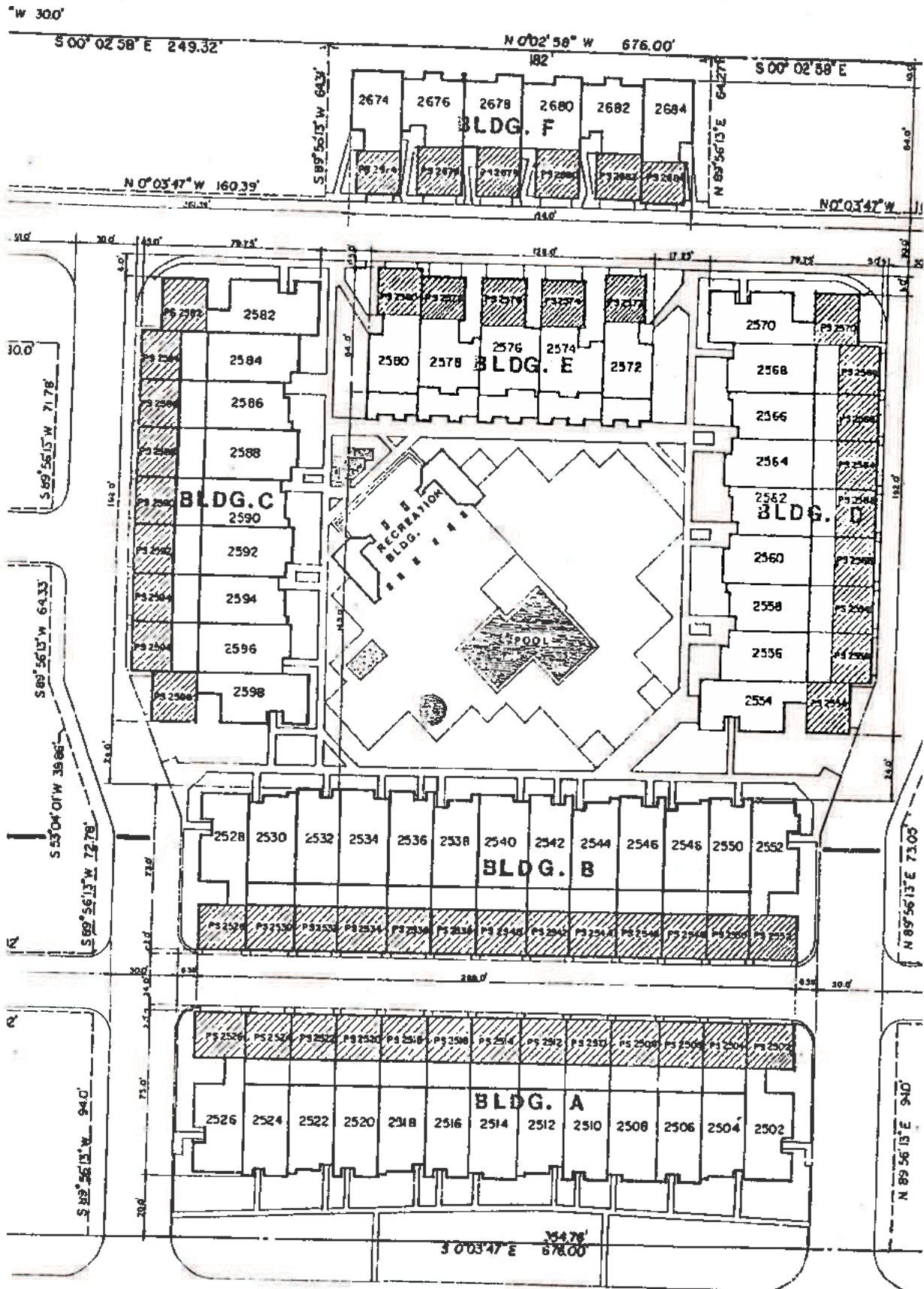
GREENFIELD OAKS
TOWNHOMES PHASE I

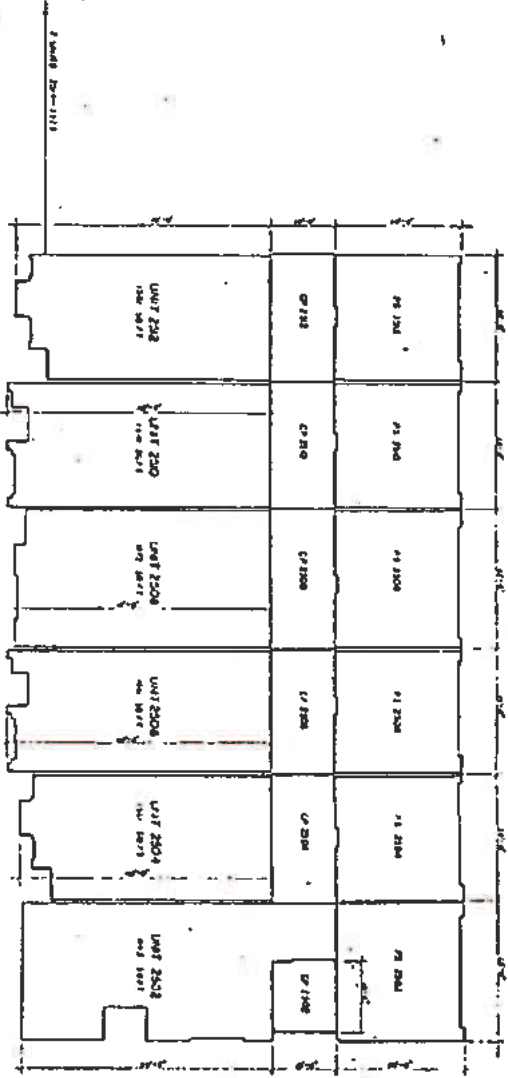


A. M. [Name]
Surveyor
No. [Number]
State of [State]

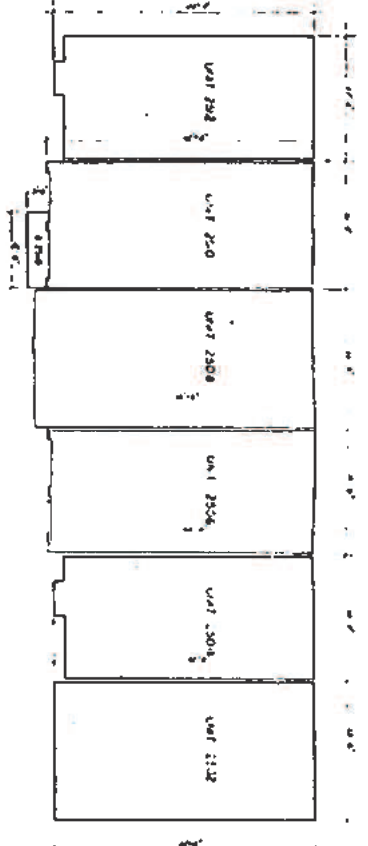
EXHIBIT 9

1st Edition
1st Edition
1st Edition





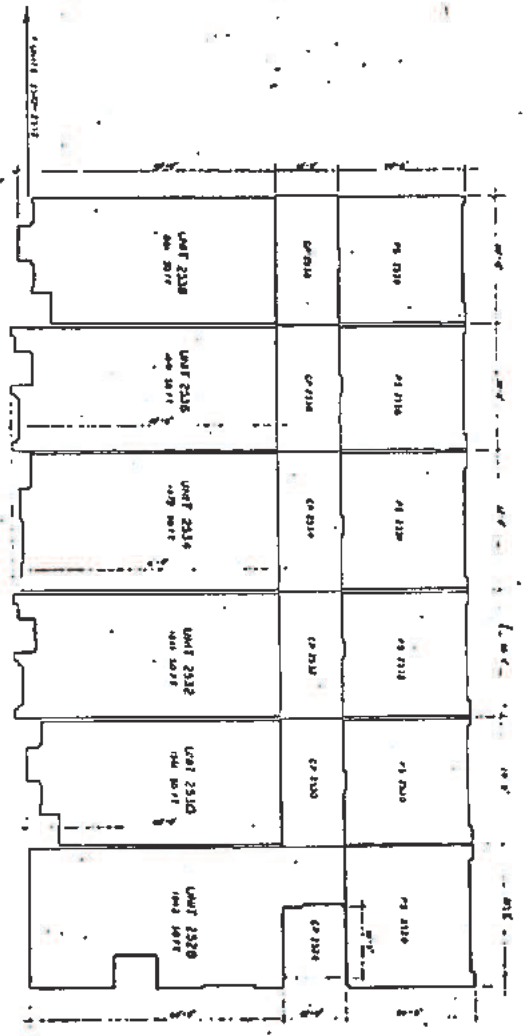
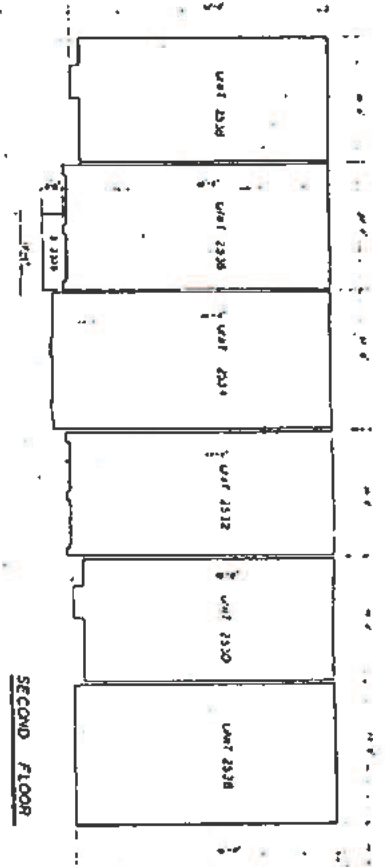
FIRST FLOOR



SECOND FLOOR

GREENFIELD OAKS
 BLDG A
 07-1-11
 10/1/11

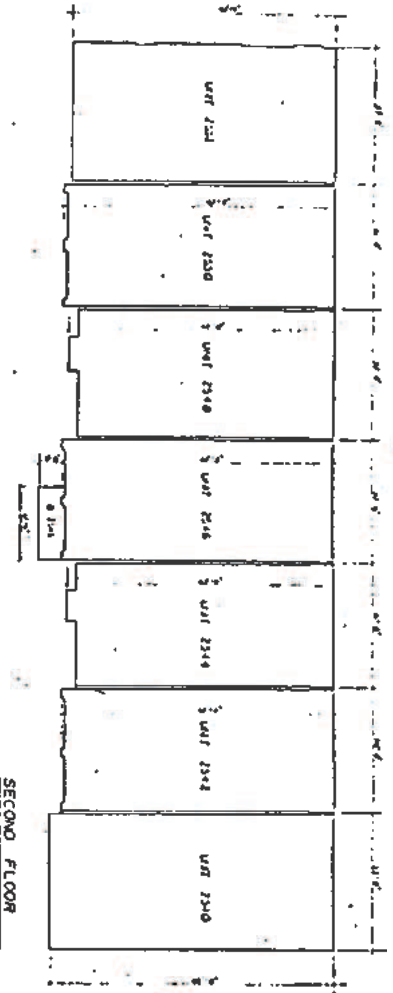
EXHIBIT B-A
UNIT 2518
UNIT 2520
UNIT 2508
UNIT 2506
UNIT 2504
UNIT 2522



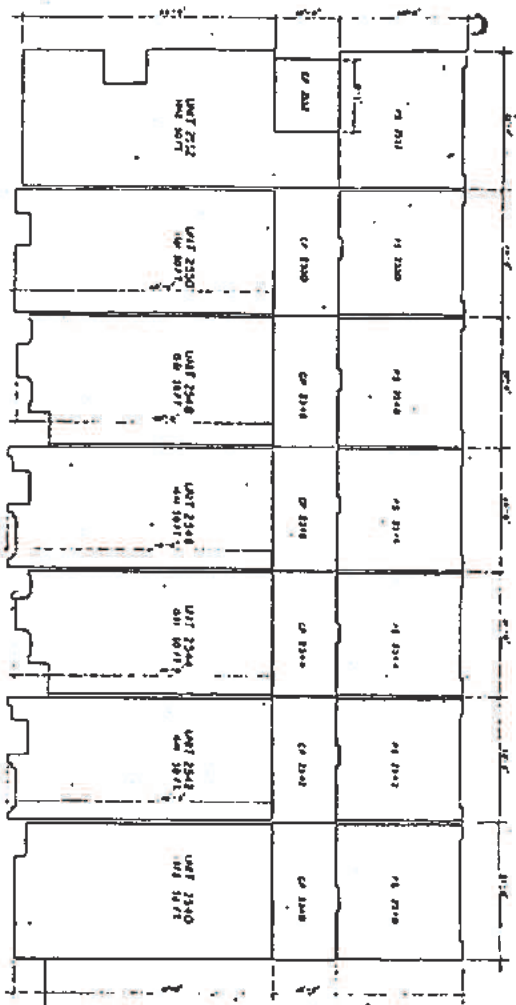
BLDG B
GREENFIELD OAKS
EXHIBIT B-8



UNIT 2328	DATE



SECOND FLOOR



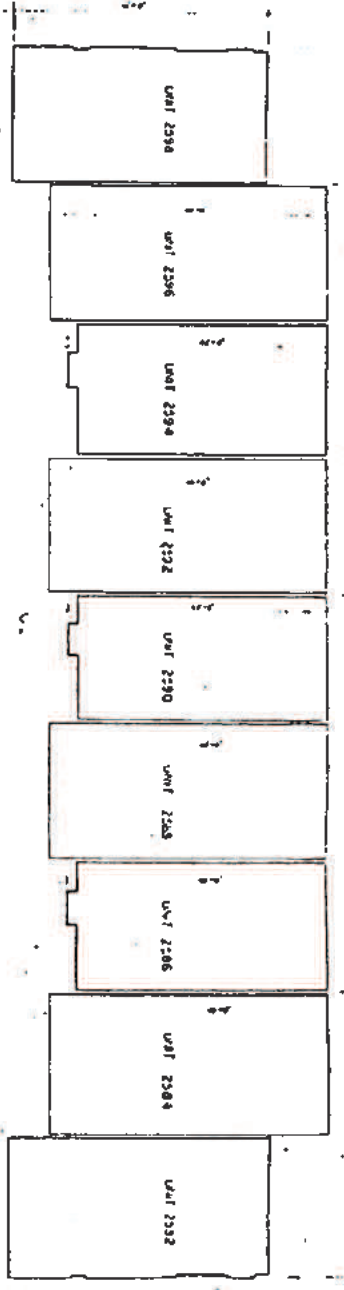
FIRST FLOOR

GREENFIELD OAKS

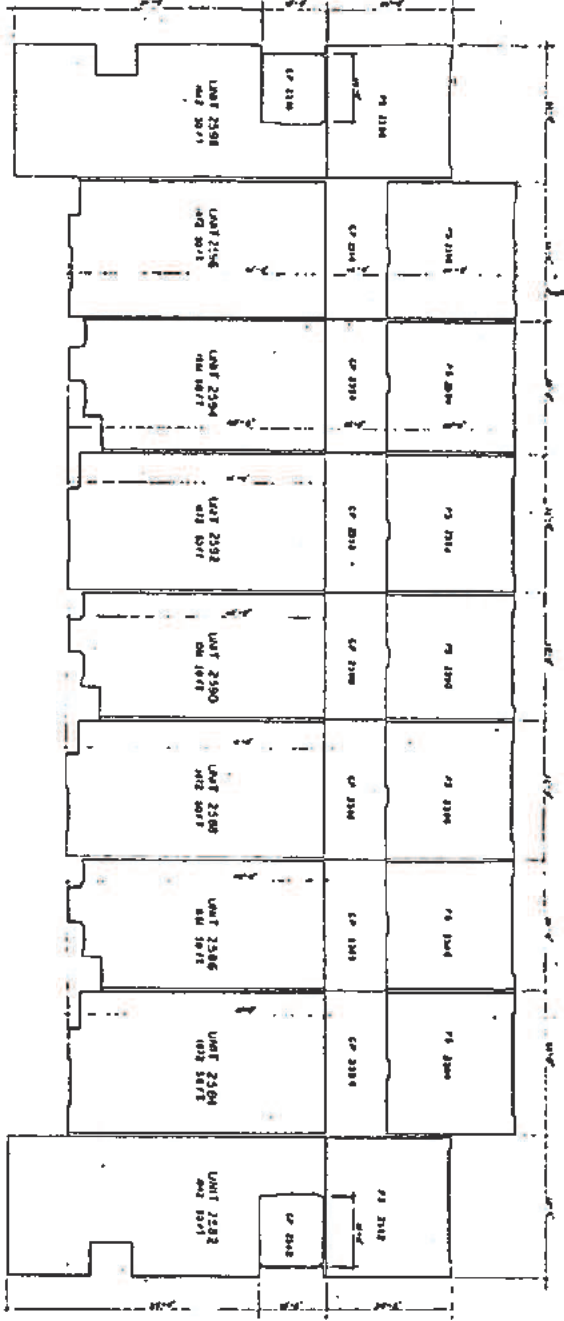
BLDG B



EXHIBIT B-B
NO. 1000
DATE
BY



SECOND FLOOR



FIRST FLOOR

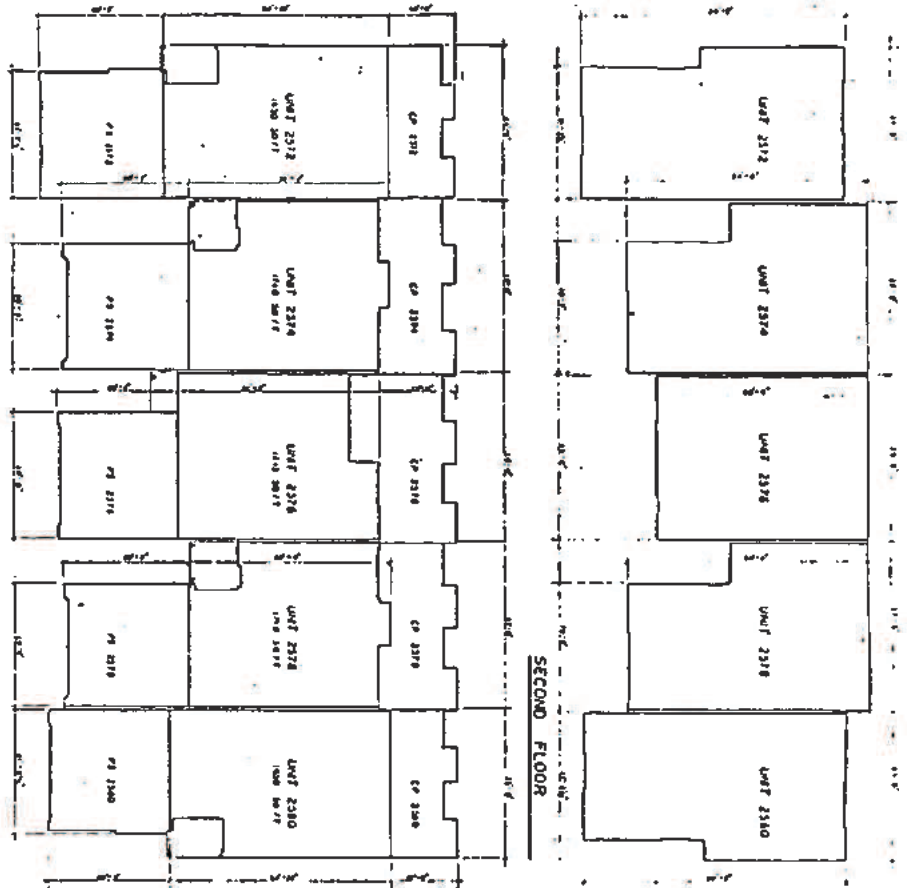
BLDG C

GREENFIELD OAKS

EXHIBIT B-C

UNIT 2398	UNIT 2396	UNIT 2394	UNIT 2392	UNIT 2390	UNIT 2388	UNIT 2386	UNIT 2384	UNIT 2382
402 SQ FT	402 SQ FT	402 SQ FT	402 SQ FT	402 SQ FT	402 SQ FT	402 SQ FT	402 SQ FT	402 SQ FT





FIRST FLOOR

SECOND FLOOR

BLDG E

GREENFIELD OAKS

EXHIBIT B-E	
UNIT 2312 & 2314	
DATE: 11/17/11	SCALE: AS SHOWN

EXHIBIT "E"

PARCELS OF LAND SUBJECT
TO ANNEXATION

Description of an irregularly shaped parcel of land being out of the Greenfield Oaks Apartments plat recorded in Volume 256, Page 23 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Greenfield Oaks Apartments plat;

THENCE N 89° 45' 29" E 515.37 feet for corner;

THENCE N 0° 03' 47" W 161.24 feet for corner;

THENCE S 89° 56' 13" W 94.0 feet for corner;

THENCE S 0° 03' 47" E 149.92 feet for corner;

THENCE S 89° 56' 13" W 26.00 feet for corner;

- THENCE N 0° 03' 47" W 149.92 feet for corner;

THENCE S 89° 56' 13" W 72.78 feet for corner;

THENCE S 53° 04' 01" W 39.86 feet for corner;

THENCE S 89° 56' 13" W 64.33 feet for corner;

THENCE S 0° 03' 47" E 126.00 feet for corner;

THENCE S 89° 56' 13" W 26.0 feet for corner;

THENCE N 0° 03' 47" W 126.00 feet for corner;

THENCE S 89° 56' 13" W 71.78 feet for corner;

THENCE S 0° 03' 47" E 80.00 feet for corner;

THENCE S 89° 56' 13" E 125.34 feet for corner;

THENCE N 0° 03' 47" W 30.00 feet for corner;

THENCE N 89° 56' 13" E 61.33 feet for corner;

THENCE N 0° 03' 47" W 160.39 feet for corner;

THENCE S 89° 56' 13" W 64.31 feet for corner;

THENCE S 0° 02' 58" E 249.32 feet to the POINT OF BEGINNING, being 1.5885 acres of land, more or less, lying entirely within the boundaries of the Greenfield Oaks Townhomes Tract and entirely outside of the Greenfield Oaks Townhomes Phase I property.

FIRST AMENDMENT TO CONDOMINIUM DECLARATION
FOR GREENFIELD OAKS TOWNHOMES PHASE I

This FIRST AMENDMENT TO CONDOMINIUM DECLARATION ("First Amendment") is executed this 6th day of November, 1978 by REALFIN COMPANY, a Texas corporation ("Developer").

R E C I T A L S

I. By instrument ("Declaration") styled "Condominium Declaration Greenfield Oaks Townhomes Phase I", dated September 20, 1978 and recorded in Volume 83, Page 125 of the Condominium Records of Harris County, Texas, Developer, as owner of the tract of land described on Exhibit "A" to the Declaration, subjected such tract of land and the improvements situated and to be situated thereon to a condominium regime. Reference is hereby made for all purposes to the Declaration and the Declaration is hereby incorporated herein by this reference as if set verbatim. All defined terms used in the Declaration shall have the same meaning when used herein.

Handwritten initials

II. Developer, pursuant to Article 8 of the Declaration, has the right to amend the Declaration at any time prior to the Election Date. The date hereof is prior to the Election Date.

III. Developer desires to amend the Declaration.

A M E N D M E N T S

1. The first sentence of Section 1 of Article 2 of the Declaration is amended to provide as follows:

(a) Except as provided in Article 11 hereof, each Owner shall use his Apartment solely for residential purposes, and no business, professional, or other commercial activity of any type shall be operated from or out of any Apartment or Common Element.

2. The following is hereby added to the Declaration:

ARTICLE 11

FURTHER DEVELOPMENT AND SPECIAL USE OF APARTMENTS

Section 1. Further Development. Reference is hereby made to the fact that Developer currently owns other tracts or parcels of land adjoining the Land, such other tracts or parcels of land being hereinafter referred to as the "Development Land". It is currently contemplated by Developer that the Development Land will be developed in various stages or phases for residential purposes; however, the foregoing is only a current intention and is subject to change without notice, and Developer does not warrant, represent or covenant that it will develop all or any portion of the Development Land.

Section 2. Special Use of Apartments. Developer hereby grants and conveys to Edgard Totah, Trustee, and to his successors and assigns, the exclusive right to use, as a sales office and as model apartments, Apartments

2502, 2504, 2506 and 2508. It is contemplated that same will be used by Developer and Edgard Totah, Trustee, and his successors and assigns as a sales office and model apartments in conjunction with development of the Project and further developments (if any) on the Development Land, and the rights hereby granted to Edgard Totah, Trustee by this Section 2 of Article 11 are limited to such use. The rights granted pursuant to this Section 2 of this Article 11 shall expire on the earlier to occur of (i) the date on which all development and sales on the Development Land and the Land are completed; (ii) the date on which Edgard Totah, Trustee, or his successors or assigns releases, by written instrument, such rights; or (iii) December 31, 1985. Upon termination of the rights hereinabove granted in this Section 2 of Article 11, or earlier at Developer's option, Developer may at its election convey or lease Apartments 2502, 2504, 2506 and 2508 to such party or parties as it deems appropriate.

NO OTHER MODIFICATION

Except as herein expressly modified, each of the terms, provisions and conditions of the Declaration shall remain in full force and effect, it being the sole intent of this First Amendment to amend the Declaration as herein provided.

EXECUTED as of the date first above written.

REALFIN COMPANY

By *[Signature]*

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared *Edgard Totah, President* of REALFIN COMPANY, a corporation, known to me to be the person and officer 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 the *6* day of *November*, 19 *78*



Patricia M. Fuller
Notary Public in and for
Harris County, Texas
My commission expires: _____

FATRICIA M. FULLER
Notary Public in and for Harris County, Texas
My Commission Expires September 30, 1980

FILED

Nov 9 3 26 PM 1978

[Signature]
COUNTY CLERK
HARRIS COUNTY TEXAS

10-26-78

GREENFIELD OAKS TOWNHOMES
PHASE I

A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 89 PAGE 118

STATE OF TEXAS
COUNTY OF HARRIS

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

NOV 13 1978



P. J. ...
COUNTY CLERK,
HARRIS COUNTY, TEXAS

EASEMENT AND AGREEMENT

12/09/81 Doc#24766 H254985 \$ 11.00

STATE OF TEXAS §
 COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

IN COMPANY, a Texas corporation (hereinafter referred to as "Grantor") is the record title owner of the land described in the attached hereto and made a part hereof for all purposes (the "Property").

The Property is a part of a 7.996876 acre tract of land out of Greenfield Oaks Apartments, a subdivision in Harris County, Texas, according to the plat recorded in Volume 256 at Page 23 of the Map Records of Harris County, Texas (the "plat"). The plat provides that the streets located within the boundaries of the plat shall be "always available for the general use of said owners" of property located within the platted subdivision of Greenfield Oaks Apartments.

Grantor is the Developer under the Condominium Declaration of Greenfield Oaks Townhomes Phase I recorded in Volume 83, Page 125, as amended by instrument recorded in Volume 89, Page 118, of the Condominium Records of Harris County, Texas. Greenfield Oaks Townhomes Phase I lies wholly within the platted subdivision of Greenfield Oaks Apartments.

Grantor is the Declarant under the Declaration of Condominium of 2400 Bering Drive Townhomes, which condominium project lies wholly within the platted subdivision of Greenfield Oaks Apartments.

In addition to the rights reserved and established under the plat, Grantor desires to further ensure mutual access to and from the Property by all present and future owners of all or any part of the Property for purposes of ingress and egress, and to all utility services, including without limitation sanitary and storm sewer lines, subject to the obligation of Grantor and each and every condominium apartment owner on the Property to pay for those utility services, for the mutual benefit of and as a mutual burden on the Property and all condominium apartments hereafter located on the Property.

NOW, THEREFORE, pursuant to the Condominium Declaration of Greenfield Oaks Townhomes Phase I and for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant and establish a non-exclusive mutual easement in favor of all the present and future owners of all or any part of the Property over, in, and under all the streets and driveways in Greenfield Oaks Apartments subdivision according to the plat, for the following uses and purposes:

- (1) access for ingress and egress to and from the Property; and
- (2) for the perpetual enjoyment of access to any and all utility services serving the Property, including without limitation sanitary and storm sewer lines, subject to the obligation of Grantor and each condominium apartment owner to pay for those utility services;

TO HAVE AND TO HOLD for the use and benefit of and as a burden to Grantor and all owners of condominium apartments located on the Property.

In consideration of the use of the private streets within the plat, Grantor and all future owners of all or any part of the Property shall be required to pay their pro rata share of the cost and expense of maintaining the 30 ft. wide common private streets as shown on the plat, and the common sewer lines in and under those private streets. The pro rata share allocable to the Property shall be determined on the basis of the number of square feet of land comprising the Property or any part thereof compared to the number of square feet of land in Greenfield Oaks Townhomes Phase I. Grantor further agrees (1) that Grantor and all future owners of property in 2400 Bering Drive Townhomes shall be solely responsible for paying all the cost and expense of maintaining the 24 ft. wide private drives between buildings 8 and 9, buildings 10 and 11, and buildings 12 and 13, as shown on the plat, and the sewer lines in and under those private drives; and (2) that Grantor and all future owners of all or any part of the balance of the Property (excluding Greenfield Oaks Townhomes Phase I and 2400 Bering Drive Townhomes) shall be solely responsible for paying all the cost and expense of maintaining the 24 ft. wide private drives between buildings 18 and 19, buildings 16 and 17, and buildings 14 and 15, as shown on the plat (or on any replat thereof), and the sewer lines in and under those private drives. Additionally, Grantor agrees to repair at Grantor's expense any damage to any streets and driveways in the platted subdivision of Greenfield Oaks Apartments actually caused by Grantor during any construction undertaken by Grantor on the Property.

Grantor reserves, and shall have the continuing right for so long as Grantor owns any part of the Property, without the consent of the other owners or any mortgagee to amend this Easement and Agreement but only for the purpose of resolving or clarifying any ambiguities or conflicts, or correcting any inadvertent misstatements, errors or omissions, or to comply with the requirements of FHLMC, FNMA, the Veterans Administration or the Federal Housing Administration.

EXECUTED this 3rd day of December, 1981.

REALFIN COMPANY,
a Texas corporation

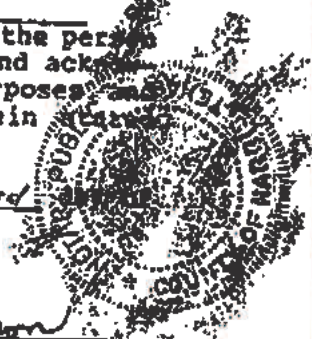
By: Edgard Totah
Edgard Totah
As its: President

002-86-2066

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Edgar Tash, the President of Realfin Company, 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 the act and deed of said corporation.

WITNESSED UNDER MY HAND AND SEAL OF OFFICE on this 3rd day of July, 1981.



Dixie Barron
Notary Public in and
for the State of Texas
Dixie Barron

My Commission Expires:
June 28, 1985

DIXIE BARRON
Notary Public State of Texas
My Commission Expires June 28, 1985
Bonded by L. Alexander Lovett, Lawyers Surety Corp.

Description of an irregularly shaped parcel of land being out of the Greenfield Oaks Apartments plat recorded in Volume 256, Page 23 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Greenfield Oaks Apartments plat;

THENCE N 89° 45' 29" E 515.37 feet for corner;
 THENCE N 0° 03' 47" W 161.24 feet for corner;
 THENCE S 89° 56' 13" W 94.0 feet for corner;
 THENCE S 0° 03' 47" E 149.92 feet for corner;
 THENCE S 89° 56' 13" W 26.00 feet for corner;
 THENCE N 0° 03' 47" W 149.92 feet for corner;
 THENCE S 89° 56' 13" W 72.78 feet for corner;
 THENCE S 53° 04' 01" W 39.86 feet for corner;
 THENCE S 89° 56' 13" W 64.33 feet for corner;
 THENCE S 0° 03' 47" E 126.00 feet for corner;
 THENCE S 89° 56' 13" W 26.0 feet for corner;
 THENCE N 0° 03' 47" W 126.00 feet for corner;
 THENCE S 89° 56' 13" W 71.78 feet for corner;
 THENCE S 0° 03' 47" E 80.00 feet for corner;
 THENCE S 89° 56' 13" E 125.34 feet for corner;
 THENCE N 0° 03' 47" W 32.00 feet for corner;
 THENCE N 89° 56' 13" E 61.33 feet for corner;
 THENCE N 0° 03' 47" W 160.39 feet for corner;
 THENCE S 89° 56' 13" W 64.31 feet for corner;
 THENCE S 0° 02' 58" E 249.32 feet to the POINT OF BEGINNING, being 1.5885 acres of land, more or less, lying entirely within the boundaries of the Greenfield Oaks Apartments plat and entirely outside of the Greenfield Oaks Townhomes Phase I property.

RECORDER'S MEMORANDUM

At the time of recording, 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.

Description of an irregularly shaped parcel of land being out of the Greenfield Oaks Apartments plat recorded in Volume 256, Page 23 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of said Greenfield Oaks Apartments plats;

- THENCE N 0° 02' 58" W 431.32 feet to the POINT OF BEGINNING;
- THENCE N 89° 56' 13" E 64.27 feet for corner;
- THENCE N 0° 03' 47" W 160.00 feet for corner;
- THENCE S 89° 56' 13" W 61.23 feet for corner;
- THENCE N 0° 03' 47" W 30.00 feet for corner;
- THENCE N 89° 56' 13" E 125.22 feet for corner;
- THENCE S 0° 03' 47" E 80.00 feet for corner;
- THENCE N 89° 56' 13" E 71.78 feet for corner;
- THENCE N 0° 03' 47" W 133.66 feet for corner;
- THENCE N 89° 56' 13" S 26.00 feet for corner;
- THENCE S 0° 03' 47" E 133.66 feet for corner;
- THENCE N 89° 56' 13" E 64.33 feet for corner;
- THENCE S 53° 11' 35" E 39.51 feet for corner;
- THENCE N 89° 56' 13" S 73.05 feet for corner;
- THENCE N 0° 03' 47" W 157.98 feet for corner;
- THENCE N 89° 56' 13" E 26.00 feet for corner;
- THENCE S 0° 03' 47" E 157.98 feet for corner;
- THENCE N 89° 56' 13" E 94.00 feet for corner;
- THENCE N 0° 03' 47" W 160.00 feet for corner;
- THENCE S 89° 45' 29" W 515.20 feet for corner;
- THENCE S 0° 02' 58" E 244.68 feet to the POINT OF BEGINNING being 1.5455 acres of land, more or less, lying entirely within the boundaries of the Greenfield Oaks Apartments plat and entirely outside of the Greenfield Oaks Townhomes Phase I Property.

RECORDED MEMORANDUM
At the time of recording, the instrument was found to be in compliance with the provisions of the Public Records Act of 1955, Chapter 256, Texas Statutes, and the instrument was recorded as such.

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in the Public Records 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 on

Page 2 of

DEC - 9 1981



Quita Lusk
COUNTY CLERK
HARRIS COUNTY, TEXAS

DEC 9 17 1981
FILED
HARRIS COUNTY, TEXAS

SECOND AMENDMENT TO CONDOMINIUM DECLARATION
FOR GREENFIELD OAKS TOWNHOMES PHASE I

This SECOND AMENDMENT TO CONDOMINIUM DECLARATION ("Second Amendment") is executed this 9 Day of February, 1989 by the President of Greenfield Oaks Townhomes Phase I Owner's Association, Inc. ("Association") on behalf of the owners of not less than two-thirds of the units at Greenfield Oaks Townhomes.

R E C I T A L S

I. By instrument ("Declaration") styled "Condominium Declaration Greefield Oaks Townhomes Phase I" dated September 20, 1978 and recorded in volume 83 page 125 of the Condominium Records of Harris County, Texas, Developer, as owner of the tract of land described in Exhibit "A" to the Declaration, subjected such tract of land and the improvements situated thereon to a condominium regime. Reference is hereby made for all purposes to the Declaration and the Declaration is hereby incorporated herein by this reference as if set out verbatim. All defined terms used in the Declaration shall have the same meaning when used herein.

II. Article 8 of the Declaration provides that the Declaration may be amended by an instrument in writing, signed by members having not less than two-thirds (2/3) of the votes in the Association entitled to vote thereupon...

III. At least two-thirds (2/3) of the members have voted to amend the Declaration at a meeting called for the purpose of voting on the proposed amendment or by proxy duly prepared and executed, all of which votes were recorded in the minutes of the Association.

IV. The Declaration, Article 5 INSURANCE, Section 2, POLICIES, the second sentence reads as follows: "All such policies of Insurance shall name as insured the Association, as trustee for each Owner in accordance with such Owner's Percentage Interest, and all Mortgagees, all as their respective interests may appear."

WHEREAS

The homeowners, as members of the Greenfield Oaks Townhomes Phase I, Owner's Association, Inc., to clarify by Amendment the second sentence of Section 2 of Article 5 of the Declaration by a vote of not less than two-thirds (2/3) of the members of the Association entitled to vote, which vote was duly recorded in the minutes of the Association and signed by the members, have voted to amend Article 5 § 2 of the Declaration,

NOW THEREFORE:

A M E N D M E N T

1. Article 5, Section 2, the second sentence is hereby amended to read as follows:

"All such policies of Insurance shall name as insured the Association. The Association shall hold any insurance proceeds as trustee for each Owner in accordance with such Owner's Percentage Interest, and all Mortgagees, all as their respective interests may appear."

* * * * *

NO OTHER MODIFICATION

Except as herein expressly modified and amended, each of the terms, provisions and conditions of the Declaration shall remain in full force and effect, it being the sole intent of this Second Amendment to amend the Declaration as herein provided.

EXECUTED this 9 day of February, 1989

GREENFIELD OAKS TOWNHOMES PHASE I
OWNER'S ASSOCIATION, INC.

BY [Signature]
President

FILED FOR RECORD
3:30 A.M.

ACKNOWLEDGEMENT

FEB 20 1989

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

[Signature]
County Clerk, Harris County, Texas

BEFORE ME, the undersigned authority on this day personally appeared Richard Menigum, President of Greenfield Oaks Townhomes Phase I Owner's Association, Inc., a non-profit corporation organized under the laws of the State of Texas, known to me to be the person and officer 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, as the lawful act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of Feb
uary, 1989

[Signature]
Notary Public in and for the State
of Texas

My Commission expires: _____

Name Printed: _____



AFTER RECORDING RETURN TO:

Greenfield Oaks Townhomes Phase I
Owners' Association, Inc.
c/o
Prime Site, Inc.
8955 Katy Freeway, Suite 301
Houston, Texas 77024-1627

AFTER RECORDING RETURN TO:

Greenfield Oaks Townhomes Phase I
Owners' Association, Inc.
c/o
Prime Site, Inc.
8955 Katy Freeway, Suite 301
Houston, Texas 77024-1627

**GREENFIELD OAKS TOWNHOMES;
PHASE 1 SECOND AMENDMENT;
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 157 PAGE 16**

**THIRD AMENDMENT TO CONDOMINIUM DECLARATION
FOR GREENFIELD OAKS TOWNHOMES PHASE I**

This THIRD AMENDMENT TO CONDOMINIUM DECLARATION ("Third Amendment") is executed this 13 day of July, 1995, by the President of Greenfield Oaks Townhomes Phase I Owners' Association, Inc. ("Association") on behalf of the owners of not less than two-thirds of the units at Greenfield Oaks Townhomes.

RECITALS

1. By instrument ("Declaration") styled "Condominium Declaration Greenfield Oaks Townhomes Phase I" dated September 20, 1978 and recorded in volume 83 page 125 of the Condominium Records of Harris County, Texas, Developer, as owner of the tract of land described in Exhibit "A" to the Declaration, subjected such tract of land and the improvements situated thereon to a condominium regime. Reference is hereby made for all purposes to the Declaration and the Declaration is hereby incorporated herein by this reference as if set out verbatim. All defined terms used in this Declaration shall have the same meaning when used herein.

2. Article 8 of the Declaration provides that the Declaration may be amended by an instrument in writing, signed by members having not less than two-thirds (2/3) of the votes in the Association entitled to vote thereupon...

3. At least two-thirds (2/3) of the members have voted in person to amend the Declaration at a meeting called for the purpose of voting on the proposed amendment or by voted by proxy duly prepared and executed, all of which votes were recorded in the minutes of the Association.

4. The Declaration, Article 3, MANAGEMENT AND OPERATION OF PROJECT, Section 1, MANAGEMENT BY ASSOCIATION, the fourth sentence reads as follows: "Without limiting the generality of the foregoing, the Association acting through the Board shall be entitled to enter into such contracts and agreements concerning the project as a whole, the Common Elements, or the Buildings, as the Board deems reasonably necessary or appropriate to maintain and operate the Project as a viable residential condominium regime, including without limitation the right to grant utility and other easements for uses the Board shall deem appropriate, and the right to enter into agreements with adjoining or nearby land owners or associations or entities representing such land owners (including without limitation, associations (including associations formed in connection with condominium projects)) on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest."

5. The Declaration, Article 4, MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND, SECTION 6, MAINTENANCE FUND, reads as follows: "The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit, and welfare of the Project and the Owners."

WHEREAS:

The homeowners, as members of the Greenfield Oaks Townhomes Phase I, Owner's Association, Inc., to clarify by Amendment the fourth sentence of ARTICLE 3, Section 1, and of ARTICLE 4, Section 6 of the Declaration, by a vote of not less than two-thirds (2/3) of the members of the Association entitled to vote, which vote was duly recorded in the minutes of the Association and signed by the members, have voted to amend ARTICLE 3, Section 1 and ARTICLE 4, Section 6 of the Declaration.

NOW THEREFORE:

AMENDMENT

1. Article 3, Section 1, the fourth sentence is hereby amended to read as follows:

"Without limiting the generality of the foregoing, the Association acting through the Board shall be entitled to enter into such contracts and agreements concerning the project as a whole, the Common Elements, or the Buildings, as the Board deems reasonably necessary or appropriate to maintain and operate the Project as a viable residential condominium regime, including without limitation the right to grant utility and other easements for uses the Board shall deem appropriate, and the right to enter into agreements with adjoining or nearby land owners or associations or entities representing such land owners (including without limitation, associations (including associations formed in connection with condominium projects)) on matters of maintenance, trash pick-up, repair, administration, operation of recreational facilities, or other matters of mutual interest."

2. The second sentence of Article 4, Section 6 is hereby deleted. Article 4, Section 6 is hereby amended to read as follows:

"The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project."

NO OTHER MODIFICATION

Except as herein expressly modified and amended, each of the terms, provisions and condition of the Declaration shall remain in full force and effect, it being the sole intent of this Third Amendment to amend the Declaration as herein provided.

EXECUTED this 13 day of July, 1995.

GREENFIELD OAKS TOWNHOMES PHASE I
OWNER'S ASSOCIATION, INC.

BY: [Signature]
DOUG D'ALBERTSON, President

ATTESTED BY:

[Signature]
BY: DAVONNE HETZGER, Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared DOUG D'ALBERTSON, President of Greenfield Oaks Townhomes Phase I Owner's Association, Inc., a non-profit corporation organized under the laws of the State of Texas, and DAVONNE HETZGER, Secretary of Greenfield Oaks Townhomes Phase I Owner's Association, Inc., a non-profit corporation organized under the laws of the State of Texas, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the lawful act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of July, 1995.

[Signature]
Notary Public in and for the
State of T E X A S



PREPARED IN THE OFFICES OF:

CAIN & CAIN, Attorneys at Law
430 Highway 6 South, Suite 204
Houston, TX 77079

AFTER RECORDING RETURN TO:

CAIN & CAIN, Attorneys at Law
430 Highway 6 South, Suite 204
Houston, TX 77079

VICE OF
F. B. KAUFMAN
HARRIS COUNTY, TEXAS

ORDS OF COUNTY CLERK

TOWNHOMES PHASE 1
TO CONDOMINIUM

1 OF 1 PAGES

CAMERA DESIGNATION MRG1

FILED
95 JUL 19 AM 8:42
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
FILE NO. 168487

GREENFIELD OAKS TOWNHOMES PHASE 1
THIRD AMENDMENT TO CONDOMINIUM
DECLARATION

THIS IS PAGE 1 OF 1 PAGES

REDUCTION 20x CAMERA DESIGNATION MRG1

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENT, OR USE OF THE PREMISES AND THE
PROPERTY OR PARTS OF THEM OR WHICH RESTRICTS THE POWER OF THE COUNTY CLERK TO TAKE THE
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 on



July 19, 1995
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS