

CONDOMINIUM DECLARATION  
FOR  
BRIAR STATION WEST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, BRIAR STATION WEST, a Joint Venture composed of Starnes Group, Inc. and Minberg Construction Company, Inc., joint venturers, hereinafter called the "Declarants" (whether one or more), are the owners of real property situated in the County of Harris, State of Texas, being described as follows:

1.5002 acres in the Charles Sage Survey, Abstract No. 697 in Houston, Harris County, Texas, being the South one-half (1/2) of Lot Twenty-two (22), Post Oak Place Estates, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 17, Page 17 of the Map Records of Harris County, Texas;

which property is described on the attached map or plat thereof marked Exhibit "A" which by this reference is made a part hereof; and

WHEREAS, Declarants, as Developers, desire to establish a condominium regime under the Condominium Act of the State of Texas; and

WHEREAS, Declarants have executed plans for the construction of ten (10) two-story buildings and other improvements appurtenant thereto on the property described in Exhibit "A" which when completed shall consist of thirty-five (35) separately designated condominium units; and

WHEREAS, Declarants do hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the 35 apartment units in the 10 apartment building improvements and the co-ownership, by the individual and separate owners thereof, as tenants in common, of all of the remaining property which is hereinafter defined and referred to as the general common elements;

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

1. DEFINITIONS, unless the context shall expressly provide otherwise.

(a) "Apartment" or "apartment unit" means an individual air space unit which is contained within the perimeter walls, floors, and ceilings of a building as shown on the map.

(b) "Condominium unit" means one individual apartment unit (air space unit) as shown on the recorded map, together with the interest in the general common elements appurtenant to such unit.

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

(d) "General Common Elements" means and includes:

(1) The land on which the buildings are located;

(2) The foundations, columns, girders, beams, supports, main walls, and roofs;

(3) The yards, gardens, parking areas, fences, carport structures, storage spaces, streets, service drives, walks, service easements and recreation areas.

(4) The installations consisting of the equipment and materials making up central services such as power, light, gas, swimming pools, tennis courts, recreation areas, office/mail building, and the like;

(5) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(e) "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of the owner of a condominium unit; carport parking areas, and patio areas indicated on map as appurtenant limited elements to a specific unit only, shall be deemed limited common elements.

(f) "Entire Premises" or "property" means and includes the land, the buildings, all improvements and structures thereon, and all rights, easements, and appurtenances belonging thereto.

(g) "Common Expenses" means and includes:

(1) All sums lawfully assessed against the general common elements by the Managing Agent or Board of Managers;

(2) Expenses of administration and management, maintenance, repair or replacement of the general common elements;

(3) Expenses agreed upon as common expenses by the owners; and

(4) Expenses declared common expenses by provisions of this Declaration and by the Bylaws.

(h) "Association of Unit Owners" or "association" means a Texas non-profit association (or corporation, formed pursuant to paragraph 13 hereof) the Bylaws of which shall govern the administration of this condominium property, the member of which shall be all of the owners of the condominium units.

(i) "Map", "survey map" or "plans" means and includes the engineering survey of the land locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements, same being herewith filed, labelled Exhibit "A" and incorporated herein.

2. The map shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any condominium unit. Such map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings, and all other improvements built or to be built on said land by Declarants; (3) floor plans and elevation plans of the building built or to be built thereon showing the location, the building designation, the apartment designation and the linear dimensions of each apartment unit, and the limited common elements; (4) the elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plane.

Declarants reserve the right to amend the map from time to time to conform same according to the actual location of any of the improvements and to establish, vacate and relocate easements and on-site parking areas.

3. The real property is hereby divided into the following separate fee simple estates:

(a) Thirty-five (35) fee simple estates consisting of thirty-five (35) separately designated apartment units, each such unit identified by number and by building symbol or designation on the map, the apartments in each building being described as follows:

BUILDING A - Containing four (4) apartments, numbered 1 through 4, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building A hereto attached, marked Exhibit " ".

BUILDING B - Containing three (3) apartments, numbered 5 through 7, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building B hereto attached, marked Exhibit " ".

BUILDING C - Containing three (3) apartments, numbered 8 through 10, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building C hereto attached, marked Exhibit " ".

BUILDING D - Containing four (4) apartments, numbered 11 through 14, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building D hereto attached, marked Exhibit " ".

BUILDING E - Containing four (4) apartments, numbered 15 through 18, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building E hereto attached, marked Exhibit " ".

BUILDING F - Containing three (3) apartments, numbered 19 through 21, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building F hereto attached, marked Exhibit " ".

BUILDING G - Containing three (3) apartments, numbered 26 through 28, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building G hereto attached, marked Exhibit " ".

BUILDING H - Containing four (4) apartments, numbered 22 through 25, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building H hereto attached, marked Exhibit " ".

BUILDING I - Containing four (4) apartments, numbered 29 through 32, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building I hereto attached, marked Exhibit " ".

BUILDING J - Containing three (3) apartments, numbered 33 through 35, inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building J hereto attached, marked Exhibit " ".

(b) The remaining portion of the entire premises, referred to as the general common elements, shall be held in common by the owners; the percentage interest in the general common elements attributable to and appurtenant to the respective apartments being set out in Exhibit " " hereto (at column 4 thereof), each such undivided interest being appurtenant to one of the apartments covered hereby as scheduled.

4. A portion of the general common elements is set aside and reserved for the exclusive use of individual owners, as appurtenant to the unit owned by such owner, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the owners of the unit to which same are allocated are the garage parking spaces and patio spaces which are shown on the map; storage areas immediately adjacent to the unit, and attic spaces directly over unit (if any) to which access is supplied only through that unit. Such spaces are allocated and assigned by the Declarants to the respective condominium units as indicated on Exhibit "B", inclusive, hereto attached, and in like manner, the garage parking spaces assigned to each apartment unit being designated by the apartment unit number preceded by the prefix "G". The patio assigned to each apartment unit is designated by the apartment unit number preceded by the prefix "P". Such limited common elements shall be used in connection with the particular apartment unit, to the exclusion of the use thereof by other owners except by invitation. Portions of the common area are intended as recreation areas, and

will be improved with a swimming pool and other recreational facilities. Reasonable regulations governing the use of said recreation facilities by owners and by their guests and invitees shall be promulgated by the Declarants and by the Board of Managers (after the same have been elected) and by Managing Agent. Such regulations shall be permanently posted at the pool enclosure and/or elsewhere in said recreational area, and all owners shall be furnished with a copy thereof. Each owner shall be required strictly to comply with said Rules and Regulations, and shall be responsible to the Board of Managers for compliance therewith by the members of his or her family, relatives, guests or invitees, both minor and adult.

Each apartment and the undivided interest in and to the general common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit; the limited common elements allocated to the unit shall likewise be appurtenant thereto and inseparable therefrom.

5. Every deed, lease, mortgage, trust deed or other instrument may legally describe a condominium unit by its identifying apartment number and building letter or designation as shown on the map, followed by the words "BRIAR STATION WEST" and by a reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the general common elements.

6. Declarants shall give written notice to the assessor of the creation of condominium ownership of this property, as is provided by law, so that each apartment unit and its percentage of undivided interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.

*each unit  
the pd  
use the unit*

7. A condominium unit may be held and owned by more than one person as joint tenants or as tenants in common or in any real property tenancy relationship recognized under the laws of the State of Texas.

8. The general common elements shall be owned in common by all of the owners of the apartment units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Subject to the provisions of paragraph (m) of Article (34), nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

9. Each owner shall be entitled to exclusive ownership and possession of his apartment. Each owner may use the general common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners. Nothing shall be altered or constructed on or removed from the common elements except upon written consent of the Board of Managers.

10. Each apartment shall be occupied and used by the owner only as and for single family residential dwelling for the owner, his family, his social guests or his tenants.

11. If any portion of the general common elements encroaches upon an apartment unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of an adjoining apartment unit or units, encroaches upon the general common elements a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment(s) and easement(s) shall not be considered or determined to be encumbrances either on the general common elements or the apartment units.

12. Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in an apartment unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the apartment unit of any other owner or against the general common elements for construction performed or for labor, materials, services or other products incorporated in the owner's apartment unit at such owner's request.

13. The administration of this condominium property shall be governed by the By-Laws of BRIAR STATION WEST CONDOMINIUM ASSOCIATION, a non-profit corporation hereinafter referred to as the "Association". A copy of the "By-Laws" is hereto attached and marked Exhibit "C" and incorporated herein; and same shall be deemed adopted by Declarants as sole owners of the property herein described, and all owners shall be bound thereby. Declarants may, at their election, cause to be formed a Texas non-profit corporation bearing said name, in which event such non-profit corporation shall be composed of owners of condominium units, as herein set out, and such non-profit corporation shall thereafter act and do all things to be done by "Association", and the said non-profit corporation, if formed, shall be bound by, adopt and observe as its By-Laws, the By-Laws hereto attached marked "Exhibit C". "Association" as herein used shall refer to the member owners as a group, both before and after incorporation. In the event of incorporation, a certified copy of the Certificate of Incorporation of BRIAR STATION WEST CONDOMINIUM ASSOCIATION shall be recorded which shall provide that three persons shall act as a Board of Managers who shall serve as the Managers until their successors have been elected and qualified. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Managing Agent shall be BRIAR STATION WEST, a joint venture, whose address is 1502 Augusta Drive, Houston, Texas, 77057, and the Managing Agent shall perform all of the duties of the Board of Managers and shall have and exercise all of the powers and functions, including assessments and collection of common expenses delegated hereunder to the Board of Managers and other officers of the Association, until the expiration of two (2) years from the date this Declaration is filed for record, or (ii) until the date that 95% of apartment units shall be sold to owner occupants,

whichever first occurs (herein called "Association Date" and the period prior to such date being sometimes referred to as "the Sale and Development Period"). Nothing contained in this Article 13 shall be construed to prevent the Managing Agent from relinquishing the control and responsibility for the administration and management of the regime to the Board of Managers prior to the Association Date.

14. The owners shall have their irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each apartment unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another apartment unit or units.

15. An owner shall maintain and keep in repair the interior of his own apartment, including the fixtures thereof. All fixtures and equipment, with the heating and air conditioning system, installed within the apartment unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the apartment unit shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor and condenser, hot water heater units, fans, ductwork, heating unit and cooling coils, light fixtures, hose bibbs, wires, conduits, pipes, floor drains, utilized in and for his unit, as well as all other fixtures situated within or installed into the limited common elements appurtenant to such unit; and an owner shall be obliged to promptly repair and replace any broken or cracked windows, doors or glass therein that might be so broken or cracked. Notwithstanding anything to the contrary contained in this Article 15, an owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever, the exterior appearance of his condominium unit.

16. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the common elements, save with written consent of the Board of Managers first obtained.

An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his apartment unit, nor shall such owner be deemed to own the utilities running through his apartment unit which are utilized for, or serve more than, one apartment unit, except as a tenant in common with the other owners. An owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows, and other such elements consisting of paint, wallpaper, and other such finishing materials.

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

18. Each owner shall comply strictly with the provisions of this Declaration, the Bylaws, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Managing Agent or Board of Managers on behalf of the owners, or, in proper case, by an aggrieved owner.

7870 19. Save as permitted by Paragraph 35 below, this Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of twenty-seven (27) condominium units, or more, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded, provided, however, that the foregoing shall not prevent the making of physical changes in the interior of an apartment or apartments coming into the possession of a mortgagee by virtue of foreclosure of any first mortgage; any physical changes to and alterations of the apartment or apartments owned by virtue of foreclosure of any first mortgage may be made without the consent of the other owners or mortgagees and this declaration may be amended without other owners' or mortgagees' consent by the owner acquiring same by such foreclosure, to correspond with such physical changes; provided, however, that the percentage of the undivided interest of each unit owner in general common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended Declaration duly recorded.



20. The assessments made to provide funds for common expenses shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent or Board of Managers of the Association shall from time to time determine is to be paid by all of the owners (including Declarant, after "Association Date" on units not sold), to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include, among other things, cost of management, taxes, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in the amount of the maximum replacement value of all of the condominium units, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of this Declaration the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general common elements. The limited common elements shall be maintained as general common elements and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the owners from the obligation to pay.

Each owner shall pay for his own utilities which are separately metered on and billed to each unit by the respective utility companies. Utility expenses which are not separately billed or metered shall be part of the common expenses and each unit owner shall pay his pro rata share thereof as in the case of other common expenses.

The Managing Agent or Board of Managers shall obtain and maintain at all times insurance of the type and kind provided hereinabove, and including for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other apartment or condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in Blanket policy form naming the Association as the insured, which policy or policies shall identify the interest of each condominium unit owner and which shall provide for a standard, non-contributory mortgagee clause in favor of each first mortgagee. It shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days prior written notice to each first mortgagee. Said Managing Agent or Board of Managers shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty

of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any of such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Further, such policies shall contain provisions requiring that the insurer waive its subrogation rights with respect to asserting any claim it might have against negligent unit owners.

Each owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to the owner, and casualty and public liability insurance coverage within each individual unit, are specifically made the responsibility of the owner thereof.

21. All owners shall be obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet the common expenses. The assessments (including insurance premiums on coverage carried by the Association) shall be made pro rata according to each owner's percentage interest in and to the general common elements. Assessments for insurance premiums shall be based upon that portion of the total premium(s) that the insurance carried on a condominium unit bears to total coverage. Assessments for the estimated common expenses, including insurance, shall be due monthly in advance on or before the fifth (5th) day of each month. Failure to pay by the tenth (10th) day of each month shall require the imposition and assessment of a late charge of \$10.00.

*Handwritten notes:*  
Handwritten "Hand" and "SF?" with arrows pointing to the underlined phrase "pro rata according to each owner's percentage interest in and to the general common elements."

Contribution for monthly assessments shall be prorated if the ownership of a condominium unit commences on a day other than on the first day of the month.

22. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the general or common elements, or by abandonment of his apartment.

23. All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereon at eight percent per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only for:

(a) Tax and special assessment liens in favor of any assessing unit,  
and

(b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such a lien.

To evidence such lien the Board of Managers or Managing Agent may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice shall be signed by one of the Board of Managers or by the Managing Agent and may be recorded in office of the Clerk and Recorder of Harris County, Texas. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the lien affecting the defaulting owner's condominium unit, by the Association, in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In such foreclosure, the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire and hold, mortgage lease and convey same. The owner shall also be required to pay to the Association a reasonable rental for the condominium unit during the period of occupancy, if any, after foreclosure and the Association shall be entitled to a receiver to collect the same.

The amount of the common expenses assessed against each condominium unit shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

Any encumbrancer holding a lien on a condominium unit may pay any unpaid common expense payable with respect to such unit, and upon such payment such encumbrances shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

Each owner, by acceptance of a deed to a condominium unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

24. Upon payment to the Association of a reasonable fee, not to exceed twenty-five Dollars (\$25.00), and upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Managing Agent or Board of Managers, shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten

(10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment to the Association of a reasonable fee, not to exceed Twenty-five Dollars (\$25.00) and upon written request, any such prospective grantee shall be entitled to a statement from Managing Agent or Board of Managers, setting forth the amount of the unpaid assessments, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit. The provisions of this Article 24 shall not apply to initial sales of the units by Declarants.

25. Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create a second mortgage on the following conditions: (1) That any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other payments created by this Declaration and by the Bylaws; (2) that the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request to the Association.

26. In the event any owner of a condominium unit shall wish to sell, lease or rent the same, and shall have received a bona fide offer therefor from a prospective purchaser or tenant, the remaining owners shall be given written notice thereof together with an executed copy of such offer and the terms thereof. Such notice and copy shall be given to the Board of Managers for all of the owners. The remaining owners through the Board of Managers, or a person named by them, shall have the right to purchase or lease or rent the subject apartment upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing owner, and a matching downpayment or deposit is provided to the selling or leasing owner during the ten day period immediately following the delivery of the notice of the bona fide offer and copy thereof to purchase or lease.

In the event any owner shall attempt to sell, rent, or lease his condominium unit without affording to the other owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee. Possession of or residence in a condominium unit by any other person than the record owners, their lineal ascendants or descendants or lineal descendant or ascendant relatives, continuing for a period of ten (10) days, shall be deemed, for this purpose, to constitute a leasing or renting of the condominium unit, whether or not any consideration has been paid therefor; and in such event, the Board of Managers may require the removal of such occupant(s), it being hereby agreed that the Board of Managers, in event of the possession of the condominium unit by such unrelated persons, shall be entitled to the possession of said units upon demand therefor of and from such occupant, with or without notice to the record owner thereof; and in the event of failure to surrender such possession, the Board of Managers may institute its action in statutory Forcible Entry and Detainer Proceedings for the possession of such unit, and have and retain such possession until the record owner thereof, or his purchaser (in the event of sale, all prerequisites of this plaintiff having been complied with) retakes physical possession of such premises. During any time when the Board of Managers shall have possession of such unit hereunder, the record owner, and all of his guests, licensees and invitees, shall be deemed to waive any claim for damages to person or property in or on the unit.

The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

In no case shall the right of first refusal reserved herein affect the right of an owner to subject his interest in the project parcel to a trust deed, mortgage, or other security instrument.

The failure of or refusal by the Board of Managers to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease when an owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

The provisions of this Article 26 shall not apply to any sale, lease or rental if made by Declarant at any time hereafter whether same be "first sale or letting" or "resale or reletting" of an apartment unit. Declarants have the further right to use any apartment units as office and sales area and display advertising signs at the premises at any time hereafter until all units have been sold by Declarants.

The right of first refusal, as provided herein, shall extend and run for the period of the lives of the now living children and grandchildren of Dolph Briscoe, former Governor of the State of Texas, whichever of said persons shall live the longer, plus the period of twenty-one years.

The Board of Managers shall have authority, on behalf of and in the name of the Association, to elect not to exercise such right of first refusal and elect not to purchase, lease or rent any apartment unit, and to give written notice of such election. The Board of Managers shall also have the authority and right, on behalf of and in the name of the Association, to waive the provisions of this Article 26 in respect to any one or more apartment units provided that such waiver shall be in writing, duly executed and acknowledged by an officer of the Board of Managers or any authorized member thereof. Whenever any such waiver may be given by the Board of Managers in respect to any apartment unit, the owner or owners thereof may sell, lease or rent the same without complying with the provisions of this Article 26.

27. In the event of any default on the part of any owner under any first mortgage which entitled the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of Article 26, and the purchaser (or grantee under such deed in lieu of foreclosure), of such condominium unit shall be thereupon and thereafter subject to the provisions of this Declaration and Bylaws. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the condominium unit free and clear of the provisions of Article 26, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by will or his heirs at law under intestacy laws shall not be subject to the provisions of Article 26.

If an owner of a condominium unit can establish to the satisfaction of the Managing Agent or Board of Managers that a proposed transfer is not a sale or lease, then such transfer shall not be subject to the provisions of Article 26.

28. Upon payment to the Association of a reasonable fee not to exceed Twenty-five Dollars (\$25.00), and upon written request of any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of any condominium unit, the Managing Agent or Board of Managers of the Association shall forthwith, or where time is specified, at the end of the time, issue a written and acknowledged certificate in recordable form, evidencing that:

(a) With respect to a proposed lease or sale under Article 26, that proper notice was given by the selling or leasing owner and that the remaining owners did not elect to exercise their option to purchase or lease;

(b) With respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, and a deed from such first mortgagee or its nominee, pursuant to Article 27, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of Article 26.

(c) With respect to any contemplated transfer which is not in fact a sale or lease, that the transfer is not or will not be subject to the provisions of Article 26;

Such a certificate shall be conclusive evidence of the fact contained therein.

29. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to any condominium unit is declared an expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarants or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the BRIAR STATION WEST CONDOMINIUM ASSOCIATION, a non-profit corporation, or its successor non-profit corporation, if same be hereafter organized, their true and lawful attorney-in-their name, place, and stead, for the purpose of dealing with the property upon its destruction or obsolescence, as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs mean restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the owners and all the first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

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

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than fifty percent of all of the general common elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense made pro rata according to each owner's percentage interest in and to the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each

owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 23. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in following order:

- (1) For payment of the balance of the lien of any first mortgage;
- (2) For payment of taxes and special assessments liens in favor of any assessing entity;
- (3) For payment of unpaid common expenses;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be applied to the condominium unit owner.

(c) If more than fifty percent of all of the general common elements, not including land, are destroyed or damaged, and if the owners representing an aggregate ownership interest of twenty-nine (29) condominium units, or more, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice, setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the Bylaws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each unit owner's interest (as such interests appear on the policy or policies), and such dividend proceeds shall be paid into thirty-five (35) separate accounts; each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall further be identified by the number of the apartment unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the condominium unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's percentage interest in the general common elements. The total funds of each account shall be used



and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (b) (5) of this Article 29.

If the owners representing an aggregate ownership interest of twenty-nine (29) condominium units, or more, adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements and shall be due and payable as provided by the terms of such plan but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 23. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this article 29.

(d) The owners representing an aggregate ownership interest of twenty-nine (29) condominium units or more, may agree that the general common elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, then the expense thereof shall be payable by all of the owners as common expenses; provided, however, that any owner not agreeing to such renewal or reconstruction may give written notice to the Association that such unit shall be purchased by the Association, for the fair market value thereof. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "Commencing Date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) the appraiser who shall be a member of the Houston Real Estate Board. If either party fails to make such a nomination, the appraiser nominated shall within five (5) days after default by the other party appoint and associate with him another appraiser (to be selected from the Houston Real Estate Board). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another appraiser (to be selected from the Houston Real Estate Board) to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser

previously appointed shall nominate two persons (each of whom shall be a member of the Houston Real Estate Board, and from the names of the four persons so nominated shall be drawn by lot by any judge of any court of record in Texas, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days the failure of the two appraisers to agree, which in any event shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or in the case of their disagreement, the decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the owners. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in subparagraph (b) (1) through (5) of this Article 29.

(e) The owners representing an aggregate ownership interest of twenty-nine (29) condominium units, or more, may agree that the general common elements of the property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire premises shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the Bylaws. The sales proceeds shall be apportioned between the owners on the basis of each owner's percentage interest in the general common elements, and such apportioned proceeds shall be paid into thirty-five (35) separate accounts, each account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the apartment and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another, for the purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this Article 29.

30. Upon "Association Date" defined in Article 13 herein, Declarants shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the entire premises and furnished by Declarants, which property is intended for the common use and enjoyment of the condominium unit owners and occupant. The Association shall hold title to such property, for the use and enjoyment of the condominium unit owners and occupants. No owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the owner's termination of possession of his condominium unit.

31. All notices, demands or other notices intended to be served upon an owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such owner in care of the apartment number and building address of such owner. All notices, demands or other notices intended to be served upon the Managing Agent, or the Board of Managers of the Association or the Association shall be sent by ordinary or certified mail, postage prepaid, to 1502 Augusta

Drive, Houston, Texas, 77057, until such address is changed by a notice of address change duly recorded.

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

33. Declarants reserve, and shall have the continuing right until the Association Date, without the joinder of owners or any person or entity except the undersigned lienholder (whether or not condominium units have been conveyed) to amend this Declaration or the Bylaws for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein provided that no such Amendment shall change the stated numbers of units nor the percentage interest in the common elements attributable thereto, nor materially adversely affect the interest of any owner.

Further, Declarants during the sale and development period as defined in Article 13 hereof, being then the owners of two or more contiguous apartment units, may, without the consent or joinder of any other person or entity, cause to be filed a "Unit Modification Amendment", and thereby modify such two (or more) contiguous apartment units in any one or more of the following respects:

(i) Make alterations, additions or improvements in, to and upon apartment units owned by the Declarants, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Declarant-owned apartment unit; (iii) change the size and/or number of Declarant-owned units into two or more separate apartment units, combining separate apartment units (including those resulting from such subdivision or otherwise) into one or more apartment units, altering the boundary walls between any of said apartment units, or otherwise; and (iv) reapportion among such units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the common elements; provided, however, that the fractional interest in the common elements of any apartment units (other than Declarant-owned apartment units) shall not be changed by reason thereof unless the owners of such units shall consent thereto and, provided further, that the developer shall comply with all laws applicable thereto and shall agree to hold the Board of Managers or Managing Agent and all other apartment owners harmless from any liability arising therefrom.

The provisions of this section may not be added to, amended or altered without the prior written consent of the Declarant. The Declarant shall also have the authority, at its sole option, cost and expense, to make improvements to the common elements, without the prior consent of the Board of Managers or Managing Agent, other owners or the representative or representatives of holder of mortgages on units. No owner shall ever be assessed for any such changes or improvements made by the Declarants pursuant to this provision. In the event of

any such alteration, combination or improvement, the Declarants, at their sole cost and expense, shall file such "Unit Modification Agreement", whereupon the perimeter of each of said apartment units shall be deemed modified as delineated and set forth in such "Unit Modification Agreement", which shall include an appropriate drawing evidencing (i) the revised configuration and the common wall between the adjacent apartment units as modified; (ii) the rearrangement of wiring and air conditioning therefor; and, further shall recite that the aggregate fractional interest in the Common Elements allocable to the two (or more) units so modified shall be thereby reallocated as between the revised units, proportionately (as between same) to the floor space as revised; so that the revised fractions of the Common elements, as between said two units (expressed as the appropriate fractional portion of all of the condominium units in BRIAR STATION WEST shall thereafter be the fractions of common elements utilized for allocation of common expenses and all other purposes provided in this Declaration. In like fashion, as hereinabove set forth, insurance premiums shall thereafter be charged to the revised units, respectively, in proportion to their modified relative respective value.

34. The following provisions are included herein to afford reasonable protection of the interest of mortgagees in any of said apartment units:

(a) An owner who mortgages his apartment shall notify the Board of Managers giving the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units";

(b) The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligation as set forth in the Declaration which is not cured within sixty (60) days;

(c) The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

(d) The Association shall establish an adequate reserve fund for the replacement of common element components and fund the same by regular monthly payments rather than by extraordinary special assessments;

(e) The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association;

(f) The prior written approval of each first mortgagee shall be required for the following: (i) abandonment or termination of BRIAR STATION WEST as a Condominium Regime, except for abandonment or termination provided by law, in case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any material amendment to the Declaration or Bylaws of the Association, including but not limited to, any amendment

which would change the fractional interest of unit owners in the common elements; and (iii) the termination of any professional management contract for the Condominium project.

(g) With the exception of a lender in possession of a condominium unit following foreclosure, or any deed or other arrangement in lieu of foreclosure, no owner shall be permitted to lease his unit for transient or hotel purposes. No owner may lease less than the entire unit. The Association shall require that all leases of any apartment unit must (i) be in writing and (ii) provide that such leases are specifically subject in all respects to the provisions of the Declaration and Bylaws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be default under such leases. Other than the foregoing, there shall be no restriction on the right of any apartment owner to lease his unit.

(h) The Association shall furnish the first mortgagees timely written notice of any substantial damage or destruction of apartment units and of any part of the common elements and facilities.

(i) The Association shall furnish the first mortgagees timely written notice of any condemnation or eminent domain proceeding regarding all or any portion of an apartment unit or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings.

(j) Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days' written notice and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for the successive one (1) year periods.

(k) When any first mortgagee comes into possession of an apartment unit pursuant to the remedies provided in the mortgage, such as foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure, such mortgagee shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged apartment unit which the Association might have, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the apartment unit.

(l) No unit may be partitioned or subdivided without the prior written approval of at least the holder of the first mortgage lien on such property and the Board of Managers.

(m) A first mortgagee who comes into possession of a unit by virtue of foreclosure, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder

comes into possession of the unit, except for claims for a pro rata share of assessments or charges accrued but not assessed prior to such foreclosure, provided same are assessed pro rata to all units including the mortgaged unit.

(n) That in the event the Association is notified that Federal Home Loan Mortgage Corporation has become a mortgagee of one of the units, either by assignment or otherwise, the BRIAR STATION WEST CONDOMINIUM ASSOCIATION hereby agrees to give FHLMC notice (C/o servicer at servicer's address) in writing of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000 or damage to a condominium unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

35. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

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

IN WITNESS WHEREOF, Declarant, by its corporate officers, have duly executed this Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

BRIAR STATION WEST, A Joint Venture composed of  
Starnes Group, Inc. and Minberg Construction  
Company, Inc., Joint Venturers

STARNES GROUP, INC., a Texas Corporation,  
Joint Venturer

ATTEST:

Clarice Starnes

By: Ronald H. Stovall  
President

MINBERG CONSTRUCTION COMPANY, INC.,  
a Texas Corporation, Joint Venturer

ATTEST:

Melba Heater

By: Frank W. Updey  
Secretary

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Tom Stovall, , known to me to be the person whose name is subscribed to the foregoing instrument as President of Starnes Group, Inc., and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE the 9<sup>th</sup> day of February, 1979.

Melba Hester  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared David Minchberg, known to me to be the person whose name is subscribed to the foregoing instrument as Secretary of MINCBERG CONSTRUCTION COMPANY, INC. and acknowledged to me that he executed 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 the 9<sup>th</sup> day of February, 1979.

Melba Hester  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

Consent to and joinder in the foregoing Declaration is hereby granted and evidenced by the undersigned lienholder, this \_\_\_ day of \_\_\_\_\_, 1979.

HOUSTON NATIONAL BANK

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Jim Bell, Vice-President

THE STATE OF TEXAS §  
                                  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jim Bell, known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of HOUSTON NATIONAL BANK, a bank corporation, and acknowledged to me that he executed the same as the corporate act and deed of said banking corporation, in his capacity therein stated, and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S



MAR 1 9 59 AM '79

FIRST AMENDMENT TO CONDOMINIUM DECLARATION AND BYLAWS FOR BRIAR STATION WEST

Quita B. Starnes COUNTY CLERK HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

That Briar Station West, a Joint Venture, composed of Starnes Group, Inc. and Minberg Construction Company, Inc., joint venturers, which was previously recited in Condominium Declaration for Briar Station West to be the Declarant and owner of the hereinafter described real property, joined herein by Minberg Construction Company, Inc., a Texas corporation, hereinafter called "Declarants", pursuant to the provisions of Paragraph 33 of the Condominium Declaration for Briar Station West, a Condominium Regime in Harris County, Texas, as per Condominium Declaration for Briar Station West (hereinafter called the "Declaration"), which is placed and appearing of record in Volume 96, Page 118, et seq. of the Condominium Records of Harris County, Texas, makes and files this their First Amendment to the Condominium Declaration and Bylaws for Briar Station West (hereinafter called "First Amendment") for the purposes of correcting certain inadvertent misstatements, errors or omissions and for clarifying and resolving certain ambiguities contained in said Declaration and Bylaws as follows:

That the preamble to the original "Declaration", as recorded, together with the signature page on Page 22 of said Declaration as originally recorded, incorrectly recited the owner of the real property and sole Declarant in said Condominium Declaration to be Briar Station West, a joint venture composed of Starnes Group, Inc. and Minberg Construction, Inc. as Joint Venturers, when in fact, the record owner of said real property is Minberg Construction Company, Inc., a Texas corporation, which, by inadvertant error was omitted as a Declarant therein; and now, in order to correct same, Minberg Construction Company, Inc. shall be and is hereby added as a Declarant to such Condominium Declaration, as set forth in the preamble on page one and in the execution thereof on Page 22 and by this instrument hereby joins and consents to the filing thereof, ratifies and confirms said Declaration as currently filed and agrees to be bound by the terms thereof.

To evidence which First Amendment to the Declaration, the Declarants have executed these presents on this 28th day of February, 1979.

BRAIR STATION WEST, A Joint Venture composed of Starnes Group, Inc. and Minberg Construction Company, Inc., Joint Venturers

STARNES GROUP, INC., a Texas corporation, Joint Venturer

ATTEST: Clarice B. Starnes

By: Thomas H. Stovall President

MINCBERG CONSTRUCTION COMPANY, INC.

ATTEST: David M. Minberg

By: Josef Minberg President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Joseph Minckberg, PRESIDENT of MINCKBERG CONSTRUCTION COMPANY, INC., 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 28<sup>th</sup> day of February, 1979.

Melba Hester  
Melba Hester  
Notary Public in and for  
Harris County, T E X A S  
My Commission Expires 3-2-80

Consent to and joinder in the foregoing First Amendment to Condominium Declaration is hereby granted and evidenced by the undersigned lien holder this 28<sup>th</sup> day of February, 1979.

HOUSTON NATIONAL BANK

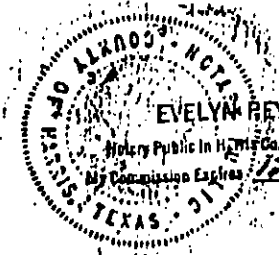
By: Jim Bell  
Vice President  
Jim Bell

ATTEST:  
Diane S. Evans  
Cashier  
Real Estate Officer  
Diane S. Evans

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jim Bell as Vice President of HOUSTON NATIONAL BANK, 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 28<sup>th</sup> day of February, 1979.

  
EVELYN REYNOLDS  
Notary Public in Harris Co. for State of Texas  
My Commission Expires 12-6 19 79

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

BRIAR STATION WEST  
FIRST AMENDMENT AND BYLAWS

A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 97 PAGE 3

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

MAR - 2 1979



*John L. Lusk*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

SECOND AMENDMENT TO CONDOMINIUM DECLARATION  
AND BYLAWS FOR BRIAR STATION WEST

FILED

APR 4 10 54 AM 1979

*Quita Rodriguez*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

That Briar Station West, a Joint Venture, composed of Starnes Group, Inc. and Minberg Construction Company, Inc., joint venturers, and Minberg Construction Company, Inc., a Texas corporation, hereinafter called "Declarants", pursuant to the provisions of paragraph 33 of the Condominium Declaration for Briar Station West, a Condominium Regime in Harris County, Texas, as per Condominium Declaration for Briar Station West (hereinafter called the "Declaration"), which is placed and appearing of record in Volume 96, Page 118, et seq. of the Condominium Records of Harris County, Texas, as amended by instrument recorded in Volume 97, Page 3 of the Condominium Records of Harris County, makes and files this its Second Amendment to the Condominium Declaration and Bylaws for Briar Station West (hereinafter called "Second Amendment") for the purposes of correcting certain inadvertent misstatements, errors or omissions and for clarifying and resolving certain ambiguities contained in said Declaration and Bylaws as follows:

1. All references to the use, construction or existence of a swimming pool and/or tennis courts are hereby deleted in full, such references including, but not limited to, paragraphs 1.(d)(4) and 4 of the Declaration and paragraphs 8(a) and (1) of the Bylaws, all in Briar Station West.

2. The inadvertent reference on page 9 in paragraph 4(a) of the Bylaws to "the Condominium Declaration for Timberchase" is hereby deleted and in lieu thereof there is hereby substituted "the Condominium Declaration for Briar Station West".

To evidence which Second Amendment to the Declaration, the Declarants have executed these presents on this 30<sup>th</sup> day of March, 1979.

MINBERG CONSTRUCTION COMPANY, INC.,  
a Texas corporation

ATTEST:  
*David M. Mich*  
Secretary

By: *Carl Minberg*  
President

BRIAR STATION WEST, a Joint Venture

By: *Charles G. Gant*

STARNES GROUP, INC.

ATTEST:  
*Christina Starnes*  
Secretary

By: *Jerald H. Daniels, Jr.*  
President

MINBERG CONSTRUCTION COMPANY, INC.

ATTEST:  
*David M. Mich*  
Secretary

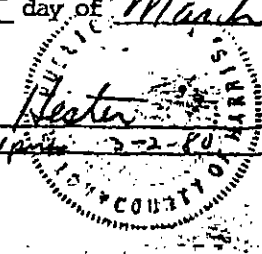
By: *Carl Minberg*  
President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Josef Minberg, President of MINCBERG CONSTRUCTION COMPANY, INC., and acknowledged to me that he executed the foregoing instrument 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 30<sup>th</sup> day of March, 1979.

Melba Hester  
~~My Commission Expires 3-2-80~~  
Notary Public in and for  
Harris County, TEXAS

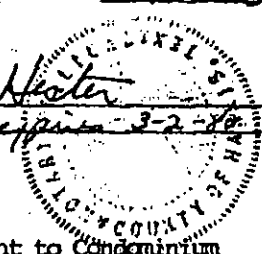


THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Berard W. Daniels, Vice President of STARNES GROUP, INC., and acknowledged to me that he executed the foregoing instrument 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 30<sup>th</sup> day of March, 1979.

Melba Hester  
~~My Commission Expires 3-2-80~~  
Notary Public in and for  
Harris County, TEXAS



Consent to and joinder in the foregoing Second Amendment to Condominium Declaration is hereby granted and evidenced by the undersigned lien holder this 30<sup>th</sup> day of March, 1979.

Jim Bell  
Jim Bell, Vice President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jim Bell as Vice President of HOUSTON NATIONAL BANK, and acknowledged to me that he executed the foregoing 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 4<sup>th</sup> day of April, 1979.

Evelyn Reynolds  
Notary Public in and for  
Harris County, TEXAS

EVELYN REYNOLDS  
Notary Public in Harris Co. for State of Texas  
My Commission Expires 12-6-1979



N WEST  
MENT  
S

CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 97 PAGE 110



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

APR - 5 1979



*Quita Laubeaus*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS