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THE STATE OF TEXAS I
COUNTY OF HARRIS I
AMENDED
DECLARATION OF RESTRICTIONS
159-15-0052

This Amended Declaration of Restrictions (hereinafter called "Amended Declaration") which is entered into as of the day of February, 1977, by ANREM CORPORATION, a Texas corporation acting by and through its duly authorized officers, and by FREEWAY PARK INVESTORS, a Texas general partnership acting by and through its duly authorized partners (the aforesaid parties being sometimes hereinafter referred to jointly as "Developers"), together with AMERICAN NATIONAL INSURANCE COMPANY, a Texas corporation acting by and through its duly authorized officers (hereinafter referred to sometimes as "ANICO"), WITNESSETH that:

WHEREAS, by instrument entitled Declaration of Restrictions and filed of record on October 9, 1973, in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 168-38-1372 and County Clerk's File No. D995004, certain restrictions, reservations, conditions and charges were made applicable to the subdivisions referred to therein as Regency Square, Section One and Regency Square, Section Two, together with certain other specific lands described therein and being situated in the C. McKinzie Survey, A-560, the John H. Walton Survey, A-852, and the William Ford Survey, A-1026, Harris County, Texas; and

WHEREAS, Developers and ANICO are collectively the present legal and equitable owners of more than three-fourths (3/4) of the total land area covered by the aforesaid Declaration of Restrictions, said total land area being herein re-described as follows:

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125.9400 acres of land situated in Harris County, Texas, consisting of that certain 52.3938 acres of land comprising REGENCY SQUARE OFFICE PARK, SECTION ONE, a subdivision in the City of Houston according to the plat thereof recorded in Volume 185, at Page 62, of the Harris County Map Records; that certain 5.6852 acres of land comprising REGENCY SQUARE OFFICE PARK, SECTION TWO, a subdivision in the City of Houston according to the re-plat thereof recorded in Volume 212, at Page 111, of the Harris County Map Records; that certain 66.6677 acres of land comprising REGENCY SQUARE OFFICE PARK, SECTION THREE, a subdivision in the City of Houston according to the corrected plat thereof recorded in Volume 217, at Page 121, of the Harris County Map Records; together with all land covered by public street right-of-way dedicated by and shown on the aforesaid recorded plats of Regency Square Office Park; and that certain 1.1886 acres of land situated within Sharpstown Industrial Park, Section Eight (8), a subdivision in the City of Houston according to the plat thereof recorded in Volume 67, at Page 42, of the Harris County Map Records and conveyed by Thomas V. McMahan, Trustee, as grantor, to Anrem Corporation by Deed dated February 8, 1973, and recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 157-24-0727 and County Clerk's File No. D802492, said 1.1886 acres consisting of Parcel 1 containing 0.9137 of an acre and Parcel 2 containing 0.1078 of an acre, together with all of said grantor's right, title and interest in and to that certain 0.1671 of an acre of land covered by that portion of the right-of-way of Stoney Brook Drive situated between and adjacent to the aforesaid Parcels 1 and 2; and

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WHEREAS, Developers and ANICO desire to amend the above referenced Declaration of restrictions to henceforth read as herein set forth;

NOW, THEREFORE, in order to establish and carry out a uniform plan for the use and development of the above described real property for the benefit of the present and future owners and/or lessees thereof, the undersigned Developers and ANICO hereby establish and adopt the restrictions, reservations, conditions and charges set forth in this Amended Declaration, all of which shall constitute covenants to run with the land and which shall hereafter be applicable to the use, occupancy and conveyance of the above described real property covered by this Amended Declaration, or any part thereof, and every conveyance or lease hereafter executed and which covers any portion of the above described real property shall conclusively be held to have been executed, delivered and accepted subject to the restrictions, reservations, conditions and charges set forth herein, regardless of whether the provisions hereof are set out verbatim or incorporated by reference in any such conveyance or lease. The provisions of this Amended Declaration shall

be binding upon the Developers and ANICO, their successors and assigns, and upon all other owners or lessees of any part of the real property covered hereby, their heirs, legal representatives, successors and assigns.

SECTION 1. DEFINITIONS.

As used herein, the following terms shall have the meanings set forth below, to-wit:

A. **RESTRICTED PROPERTY.** "Restricted Property" shall mean and refer to the real property specifically described on and covered by the above referenced recorded plats of Regency Square Office Park, Section One, Regency Square Office Park, Section Two, and Regency Square Office Park, Section Three, including all land covered by public street right-of-way as shown on said recorded plats, together with the 1.1886 acres of land situated in Sharpstown Industrial Park, Section Eight (8), described above, and any Additional Property brought within the scheme of this Amended Declaration as herein provided.

B. **ADDITIONAL PROPERTY.** "Additional Property" shall mean and refer to any lands (other than the Restricted Property specifically described above) which are brought within the scheme of this Amended Declaration under the provisions of Section 2 hereof.

C. **SUPPLEMENTAL DECLARATION.** "Supplemental Declaration" shall mean and refer to any Supplemental Declaration described in Section 2 hereof by which any Additional Property is brought within the scheme of this Amended Declaration.

D. **BUILDING SITE.** "Building Site" shall mean and refer to any specific tract or parcel of land out of the Restricted Property which is either sold or leased by Developers to a third party or parties, or which is designated by Developers as a site upon which Developers construct or propose to construct improvements.

E. **COMMITTEE.** "Committee" shall mean and refer to the Architectural Control Committee established in Section 3(a) hereof.

F. **ASSOCIATION.** "Association" shall mean and refer to the Regency Square Improvement Association referred to in Section 4 hereof, and its successors or assigns.

G. **OWNER.** "Owner" shall mean and refer to any person or entity (including Developers) who owns all or an undivided interest in the fee simple title to any portion of the Restricted Property.

H. **LESSEE.** "Lessee" shall mean and refer to any person or entity (including Developers) who has leased any portion of the Restricted Property.

I. **COMMON PROPERTY.** "Common Property" shall mean and refer to the Private Park designated as "Reserve G" on the aforementioned recorded plat of Regency Square Office Park, Section One, and any other portion of the Restricted Property which Developers may subsequently designate and set aside for the common use and benefit of all Owners and Lessees, together with any improvements now or hereafter placed thereon.

SECTION 2. ADDITIONAL PROPERTY SUBJECT HERETO.

Developers, their successors and assigns, shall have the right, at their sole discretion, to bring lands other than the Restricted Property within the scheme of this Amended Declaration, provided such other lands are wholly or partially located within the following described surveys situated in Harris County, Texas:

The C. McKinzie Survey, A-560, the J. H. Walton Survey, A-852, and the William Ford Survey, A-1026.

The addition of any such other lands to the scheme of this Amended Declaration, as authorized under this Section 2, shall be effected by filing of record in the Official Public Records of Real Property of Harris County, Texas, a Supplemental Declaration covering such Additional Property, and upon the recording of any such Supplemental Declaration the Additional Property covered thereby shall automatically become part of the Restricted Property which is subject to the provisions of this Amended Declaration.

The Owners or Lessees of any such Additional Property shall have the same rights of membership in the Association as do the initial members of the Association, including the right to vote as provided in the Articles of Incorporation and By-Laws of the Association.

Any such Supplemental Declaration may contain additional restrictions, reservations, conditions and charges to those contained in this Amended Declaration as may be necessary to reflect the different character and use of such Additional Property. In no event, however, shall any such Supplemental Declaration revoke, modify or change the restrictions, reservations, conditions and charges established by this Amended Declaration with respect to the Restricted Property, or established by any previously filed Supplemental Declaration with respect to any Additional Property, unless such revocation, modification or change be made in accordance with the provisions of Section 7 hereof.

SECTION 3. RESTRICTIONS, RESERVATIONS, CONDITIONS AND CHARGES.

The restrictions, reservations, conditions and charges set forth herein are imposed upon the Restricted Property in order to insure the proper use and appropriate development and improvement of each Building Site; to protect the Owners and Lessees of Building Sites against such improper use of surrounding Building Sites as will depreciate the value of their property; to guard against the erection on the Restricted Property of poorly designed or proportioned structures or of structures built of improper or unsuitable material; to insure adequate and reasonable development of the Restricted Property; to encourage the erection of attractive improvements on the Restricted Property, with appropriate locations thereof on Building Sites; to prevent haphazard and inharmonious improvements on Building Sites; to secure and maintain proper setbacks from streets and adequate free space between buildings; to secure proper area coverage and landscaping of Building Sites; to provide for adequate parking; and in general to provide for high type and quality improvements on the Restricted Property and for the orderly development and efficient maintenance thereof.

A. ARCHITECTURAL CONTROL. The undersigned Owners hereby establish an Architectural Committee composed of five (5) members. The initial members of said Committee shall be H. Arthur Littell, Marvin E. Leggett, Marc Cuenod, William R. Parkey and Michael W. McCroskey. In the event of the death, incapacity or resignation of any initial member of said Committee, the remaining member or members shall have full authority to act until the member or members who have died, become incapacitated or resigned shall have been replaced. In the event the Committee member to be replaced is either H. Arthur Littell or Marvin E. Leggett (or any Committee member theretofore appointed to replace one of said individuals), then Freeway Park Investors, its successors or assigns, shall have the right to appoint the successor to such Committee member. In the event the Committee member to be replaced is either Marc Cuenod, William R. Parkey or Michael W. McCroskey (or any Committee member theretofore appointed to replace one of said individuals), then Anrem Corporation, its successors or assigns, shall have the right to appoint the successor to such Committee member. Any decision made by a majority of the members of the Committee shall be binding upon all members thereof and shall constitute the official decision of the Committee.

The hereinabove designated initial members of the Committee (and any members thereof subsequently appointed as hereinabove provided) shall serve in such office until all lands comprising the Restricted Property have been designated as specific Building Sites and all such Building Sites have improvements completed thereon, or until such earlier date upon which all members of said Committee (or their appointed successors) shall have resigned. At such time as improvements have been completed on all Building Sites, the Committee (if still in existence) shall automatically be dissolved and the duties and functions of the Committee provided for herein shall be assumed and performed by the Association, acting through its Board of Directors. Any Building Site, once created, shall not be subdivided into smaller tracts or consolidated into a larger tract without the approval of the Committee, or without the approval of the Association after the Committee has been dissolved.

No improvements shall be erected, placed or altered on any portion of the Restricted Property until the proposed use of such property and the construction plans and specifications for the proposed improvements (including, without limitation, the location of the buildings, fences and/or screens, sidewalks, driveways, parking areas, retaining walls, area coverage, outside lighting, landscaping, exterior materials and colors, signs and building set-backs) have been submitted to and approved in writing by the Committee. In this regard, approval of the Committee shall not be unreasonably withheld.

In the event the Committee fails to either grant or deny the specified approval within sixty (60) days after such approval has been requested of the Committee, then and in that event such requested approval shall be deemed granted. All plans, specifications and other requests for approvals shall be submitted to the Committee in duplicate by certified mail, return receipt requested, or by personal delivery, one copy to be submitted to Anrem Corporation at its office at One Moody Plaza, Galveston, Texas (77550), and one copy to be submitted to Freeway Park Investors at its office at 1200 Texas Bank & Trust Tower, 6161 Savoy Drive, Houston, Texas (77036), or to such other addresses as said parties may designate. (The date of receipt of the latest to be received of the duplicate submittals required hereunder shall be considered the date of delivery to the Committee.)

All functions of the Committee specified in this Amended Declaration shall become functions of the Association after the Committee ceases to exist.

B. PERMITTED USES. The Restricted Property shall be used only for multi-family apartment or townhouse developments (including such recreational facilities as are customarily incorporated in the aforementioned types of residential developments), retail stores and/or retail shopping centers, office buildings, restaurants, hotels and/or motor hotels and such other residential, retail and commercial uses as may be approved by the Committee.

C. PARKING. The number and type of parking spaces and the location thereof on all Building Sites and adjacent streets must comply with all requirements of local governmental authorities and shall be subject to the approval of the Committee. All Owners and Lessees of Building Sites shall prohibit their employees and tenants from parking on streets within the Restricted Property.

D. UTILITY INSTALLATIONS. All utility service lines or facilities on any Building Site shall be installed in the rights-of-way or easements provided therefor, and all Owners and Lessees of Building Sites shall be deemed to have agreed (by acceptance of any conveyance or lease of a Building Site) to such additional easements as may be reasonably required for utility purposes after a Building Site has been purchased or leased, and shall further be deemed to have agreed that any utility service lines or facilities on any Building Site may be required by the Committee to be installed underground.

E. ANIMALS AND BIRDS. No animals, birds or other living creatures of any kind shall be kept on any Building Site or in any building or other enclosure without written approval of the Committee.

F. GARBAGE AND REFUSE DISPOSAL. All rubbish, trash, garbage, debris and other waste (including paper) shall be stored, handled, removed and disposed of in accordance with such rules and regulations as shall from time to time be established by the Committee.

G. SIGNS AND FEATURE LIGHTING. No signs or feature lighting of any kind shall be displayed to the public view except as may be approved by the Committee.

H. NUISANCES OR ILLEGAL ACTIVITIES. No illegal, noxious or offensive activity of any kind shall be conducted on any Building Site, and the Committee shall have exclusive and final determination as to what constitutes a noxious or offensive activity.

I. MAINTENANCE OF BUILDING SITES AND IMPROVEMENTS. The Owners and Lessees of each Building Site shall at all times keep the surface thereof and the improvements and any appurtenances located thereon in a safe and clean condition and in a good state of appearance and repair.

J. RIGHT OF ASSOCIATION TO PERFORM WORK. In the event of default on the part of an Owner or Lessee of any Building Site in observing the requirements set out in Paragraphs A through I above, or any of them, the Association, acting through its Board of Directors, may enter upon such Building Site through its agents or employees, without liability to such Owner or Lessee in trespass or otherwise, and cause to be done any work or other act necessary to secure compliance with the provisions of this Amended Declaration and may charge such Owner or Lessee for the cost of any such work or act.

As a condition precedent to exercising the rights given to the Association under this Paragraph J, the Association shall give the Owner or Lessee of any such Building Site written notice specifying with particularity the nature of the work or act which the Association considers necessary and such Owner or Lessee

shall have a period of fifteen (15) days after receipt of such written notice within which to commence such work or act. If such Owner or Lessee timely commences such work or act and prosecutes same with due diligence until completion, the Association shall not have any right to enter upon the Building Site for purposes of performing the same.

The cost of any such work or act performed by the Association shall be assessed against the Building Site upon which such work or act is done. The Owner or Lessee of any Building Site shall be deemed to have agreed, by acceptance of the conveyance or lease covering such site, to pay for any such work or act performed by the Association promptly upon receipt of a statement covering such work, and that upon failure to make prompt payment the amount due for any such work or act may be added to the hereinafter established maintenance charge to which such Building Site is subject as an addition to such maintenance charge. Any such amounts due shall also be a personal obligation of said Owner or Lessee and shall become due and payable and shall be subject to the same lien and collection procedures as the maintenance charge provided for in Section 4 hereof.

SECTION 4. IMPROVEMENT ASSOCIATION AND MAINTENANCE FUND.

All of the Restricted Property covered by this Amended Declaration (other than that specifically exempted under this Section 4) shall be subject to a maintenance charge from and after the date of October 9, 1973, for the purpose of establishing a fund from which to pay the costs of furnishing the maintenance and other services provided for herein. In connection therewith, Developers have caused to be organized under the laws of the State of Texas a non-profit corporation by the name of "Regency Square Improvement Association" (herein sometimes called the "Association"), which organization shall have the duty of assessing and collecting the maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment therefor out of said fund. In this regard, said Association shall have all of the powers granted by the Texas Non-Profit Corporation Act.

Assessments may be made from time to time as directed by the Board of Directors of the Association in accordance with and for the purposes set forth herein. If assessments are levied, each Owner shall promptly pay all valid charges and assessments against the particular Building Site or other portion of the Restricted Property owned by such Owner as such assessments become due and payable. All monies received by the Association shall be expended to further the purposes of the Association. After the first assessment is levied, no subsequent assessment shall be levied until eighty percent (80%) of the monies collected have been expended. If eighty percent (80%) of the monies collected by the Association are not expended pursuant to the applicable provisions of the Articles of Incorporation and By-Laws of the Association within twenty-four (24) months from the date of payment thereof to the Association, all such monies held by the Association (except for a minimum balance to be retained on deposit in the amount of \$5,000.00) shall be refunded to the Owners on a pro rata basis.

The maximum annual maintenance charge against each square foot of land included in each Building Site or other portion of the Restricted Property shall be as follows:

(a) For the period from October 9, 1973, through and including December 31, 1973, and for the calendar year 1974, the maximum annual maintenance charge shall be in an amount equal to three cents (\$0.03) per square foot of land area contained in each Building Site or other portion of the Restricted Property.

(b) For the calendar years following the calendar year 1974, the maximum annual maintenance charge assessable hereunder shall be determined as of the 1st day of January of each calendar year, as follows: the percentage by which the average of the Consumer Price Index (All Items, United States City Average, as published by the Bureau of Labor Statistics) over the most recent twelve (12) months for which such information is available on January 1st of such calendar year may have increased above the average of said Index over the twelve (12) months of the calendar year 1973 shall be determined, and the maximum annual maintenance charge hereunder for the particular calendar year shall be an amount equal to three cents (\$0.03) per square foot of land area, as increased by the same percentage increase as the Consumer Price Index shall have increased according to the aforesaid

determination (adjusted to the nearest one-hundredth of one percent). If the aforesaid determination as of January 1st of any particular calendar year shows that the average of said Index shall not have increased, or shall have decreased from the average of said Index over the twelve (12) months of the calendar year 1973, then the maximum annual maintenance charge for such calendar year shall remain at the sum of three cents (\$0.03) per square foot of land area.

Any maintenance charge assessed hereunder and not paid within thirty (30) days from the date such maintenance charge is billed to an Owner shall bear interest from the end of such thirty (30) day period until paid at the rate of ten percent (10%) per annum.

Subject to the maximum limit per square foot of land area provided for above, the Board of Directors of the Association shall have the right to assess such annual maintenance charge on the basis of the respective values of the various Building Sites and other portions of the Restricted Property and the benefit to be derived by the various Building Sites and other portions of the Restricted Property from said maintenance charge (as may be reasonably determined by the Board of Directors). Accordingly, the Board of Directors of the Association shall not be required to impose the maximum annual maintenance charge on any or all portions of the Restricted Property, nor to impose the annual maintenance charge at the same rate throughout all of the Restricted Property, but may in its discretion assess one Building Site or other portion of the Restricted Property differently from another Building Site or other portion of the Restricted Property, all for the purpose of obtaining a fair and equitable distribution of such maintenance charge. Any assessment for any partial year shall be made on a pro rata basis.

The services to be paid for out of the maintenance fund shall include the maintaining and repairing of streets, parkways, esplanades, vacant land and any Common Property; providing fire, police and watchman services; providing and maintaining street lighting; providing and maintaining shrubbery, trees, landscaping, gate-ways and other improvements at subdivision entrances and in esplanades, parkways, street right-of-way and other areas; fogging for insect control; providing garbage, paper and other waste pickup; paying legal and other expenses for the enforcement of the provisions of this Amended Declaration; and providing any and all other services necessary or desirable for the maintenance and improvement of the area within the Restricted Property and the approaches thereto, without limitation to the specific items set forth above.

All land included within the Restricted Property shall be deemed subject to a lien to secure the payment of the aforesaid maintenance charge, and the Developers and all subsequent owners of any of the Restricted Property shall convey the same with an appropriate reference thereto. Such lien shall secure payment of said maintenance charge, together with all interest, expense, costs and reasonable attorney's fees which may accrue hereunder in connection therewith, and shall be a continuing charge on the land assessed. Such amounts shall also be a personal obligation of the owner of such land at the time of the assessment. Said lien shall however, be subordinate and inferior to all liens given to secure the payment of monies in connection with the purchase of any portion of the Restricted Property or the construction of improvements thereon.

The lien imposed hereby may be enforced in the same manner as a vendor's lien is enforced under the laws of the State of Texas. Should it be necessary to institute legal proceedings for such purpose, the delinquent party shall be liable for reasonable attorney's fees and costs.

All areas of the Restricted Property covered by any street right-of-way, easement or other interest therein which has been dedicated to a local public authority for public use, and all Common Property set aside for the use and benefit of all Owners or Lessees of the Restricted Property, are hereby expressly exempted from said maintenance charge and lien.

SECTION 5. ENFORCEMENT.

The Association, acting through its Board of Directors, or any Owner or Lessee of any of the property made subject to this Amended Declaration, shall have the right to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with any of the provisions of this Amended Declaration.

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ation. Also, the Association shall have the right to bring an action at law to foreclose the lien established herein to secure the payment of the aforesaid maintenance charge if any Owner fails to pay such maintenance charge within thirty (30) days after notice from the Association that such charge is due.

The plaintiff in any of the foregoing proceedings shall be entitled to recover from the defendant in such action all reasonably necessary costs and expenses attendant upon bringing such action, including a reasonable attorney's fee. The foregoing provisions for recovery of costs, expenses and attorney's fees shall be deemed agreed to by all Owners and Lessees by acceptance of a deed or execution of a lease covering any portion of the Restricted Property.

Invalidity of one or more of the restrictions, reservations, conditions and charges set forth herein, by court order or otherwise, shall in no way affect any other provision hereof, but all of such other restrictions, reservations, conditions and charges shall continue and remain in full force and effect.

SECTION 6. TERM.

The provisions of this Amended Declaration shall be binding on Developers, their successors and assigns, and all persons claiming under them, and on all Owners and Lessees of any land included within the Restricted Property, for an initial term commencing upon the date this Amended Declaration is filed for record in the Official Public Records of Real Property of Harris County, Texas, and expiring thirty-five (35) years after the date of December 31, 1976. Such initial term shall be extended automatically upon the expiration thereof for successive terms of ten (10) years duration each, unless an instrument revoking this Amended Declaration, or an amendment hereto which changes such expiration dates, is recorded prior to the expiration date of said initial term or prior to the end of any ten (10) year extension term; it being made a requirement hereunder that any such instrument of amendment or revocation must be executed by the then owners of at least three-fourths (3/4) of the total land area contained in the Restricted Property.

SECTION 7. AMENDMENT.

Prior to the expiration of the initial term hereof, or any ten (10) year extension term specified in Section 6 above, this Amended Declaration may be amended or revoked, in whole or in part, by the recording of a written instrument executed by the then owners of at least three-fourths (3/4) of the total land area contained in the Restricted Property.

This Amended Declaration is to be effective as of the date of recording this instrument in the Official Public Records of Real Property of Harris County, Texas, and from and after such effective date is to supersede in its entirety that certain Declaration of Restrictions dated July 31, 1973, and filed for record on October 9, 1973, in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. D995004 and Film Code No. 168-38-1372.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

"OWNERS"

ARREM CORPORATION



[Signature]
Secretary

By: [Signature]
Vice President



AMERICAN NATIONAL INSURANCE COMPANY

[Signature]
Secretary

By: [Signature]
Senior Vice President

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Anita Richardson
COUNTY CLERK
HARRIS COUNTY, TEXAS

CONDOMINIUM DECLARATION
FOR
REGENCY COURT TOWNHOMES CONDOMINIUMS
Harris County, Texas

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FOR THE DECLARATION OF
REGENCY COURT TOWNHOMES CONDOMINIUMS

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CONDOMINIUM DECLARATION

FOR

REGENCY COURT TOWNHOMES CONDOMINIUMS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT, WHEREAS CADILLAC DEVELOPMENT CORPORATION, a Texas corporation, having its principal office at 5051 Westheimer, Suite 1600, Houston, Texas 77056, hereinafter called "Declarant", is the Owner of certain real property situated in the County of Harris, State of Texas, being described more fully on Exhibit "A", which by this reference is made a part hereof; and

WHEREAS, Declarant desires to establish a Condominium Regime under the Condominium Act of the State of Texas, Article 1301a, Revised Civil Statutes of Texas, herein called the "Act"; and

WHEREAS, Declarant has prepared plans for the construction of a cluster of eighteen (18) multifamily Buildings and other improvements appurtenant thereto on the Property described in said Exhibit "A", which when completed shall consist of one hundred twenty-eight (128) separately designated Condominium Units and which will be known as REGENCY COURT TOWNHOMES CONDOMINIUMS; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the Units, herein called the "Condominium Regime", in the eighteen (18) Buildings and the co-ownership by the individual and separate unit Owners thereof, as tenants in common, of all the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined in Paragraph 1.1 hereof, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas".

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A", and all improvements thereon, to the provisions of the Act and the Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and to any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS. As used in this agreement, the following terms shall have the following meanings unless the context shall expressly provide otherwise;

a. "Board" or "Board of Directors" shall refer to the Board of Directors of REGENCY COURT/^{HOME}OWNERS ASSOCIATION, INC.

b. "Common Assessment" means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Property, which are to be paid uniformly and equally by each Unit Owner of the Association, as provided herein. This shall also include charges assessed against each Unit Owner to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit, as provided in Paragraph 6.3 hereof.

c. "Common Elements" means and includes all of the Property described in Exhibit "A", and all of the improvements thereto and thereon located, excepting all Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

d. "Common Expenses" means and includes:

(1) All sums lawfully assessed against the Common Elements by the Managing Agent or Board;

(2) All expenses of administration and management, maintenance, operation, repair or replacement of and addition to the Common Elements (including unpaid special assessments);

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

e. "Completed Unit" means a completely finished Unit, including, but not limited to, the installation of all appliances and utilities, rendering it ready for occupancy by an Owner other than the Declarant.

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f. "Condominium Owners Association" or "Association" means REGENCY COURT ^{HOME} OWNERS ASSOCIATION, INC., a Texas non-profit corporation, the By-Laws of which shall govern the Administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

g. "Condominium Unit" shall mean an individual Unit together with the interest in the Common Elements (General or Limited) appurtenant to such Unit.

h. "Construction Period" means that period of time during which Declarant is developing the Premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Condominium Units.

i. "Declarant" shall mean CADILLAC DEVELOPMENT CORPORATION, a Texas corporation, or its successors or assigns, who is developing the Property as a condominium.

j. "Declaration" shall mean this Condominium Declaration instrument.

k. "General Common Elements" means a part of the Common Elements and includes:

(1) The real property described in Exhibit "A" attached hereto;

(2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communicationways;

(3) All basements, roofs, yards and gardens, except as otherwise herein provided or stipulated;

(4) All premises for the lodging of janitors or persons in charge of the Buildings, except as otherwise herein provided or stipulated;

(5) All compartments or installations of central services, such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating reservoirs, water tanks and pumps, swimming pool, and the like;

(6) All elevators and shafts, garbage incinerators and, in general, all devices or installations existing for common use; and

(7) All other elements of the Buildings desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration.

l. "Lienholder" and "First Mortgagee" shall mean the holder of a first mortgage lien on any Unit in the Condominium Project.

m. "Limited Common Elements" means and includes those Common Elements which are reserved for the exclusive use of an individual Owner of a Unit or a certain number of individual Owners of Units, for the exclusive use of those Owners, which may include:

(1) "Air Handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries; and

(2) Garages designated as an appurtenance to a Unit; and

(3) Patio structures serving exclusively a single Unit or one (1) or more adjoining Units.

n. "Majority of Unit Owners" means those Owners with fifty-one percent (51%) of the votes entitled to be cast.

o. "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

p. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of record, title to one (1) or more Condominium Units.

q. "E Plat", "Survey Map", "Map" and "Plans" mean or include 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, consisting of sixteen (16) sheets, labeled Exhibit "B" and incorporated herein. It is expressly agreed and each and every Purchaser of a Unit, his heirs, executors, administrators, assigns and grantees hereby agree that the square footage, size and dimensions of each Unit as set out or shown in this Declaration or in the survey Plats exhibited hereto are approximate and are shown for descriptive purposes only. The Declarant does not warrant, guarantee or represent that any Unit actually contains the area, square footage or dimensions shown by the Plat thereof. Each Purchaser and Owner of a Unit or interest therein agrees that the Unit has been or will be purchased as actually and physically existing at the time such purchase is closed. Each Purchaser of a Unit expressly waives any claim or demand which he may have against the Declarant or any person whatsoever on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective Plat thereof exhibited hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purposes whatsoever or in connection with any matter, the existing physical boundaries of the Unit shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of the Building, and regardless of variances between boundaries as shown on the Plat and those of the Buildings.

r. "Premises", "Project", or "Property" means and includes the land, the Buildings and all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

s. "Special Assessments". In addition to the common assessments described above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in whole or in part:

- (1) The cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or

(2) The expense of any other contingencies or unbudgeted costs; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Elements owned by each. The Association, after due notice and hearing, shall also have the authority to establish and fix a special assessment upon any Unit to secure the liability of the Owner of such Unit to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Special assessments may be billed or collected on a monthly basis. The above mentioned liability of any Owner is to be established as set forth in this Declaration.

b. "Unit" shall mean the elements of an individual Condominium Unit which are not owned in common with the Owners of the other Condominium Units in the Project as shown on the Maps, which are exhibits attached hereto, and each Unit shall include the air space assigned thereto. The boundaries of each such Unit and garage space shall be and are the interior surfaces of the perimeter wall, floors, ceilings, window frames, doors, and door frames and trim; and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. The individual ownership of each Unit space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls,

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Floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or ownership, use or enjoyment thereof. None of the land in this Project on which any Unit space or porch space is located shall be separately owned, as all land in this Project shall constitute part of the "Common Elements" of the Property as herein defined, and shall be owned in common by the Owners of the Units in this Condominium Project. It is intended the term "Unit", as used in this Declaration, shall have the same meaning as the term "Apartment" as used in the Act.

ARTICLE II

CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2.1 RECORDATION OF PLAT. The Plat 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 Plat consists of and sets forth:

- a. The legal description of the surface of the land;
- b. The linear measurements and location, with reference to the exterior boundaries of the land, of the Buildings and all other improvements constructed, or to be constructed, on said land by Declarant;
- c. The exterior boundaries and number of each Unit, expressing its square footage, and any other data necessary for its identification, which information will be depicted by a Plat of such floor of each Building showing the letter of the Building, the number of the floor and the number of the Unit; and
- d. The location of the Limited Common Elements.

2.2 DESIGNATION OF UNITS. The Property is hereby divided into one hundred twenty-eight (128) separately designated Units contained within the eighteen (18) Buildings. Each Unit is identified by number and each Building is identified by letter on the Map. The remaining portion of the Premises,

referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage or fraction thereof for each Unit being as shown on the attached Exhibit "C".

2.3 LIMITED COMMON ELEMENTS. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements. The Limited Common Elements reserved for the exclusive use of the individual Owners are the garages and patio structures. Such spaces and structures are allocated and assigned by the Declarant to the respective Units, as indicated on the Plat. Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners, except by invitation.

2.4 REGULATION OF COMMON AREAS. Portions of the Common Areas are intended as recreation areas, and are improved with green areas, swimming pool, and other facilities. Reasonable regulations governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by the Declarant, or by the Board of Directors of the Association after the same has been elected. Such regulations shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Association for the compliance therewith by the members of their respective families, relatives, guests or invitees, both minor and adult.

2.5 INSEPARABLE UNITS. Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times remain indivisible.

2.6 DESCRIPTIONS. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Building letter and Unit number, as shown on the Map, followed by the words REGENCY COURT TOWNHOMES CONDOMINIUMS and by 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 Common Elements.

2.7 ENCROACHMENTS. If any portion of the Common Elements encroaches upon a 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 or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands and does exist. A valid easement also exists to that portion of the General Common Elements and of the Limited Common Elements occupied by any part of an Owner's Unit not contained within the physical boundaries of such Unit, including, but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2.8 GOVERNMENTAL ASSESSMENT. Declarant shall give written notice to the Assessor's Office of the creation of Condominium Ownership of this Property, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2.9 USE AND OCCUPANCY RESTRICTIONS.

a. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two (2) or more adjoining Units used together shall be used for residential purposes or such other uses permitted by this Declaration, and for no other purposes. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from:

(1) Maintaining his personal professional library;

(2) Keeping his personal business or professional records or accounts; or

(3) Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

b. That part of the Common Elements separating and located between and exclusively serving two (2) or more adjacent Units used together (including, without limitation, portions of any hallway and any walls) may be altered with written consent of the Board, as provided in Paragraph 3.8 herein, to afford ingress to and egress

from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided:

(1) The expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations;

(2) Such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and

(3) Such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units), including, without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by such alteration.

c. The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, receiving rooms, swimming pool, and any other areas designed for specific use shall be used for the purposes approved by the Board.

d. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and may be subject to lease, concession or easement, presently in existence or entered into by the Board at some future time.

e. Without limiting the generality of the foregoing provisions of this Paragraph 2.9, use of the Property by the Unit Owners shall be subject to the following restrictions:

(1) Nothing shall be stored in the Common Elements without prior consent of the Board, except in storage areas or as otherwise herein expressly provided;

(2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

(3) No waste shall be committed in or on the Common Elements;

(4) Subject to Declarant's rights under Paragraph 2.9a(14)(d) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

(5) No noxious or offensive activity shall be carried on, in or upon the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view of other Unit Owners without the prior written approval of the Board;

(6) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;

(7) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof;

(8) No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its Occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other Property and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view;

(9) No Unit Owner shall park, store or keep any vehicle, except wholly within the parking space designated therefor, and any inoperable vehicle shall not be stored in a parking space or within the Common Elements in general. No Unit Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck,

delivery truck and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit; motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Elements. Parking spaces shall be used for parking purposes only;

(10) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

(11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property, or from a point outside the Property directly to a parking space;

(12) No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets may be kept in Units subject to rules and regulations adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, the Association may determine a reasonable number in any instance to be more or less, and the Association may limit the size and weight of any household pets allowed. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Unit Owner. Animals belonging to Unit Owners, Occupants or their licensees, tenants or invitees within the Property must be kept either within an enclosure, an

enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board. Should any animal belonging to a Unit Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it has control over the Association) or a person designated by Declarant to do so, and subsequent thereto by the Association or its Managing Agent, to a pound under the jurisdiction of the local municipality in which the Property is situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any Unit Owner shall be absolutely liable to each and all remaining Unit Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by a Unit Owner or members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Unit Owner to clean up after such animals which have used any portion of the Common Elements;

(13) No Unit Owner shall be permitted to lease his Unit for hotel or transient purposes, which, for purposes of this paragraph is defined as a period less than thirty (30) days. No Unit Owner shall be permitted to lease less than the entire Unit. Every such lease shall be in writing. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations under the Declaration and By-Laws, of the Unit Owner making such lease and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations; and

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(14) In order that Declarant may establish the Property as a fully occupied Condominium, no Unit Owner nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing in any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon;

(b) Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining of the Common Elements or any Unit owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing any work and establishing the Property as a Condominium and disposing of the same by sale, lease or otherwise;

(c) Prevent Declarant, its successors or assigns, or its or their representatives, from maintaining a Sales Office and maintaining and showing model Units to aid in the marketing of the Units during the Construction Period; or

(d) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs for marketing of Units in the Property.

ARTICLE III

RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 OWNERSHIP. A Condominium Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

3.2 PARTITION. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided for hereinafter in Paragraph 6.2, "Judicial Partition". Nothing contained herein shall be construed as limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

3.3 EXCLUSIVENESS OF OWNERSHIP. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

3.4 ONE-FAMILY RESIDENTIAL DWELLING. Each Condominium Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, his social guests or his tenants.

3.5 MECHANIC'S AND MATERIALMAN'S LIENS. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the 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 Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

3.6 RIGHT OF ENTRY. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

3.7 OWNER MAINTENANCE. An Owner shall maintain and keep in repair the interior, patio space and garage of his own Unit, including the fixtures thereof. All fixtures and equipment installed with the 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 Unit, shall be

maintained and kept in repair by the Owner thereof; and an Owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors. An Owner shall be totally responsible for his own heating and cooling system.

3.8 ALTERATION. An Owner shall do no act nor any work that will impair the structural soundness and 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, Limited or General, without the prior written consent and approval in writing by the Board of Directors. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work. The Board shall have the obligation to answer within thirty (30) days after receipt of notice of the proposed alterations. Failure to so answer within the stipulated time shall mean that there is no objection to the proposed alteration or modification. During the Construction Period, Declarant shall have the sole right to approve or reject any plans and specifications submitted for consideration by an Owner.

3.9 RESTRICTION OF OWNERSHIP. As a restriction of the ownership provisions set forth in Paragraph 1.1t, "Unit", an Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors, ceilings and roofs surrounding his Unit, nor shall such Owner be deemed to own the utilities running through his Unit which are utilized for, or serve, more than one (1) Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall maintain the inner, 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 material.

3.10 LIABILITY FOR NEGLIGENT ACTS. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, and is not covered or paid for by insurance either on such Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject, pursuant to Article IV hereof. Such liability is limited to the liability Owner has under Texas law.

3.11 SUBJECT TO DECLARATION AND BY-LAWS. Each Owner and the Association shall comply strictly with the provisions of this Declaration, the By-Laws 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 for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner against another Owner or against the Association.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS. The administration of this Condominium Property shall be governed by the By-Laws of ^{HOME} REGENCY COURT / OWNERS ASSOCIATION, INC., a non-profit corporation, referred to herein as the "Association". 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 Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association shall enter into a management agreement upon the terms and conditions established in the By-Laws, and said management agreement shall be consistent with this Declaration.

4.2 DECLARANT CONTROL. Paragraph 4.1 notwithstanding, and for the benefit and protection of the Unit Owners and any First Mortgagees of record for the sole purpose of insuring a complete and orderly buildout as well as a timely sellout of the Condominium Project, the Declarant will retain control of and over the Association for a maximum period not to exceed July 15, 1985, or upon the sale of seventy-five percent (75%) of the Units or when in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational, whichever occurs first (1st). It is expressly understood, the Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than one (1) year without majority Association approval upon relinquishment of Declarant control. At the end of the Declarant Control Period, the Declarant, through the Board of Directors, shall call the first (1st) annual meeting of the Association. Declarant shall have the sole right to select and appoint the professional management firm for the initial twelve months after Declarant has relinquished control.

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4.3 TEMPORARY MANAGING AGENT. During the period of administration of this Condominium Regime by Declarant, the Declarant may employ or designate a temporary manager or managing agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by Declarant to him, except for the right to effect improvements or repairs. The Declarant may pay such temporary manager or managing agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the Common Expenses of this Condominium Regime and shall be paid out of the Association budget.

4.4 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT. Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the following limitations, restrictions and provisions:

a. The right of the Association to publish rules and regulations governing use of the Common Areas and the improvements and facilities located thereon, and to establish and enforce penalties for infractions thereof;

b. The right of the Association to charge reasonable fees for the use of facilities within the Common Area, if such facilities are not used by all Members equally;

c. The right of the Association, subsequent to the Declarant Control Period, to borrow money and mortgage the Common Area and improvements for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property; providing, however, that the rights of any such Mortgagee in such property shall be subordinate to the rights of the Owners hereunder, and in no event shall any such Mortgagee have the right to terminate the Condominium Regime established by this Declaration;

d. The right and duty of the Association to suspend the voting rights and the right to the use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Condominium Unit remains unpaid;

e. The right of Declarant or the Association after the Declarant Control Period to dedicate or transfer all or any part of the Common Area for utility easements to any public agency, authority or utility for the purposes, and subject to the

conditions, of such agency, authority or utility. No such dedication or transfer shall be effective unless approved by all First Mortgagees and two-thirds (2/3) vote of the quorum of Owners present at a meeting of the Association specifically called for the purpose of approving any such dedication or transfer, and unless an instrument signed by the Board of Directors reflecting such vote of the Owners agreeing to such dedication or transfer and First Mortgagee approval has been duly recorded in the Condominium Records of Harris County, Texas;

f. The right of the Association to adopt, implement and maintain a private security system for the Premises consistent with applicable laws;

g. The right of the Association to establish rules and regulations governing traffic within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

h. The right of the Association to regulate noise within the Premises, including, without limitation, the right of the Association to require mufflers on engines and to prohibit the use of devices producing excessive noise; and

i. The right of the Association to control the visual attractiveness of the property, including, without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Property.

4.5 MEMBERSHIP, VOTING, QUORUM, PROXIES.

a. Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with REGENCY COURT TOWNHOMES CONDOMINIUMS during the period of such ownership and membership of the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member

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arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon shall terminate.

b. Voting. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is one hundred twenty-eight (128). The combined weighted votes calculated in accordance with Exhibit "C" shall equal one hundred percent (100%).

c. Quorum. The majority of the Unit Owners as defined in Article I shall constitute a quorum.

d. Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

4.6 INSURANCE.

a. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any 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 and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable

replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Owners Association, as Attorney In Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days prior written notice to each First Mortgagee. The Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

b. The Association shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements of the Project and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, its Board of Directors or a Unit Owner. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage, plus an umbrella policy for not less than One Million Dollars (\$1,000,000.00) for all claims for personal injury, including death, and/or property damage arising out of a single occurrence; and the policy shall include water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

c. The Association shall keep a policy or policies of (i) liability insurance insuring the Board of Directors, officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities, (ii) workmen's compensation as required under the laws of the State of Texas, and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Association.

d. The Association shall be responsible for obtaining insurance upon the Units, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Unit, as initially installed or replacements thereof. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit 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 a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner, and each Unit Owner must furnish a copy of his insurance policy to the Association.

e. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association or their respective servants, agents or guests.

ARTICLE V

MAINTENANCE ASSESSMENTS

5.1 ASSESSMENTS FOR COMMON EXPENSES. All Owners shall be obligated to pay the estimated assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first (1st) day of each month. Failure to pay by the fifteenth (15th) day of each month shall require the imposition and assessment of a late charge of Five Dollars (\$5.00). Contribution for monthly assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than the first (1st) day of a month.

5.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the residents in the Property, and in particular for the improvement, maintenance and preservation of the Property, the services and the facilities devoted to said purposes that are related to the use and

enjoyment of both the Common Elements and the Units situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Elements; fire, extended coverage, vandalism, malicious mischief and liability insurance for the Condominium Units; management costs, taxes, legal and accounting fees as may from time to time be authorized by the Association; construction of other facilities; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of the Property; mowing grass, caring for the grounds and landscaping; caring for the swimming pool and equipment; roofs and exterior surfaces of all Buildings and garages; garbage pickup; pest control; street maintenance; outdoor lighting; security service for the Property; water and sewer service furnished to the Property by or through the Association; discharge of any liens on the Common Elements; and other charges required by this Condominium Declaration, or other charges that the Association is authorized to incur. In addition, the Association shall establish a reserve for repair, maintenance and other charges as specified herein.

5.3 DETERMINATION OF ASSESSMENTS. The assessments shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. This determination may include, among other items, taxes, governmental assessments, landscaping and grounds care, Common Area lighting, repairs and renovation, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. 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.

5.4 INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT.

a. The monthly assessments shall be made according to each Owner's proportionate or percentage interest in and to the Common Elements provided in Exhibit "C" attached hereto.

b. As of January 1st of the year immediately following the conveyance of the first (1st) Condominium Unit to an Owner other than the Declarant, the Board of Directors may set the monthly assessment for the next succeeding twelve (12)-month period at an amount which shall not exceed one hundred ten percent (110%) of the monthly assessment allowed for January of the preceding year. If the Board determines at any time during the calendar year that a greater increase of the monthly assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the assent of a two-thirds (2/3) vote of the quorum of Owners, present at such meeting, the monthly assessment may be set at whatever level such Owners approve. The new assessment shall become the basis for future annual increases, using the one hundred ten percent (110%) formula, as above outlined.

c. The Board of Directors shall have authority to lower the monthly assessment, if it deems feasible.

5.5 SPECIAL ASSESSMENTS FOR IMPROVEMENTS. Subsequent to the Declarant Control Period and in addition to the annual assessments authorized above, at any time the Association may levy in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting duly called for this purpose. The Declarant will be treated as all other Unit Owners for purposes of special assessments.

5.6 COMMENCEMENT OF ASSESSMENTS. The monthly assessments provided for herein shall be due on the first (1st) day of the month. The assessments shall be prorated if the ownership of a Unit commences on a day other than the first (1st) day of the month. The Board shall fix the amount of the monthly assessments against such Unit at least thirty (30) days prior to January 1st of each year; provided, however, that the Board shall have a right to adjust the monthly assessments, as long as any such adjustment does not exceed the maximum permitted hereunder, with thirty (30) days' written notice given to each Owner. Written notice of the monthly assessment adjustment shall be sent

to every Owner subject thereto. The due date shall be established by the Board, and unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the assessments monthly in accordance with Paragraph 5.1 hereof.

5.7 NO EXEMPTION. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

5.8 LIEN FOR ASSESSMENTS.

a. All sums assessed but unpaid by a Unit Owner for its share of Common Expenses chargeable to its respective Condominium Unit, including interest thereon at ten percent (10%) per annum, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for:

(1) All taxes and special assessments levied by governmental and taxing authorities; and

(2) All liens securing sums due or to become due under any duly recorded mortgage vendor's lien or deed of trust.

b. To evidence such lien the Association may, but shall not be required to, prepare 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 notice shall be signed by one (1) of the Board of Directors and may be recorded in the 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 defaulting Owner's Condominium Unit by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Article 3810 of the Revised Civil Statutes of the State of Texas, or in any manner permitted by law. Each Owner, by accepting a deed to his Unit, expressly grants to the Association a power of sale, as set forth in said Article 3810, in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for

filing the notice of claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

c. 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.

d. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure payment of a common assessment or special assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinated and inferior to those liens listed in Subparagraphs 5.8a(1) and (2).

e. 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 encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

5.9 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for

claims for its pro-rata share of such assessments resulting from a reallocation among all Units, which reallocation, if necessary, will require a readjustment of the common assessment as provided in Paragraph 5.4b. No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.10 STATEMENT OF ASSESSMENTS. Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessments, the date of such assessment and the due date, credit for advance 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 assessments 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 Purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Unit (herein called "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 Grantor the amounts paid by the Grantee, but such transferee shall be personally liable only if he expressly assumes such liability. The Grantee shall be entitled to a statement from the Board of Directors, 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 such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement 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, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Condominium Unit accruing prior to such ten (10)-day period.

ARTICLE VI

DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

B.1 DESTRUCTION OR OBSOLESCENCE.

a. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney In Fact to deal with the Property upon its destruction, obsolescence or condemnation. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney In Fact herein provided. All of the Owners irrevocably constitute and appoint REGENCY COURT OWNERS ASSOCIATION, INC., 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, obsolescence or condemnation, as hereinafter provided. As Attorney In Fact, the Association, by its authorized officers 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 is necessary and appropriate to exercise the powers herein granted.

b. Repair and reconstruction of the improvement(s), as used in the succeeding subparagraphs, means restoring the improvement(s) to substantially the same condition in existence prior to the damage, with each Unit and 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 all of the Owners and all of the First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter:

(1) 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.

(2) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds percent (66-2/3%) of all the 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 special assessment made pro rata according to each Owner's proportionate interest in and to the 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 V hereof. The lien provided for herein shall be subordinate to any recorded first mortgage lien, as provided in Paragraph 5.9 of this Declaration. Should the Association choose to foreclose said lien, as provided in Article V, the proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney In Fact, in the following order:

(a) For payment of taxes and special assessment liens in favor of any governmental assessing entity;

(b) For payment of the balance of the lien of any first mortgage;

(c) For payment of unpaid Common Expenses;

(d) For payment of junior liens and encumbrances in the order and extent of their priority; and

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(c) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(3) IF more than sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements, not including land, are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, 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 Plat and the By-Laws. 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 divided proceeds shall be paid into one hundred twenty-eight (128) separate accounts each such account representing one (1) of the Condominium Units in the total Project. Each such account shall be in the name of the Association, and shall be further identified by the number of the 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 one (1) 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 proportionate interest in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one

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(1) account to another, by the Association, as Attorney In Fact, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof. Any decision to terminate the condominium status as herein provided must have the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of the Association.

(4) If the Owners representing a total ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, then all of the Owners shall be bound by the terms and 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 proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Association shall have the authority to cause the repair and 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 Paragraph 5.8 hereof, but will be subordinate to any prior recorded first mortgage lien, as provided in Paragraph 5.9 hereof. Should the Association foreclose said assessment lien, as provided in said Paragraph 5.8, 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 Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof.

(5) The Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66-2/3%) of the Common Elements or more, may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, the expenses thereof shall be payable by all of the Owners as Common Expenses.

(6) Any restoration, reconstruction or repair of the Project shall be performed substantially in accordance with this Declaration and the original Plans and specifications, unless other action is approved by the holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of the Association.

(7) The Owners representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements and all holders of first mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, 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 Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interests may appear on the basis of each Owner's percentage or fraction of interest in the Common Elements, and such apportioned proceeds shall be paid into one hundred twenty-eight (128) separate accounts each such account representing one (1) Condominium Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the 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 funds, without contribution from (1) fund to another, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof.

6.2 JUDICIAL PARTITION. There shall be no judicial partition of the Common Elements, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 6.1 hereof in the case of damage or destruction or unless the Property has been removed from the

provisions of the Texas Condominium Act; provided, however, that if any Condominium Unit shall be owned by two (2) or more co-tenants, as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants, but such partition shall not affect any other Condominium Unit.

6.3 CONDEMNATION.

a. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, as Attorney In Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgages known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association, as Attorney In Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association 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, as Attorney In Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Condominium Unit), the Association, as Attorney In Fact, in addition to the general powers set out herein, 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.

b. With respect to any such taking, all damages and awards shall be determined for the taking of the individual Units and for the taking of the Common Elements and for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner for the loss of the individual Unit plus an amount in

proportion to his percentage or fractional ownership interest in the Common Elements to be applied or paid as set forth in Subparagraphs 6.1b(2)(*) through (e) hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association, as Attorney In Fact, on behalf of the Owners. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66-2/3%) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

(1) The Association shall determine which of the Condominium Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of each Condominium Unit so damaged.

(2) The Association shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.

(3) In the event that the Association determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable, then the Condominium 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 the proportionate ownership interest previously owned by each Owner in the Common Elements. Any decision to terminate the condominium status of the

Project must have the approval of First Mortgagees holding the mortgages on Units which have at least fifty-one percent (51%) of the votes in the Association.

(4) In the event that the Association determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenantable. The restoration shall be performed in accordance with this Declaration and the original Plans and specifications, unless other action is approved by holders of mortgages on the remaining Units which have at least fifty-one percent (51%) of the votes in the Association. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Subparagraphs 6.1b(2)(a) through (e) hereof; and the remaining portion of such Units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the proportionate ownership interest in the Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the Common Elements among the reduced number of Owners based upon the square footage of the individual remaining Units in proportion to the total square footage of all the remaining Units. If sixty-six and two-thirds percent (66-2/3%) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be

paid to the accounts of the Owners of Units, as provided herein; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units 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 the proportionate ownership interest previously owned by each Owner in the Common Elements. The Owners representing an aggregate ownership interest of sixty-seven percent (67%) of the Common Elements and holders of first mortgages on Units which have at least fifty-one percent (51%) of the votes on Units subject to first mortgages may agree that the Property should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, 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 the Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interests may appear on the basis of each Owner's proportionate ownership interest in the regrouped estate. Any damages, awards, or sales proceeds provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Subparagraphs 6.1b(2)(a) through (e) hereof.

ARTICLE VII

PROTECTION OF MORTGAGEE

7.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

7.2 NOTICE OF DEFAULT; LAPSE IN INSURANCE. The Association shall notify a First Mortgagee in writing, upon written request of such Mortgagee identifying the name and address of the Mortgagee and the Unit number, of any default by the Mortgagor in the performance of such Mortgagor's obligations, as set forth in this Declaration, which is not cured within sixty (60) days. The Association, upon written request, shall notify a First Mortgagee of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

7.3 EXAMINATION OF BOOKS. The Association shall permit First Mortgagees to examine the books and records of the Association upon request.

7.4 RESERVE FUND. The Association shall establish adequate reserve funds for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary special assessments. In addition, there shall be established a working capital fund for the initial operation of the Condominium Project equal to at least two (2) months' estimated Common Assessments charge for each Unit, said deposit to be collected at closing of Unit sale.

7.5 ANNUAL AUDITS. Upon written request the Association shall furnish each First Mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

7.6 NOTICE OF MEETINGS. 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 (1) such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 NOTICE OF DAMAGE OR DESTRUCTION. The Association shall furnish the First Mortgagee timely written notice of any substantial damage or partial destruction of any Unit on which the First Mortgagee holds the mortgage if such loss exceeds One Thousand Dollars (\$1,000.00) and of any part of the Common Elements if such loss exceeds Ten Thousand Dollars (\$10,000.00).

7.8 MANAGEMENT AGREEMENTS. Any management agreement and/or service contract entered into by the Association will be terminable by the Association without cause and without payment of a termination fee upon ninety (90) days' or less 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 successive one (1)-year periods. In the event of the termination of the management agreement, as provided herein, the Association shall enter into a new management agreement with a new management agent prior to the effective date of the termination of old management agreement. Any decision to establish self-management by the Owners Association shall require the prior consent of Owners of Units to which at least sixty-seven percent (67%) of the votes are allocated and the approval of first mortgage holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of the Association.

7.9 TAXES, ASSESSMENTS AND CHARGES. All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 AMENDMENTS TO DECLARATION; APPROVAL OF OWNERS AND MORTGAGEES.

a. The consent of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages and, upon written request, notice to all First Mortgagees holding mortgages on Units shall be required to add or amend any material provisions to this Declaration or to the By-Laws which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the Common Elements;
- (4) Insurance or fidelity bonds;
- (5) Rights to use of the Common Areas;
- (6) Responsibility for maintenance and repair of the Units and Common Elements;

(7) Expansion of the Project;

(8) Boundaries of any Unit;

(9) Convertibility of Units into Common Elements, or
Common Elements into Units;

(10) Leasing of Units;

(11) Imposition of any right of first refusal or
similar restriction on the right of a Unit Owner to sell,
transfer, or otherwise convey his Unit; or

(12) Any provisions which are for the express benefit
of first mortgage holders, insurers, or guarantors of
first mortgages.

b. The consent of Owners of Units to which at least
sixty-seven percent (67%) of the votes in the Association are
allocated and the approval of First Mortgagees holding mortgages on
Units which have at least sixty-seven percent (67%) of the votes of
Units subject to Mortgages, shall be required to:

(1) partition or subdivide any Unit. In addition to
the approval of the Owner any mortgage holder, if any,
must be obtained;

(2) by act or omission, seek to abandon, partition,
subdivide, encumber, or transfer the Common Elements,
other than the granting of easements for public utilities
or other public uses; or

(3) use hazard insurance proceeds for losses to any
condominium property for other than the repair,
replacement or reconstruction of such property, except as
provided by statute in the case of substantial loss, and
as provided in Paragraph 6. [b(3)].

c. The consent of Owners of Units to which at least one
hundred percent (100%) of the votes of the Association are allocated
and the approval of First Mortgagees holding mortgages on Units
which have at least sixty-seven percent (67%) of the votes of Units
subject to mortgages shall be required to terminate or abandon the
condominium status of the Project by act or omission, except for a
termination due to destruction or condemnation.

d. Any amendment which would change the percentage or fraction of interest of the Unit Owners in the Common Elements will require the consent of Owners of one hundred (100%) of the votes allocated in the Association and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

e. Any First Mortgagee who receives a written request to approve additions or amendments to the Declaration or By-Laws, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request.

f. Unless otherwise provided in this Paragraph 8.1 or elsewhere in this Declaration, any of the provisions herein may be amended by the consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocation, but no amendment shall affect the rights given to the Declarant, herein, without the consent of the Declarant.

8.2 CORRECTION OF ERROR. Declarant reserves, and shall have the continuing right, until the end of the Construction Period, without the consent of the other Owners, or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

8.3 OWNERSHIP OF COMMON PERSONAL PROPERTY: Upon termination of the Construction Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common 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.

8.4 CHANGE IN DOCUMENTS. Upon written request, the holder of any mortgage covering any of the Condominium Units shall be entitled to written notification from the Association thirty (30) days prior to the effective date

of any change in the Condominium documents. Any change in said documents during the time Declarant has control of the Association shall require the additional approval of the Veterans Administration.

8.5 NOTICE. 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 Unit number and Building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid, to 5051 Westheimer, Suite 1600, Houston, Texas 77056, until such address is changed by a notice of address change duly recorded in the Harris County Condominium Records.

8.6 CONFLICT BETWEEN DECLARATION AND BY-LAWS. Whenever the application of the provisions of this Declaration conflict with the application of any provision of the By-Laws adopted by the Association, the provisions or application of this Declaration shall prevail.

8.7 INVALIDATION OF PARTS. 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 provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

8.8 OMISSIONS. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8.9 TEXAS CONDOMINIUM ACT. 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.

8.10 GENDER. 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.

8.11 GARAGES. Notwithstanding anything to the contrary herein, the 2 motor vehicle enclosed garages included with each Unit may not be converted into a game room, living room, recreational room, bedroom or any other type of room or facility, it being a requirement that every Unit shall at all times keep, have and maintain a 2 motor vehicle enclosed garage. No Unit shall be required to have, keep or main-

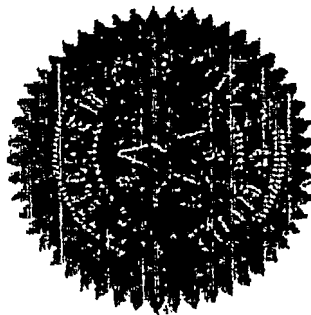
IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed, this 10th day of September, 1982.

CADILLAC DEVELOPMENT CORPORATION

By Frank Hudson
Frank Hudson, President

ATTEST:

[Signature]
Secretary



THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Frank Hudson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of September, 1982.

[Signature]
Notary Public in and for
Harris County, Texas

My Commission Expires:
BONNIE J. BELL
Notary Public, State of Texas
My Commission Expires August 23, 1985



REGENCY SQUARE COURT
LEGAL DESCRIPTION

5,6411 acres of land situated in the John H. Walton Survey, Abstract 852, Harris County, Texas, being Reserves H, I, J & K, Block One, corrected plat of Regency Square Office Park, Section Three, as shown on plat thereof recorded in Volume 217, Page 121, Map Records of Harris County, Texas, the subject 5.6411 acres being more particularly described by metes and bounds as follows and in conformance with the Texas State Plane Coordinate System, South Central Zone:

BEGINNING at a 5/8 inch iron rod found in the Northerly right-of-way line of Regency Square Court (based on 60 foot width) at its intersection with a cut-back line from Regency Square Boulevard, said 5/8 inch iron rod being a South-easterly corner of Reserve "K" and having Texas State Plane Coordinates of X= 3,107,550.49 and Y= 700,943.52;

Thence, S 36° 49' 23", with the Northerly line of Regency Square Court and the Southerly line of Reserve "K", a distance of 70.00 feet to a 5/8 inch iron rod found for a point of curvature;

Thence, in a Southwesterly direction continuing with the Northerly line of Regency Square Court and the Southerly line of Reserve "K", along a curve to the left having a central angle of 51° 08' 03", a radius of 215.00 feet, an arc length of 191.88 feet to a 5/8 inch iron rod found for a point of tangency;

Thence, S 87° 48' 26" W, continuing with the Northerly line of Regency Square Court and the Southerly line of Reserve "K", a distance of 86.04 feet to a 5/8 inch iron rod set for the beginning of a cul-de-sac at the end of Regency Square Court and being the Southwesterly corner of Reserve "K" and the Southeasterly corner of Reserve "J";

Thence, along said cul-de-sac to the left having a central angle of 300° 00' 00", a radius of 60.00 feet, at an arc length of 157.08 feet pass a 5/8 inch iron rod for the Southerly Southeasterly corner of Reserve "J" and the Northerly Northeasterly corner of Reserve "I", and at an arc length of 256.33 feet pass a 5/8 inch iron rod found for the Northeasterly corner of Reserve "I" and the Northwesterly corner of Reserve "H", and in all a total arc length of 314.16 feet to a 5/8 inch iron rod set for the end of said cul-de-sac in the Southerly line of Regency Square Court;

Thence, N 87° 48' 26" E, with the Southerly line of Regency Square Court and the Northerly line of Reserve "H", a distance of 86.04 feet to a 5/8 inch iron rod set for the point of curvature;

Thence, in a Northeasterly direction continuing with the Southerly line of Regency Square Court and the Northerly line of Reserve "H", along a curve to the left having a central angle of 09° 00' 17", a radius of 275.00 feet, an arc length of 43.22 feet to a 5/8 inch iron rod set for the Northeasterly corner of Reserve "H" and the Northwesterly corner of Reserve "G", from said 5/8 inch rod a found 1/2 inch iron rod bears N 37° 26' 20" N, 0.39 feet;

Thence, S 11° 11' 49" E, with the Easterly line of Reserve "H" and the Westerly line of Reserve "G", a distance of 280.88 feet to a chiseled "X" found on top of curb for the Southeasterly corner of Reserve "H" and the Southwesterly corner of Reserve "G", and being in the Northerly line of Reserve "D", from said chiseled "X" a found concrete nail bears 0.17 feet South and 0.17 feet East;

REGENCY SQUARE COURT
LEGAL DESCRIPTION CONTINUED

Thence, S 87° 55' 34" W, with the Northerly line of Reserve "D" at a 220.00 feet pass a 5/8 inch iron rod found for the Southwesterly corner of Reserve "H" and the Southeasterly corner of Reserve "I", and in all a total distance of 405.00 feet to a 5/8 inch iron rod found for the Southwesterly corner of Reserve "I" and the Northwesterly corner of Reserve "D", being in the Westerly line of Block One, Regency Square Office Park, Section Three;

Thence, N 02° 11' 34" W, with Westerly line of Block One at 303.19 feet pass a 5/8 inch iron rod found for the Northwesterly corner of Reserve "I" and the Southwesterly corner of Reserve "J", and in all a total distance of 526.39 feet to a 5/8 inch iron rod found for the Northwesterly corner of Reserve "J", and the Southwesterly corner of Reserve "L";

Thence, N 87° 48' 26" E, with the Southerly line of Reserve "L", at 231.96 feet pass a 5/8 inch iron rod for the Northeasterly corner of Reserve "J", and the Northwesterly corner of Reserve "K", and in all a total distance of 424.47 feet to a 5/8 inch iron rod found in the Westerly right-of-way line of Regency Square Boulevard from which the center of curvature bears N 82° 12' 07" E, 490.00 feet;

Thence, in a Southeasterly direction with the Westerly line of Regency Square Boulevard and the Easterly line of Reserve "K" along a curve to the left having a central angle of 20° 39' 19", a radius of 490.00 feet, an arc length of 176.65 feet, to a 5/8 inch iron rod found for corner from which the center of curvature bears N 41° 32' 48" E, 490.00 feet;

Thence, S 08° 19' 37" E, with the hereto fore mentioned cut-back line a distance of 16.44 feet to the POINT OF BEGINNING and containing 5.6411 acres or 245,725 square feet of land.

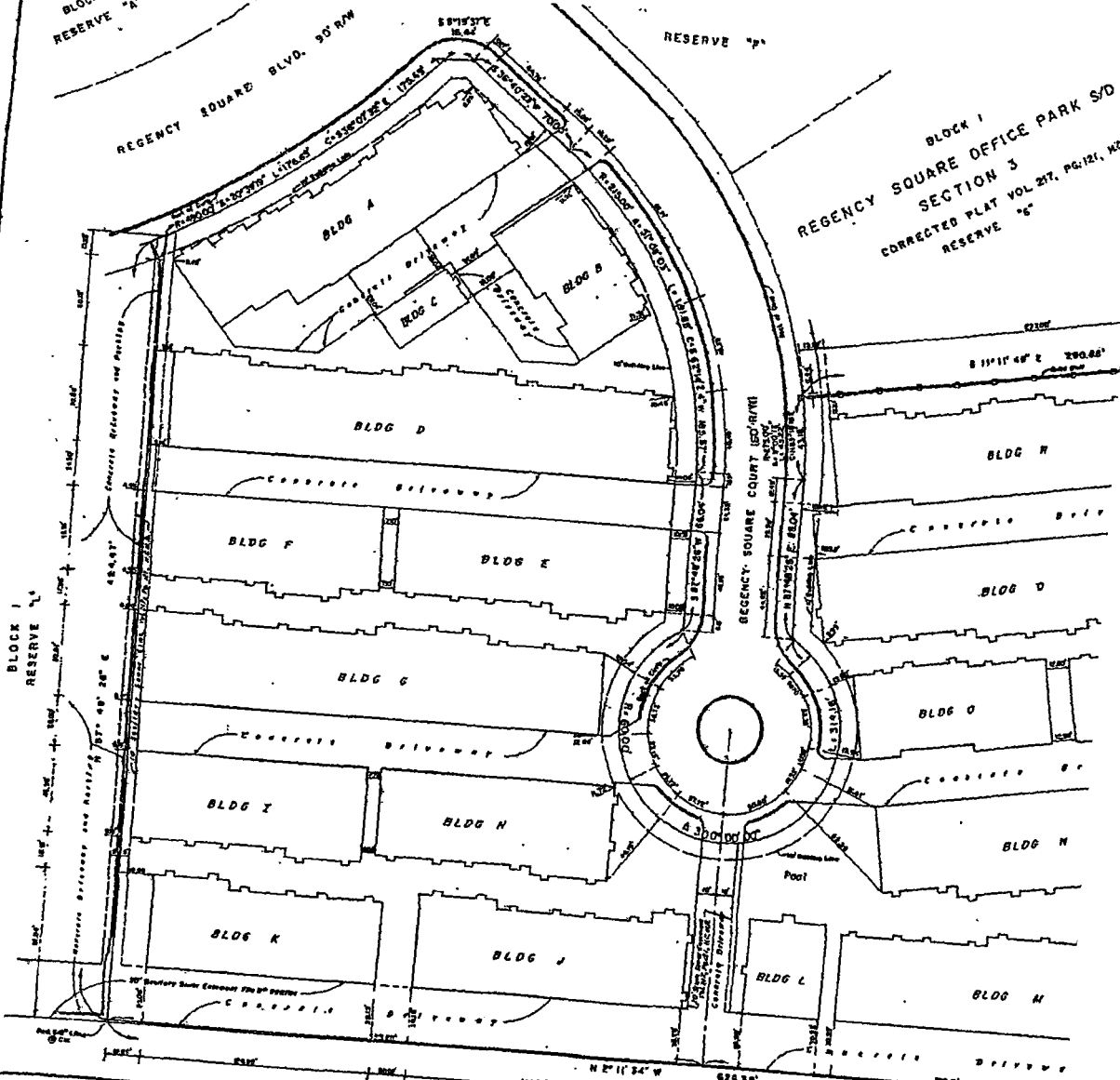
BLOCK 3
RESERVE "A"

REGENCY SQUARE BLVD. 30' R/W

RESERVE "P"

BLOCK 1
REGENCY SQUARE OFFICE PARK S/D
SECTION 3
CORRECTED PLAT VOL 217, PG. 121, MCM
RESERVE "G"

BLOCK 1
RESERVE "L"



SHARPTOWN BLVD.

N 2° 11' 34" W

628.3'

NOTES:

- 1.- All bearings shown herein are referred to the Texas Plane Coordinate System, North Central Zone.
- 2.- This tract lies outside of and above the limits of the 100-year Flood Plain.

**REGENCY COURT TOWNHOMES
CONDOMINIUM & DECLARATION
AND TABLE OF CONTENTS
A CONDOMINIUM PROJECT**

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

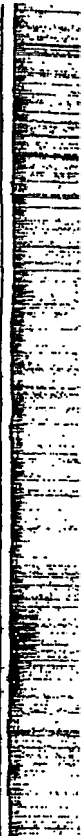
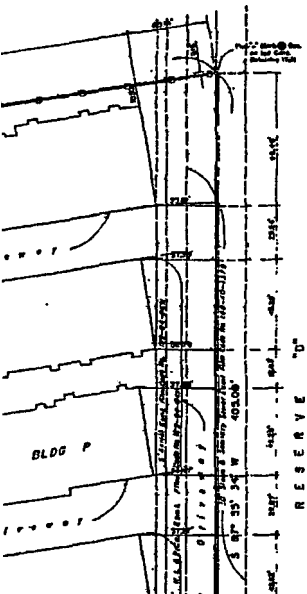
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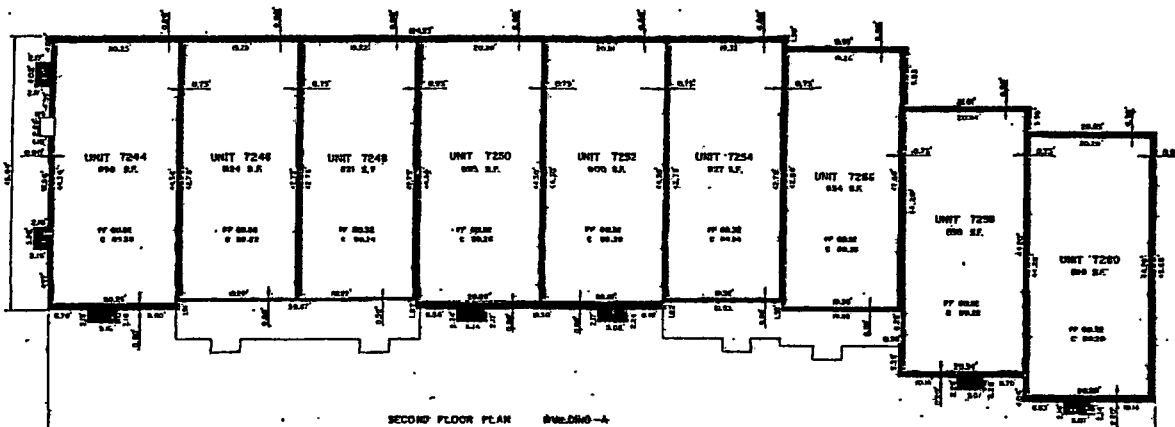
RECORDS MEMORANDUM

At the time of recording, this instrument was found to be authentic by the best photographic reproduction because of illegible nature of original and duplicate copies were prepared at the time the instrument was filed and retained.

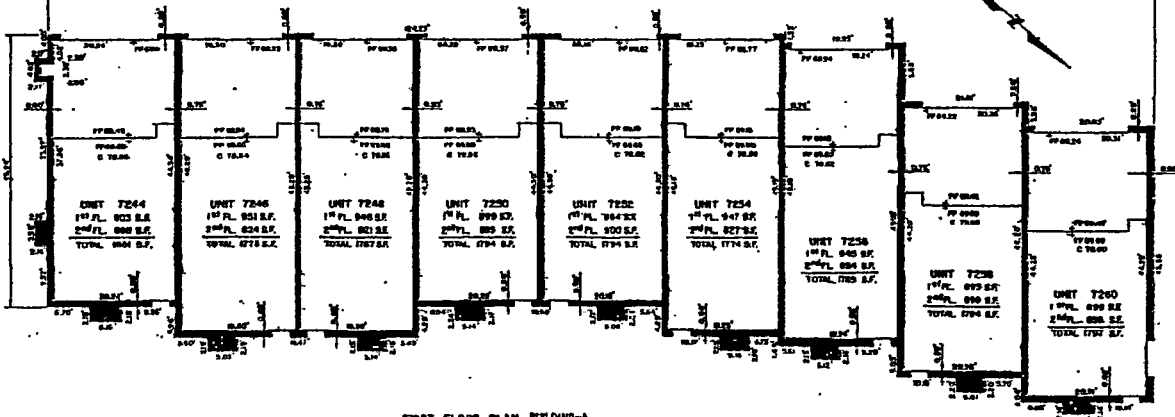
BENCH MARK:

ELEV 98.71, N.E. 1/4, Block, 1873 1/2,
City Street and McClellan Streets located
on North of 18th Street.

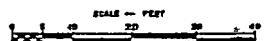




- NOTES
1. Unit Number in Street Address similar to Regency Square Court
 2. "FF" indicates Finish Floor Elevation
 3. "C" indicates Ceiling Elevation
 4. See Sheet No. 1 for South Arrow

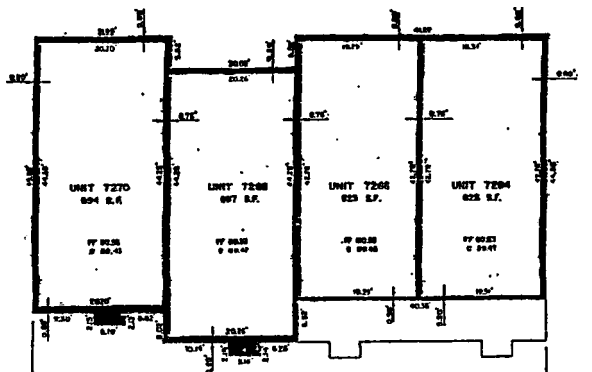


REGENCY COURT TOWNHOMES
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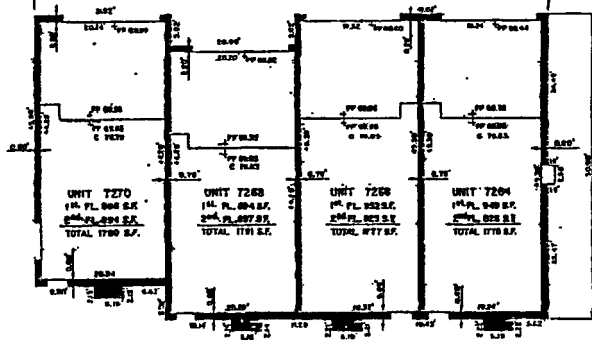


RECORDS AND CONDUCTIONS
 In the case of construction, the licensed and bonded to be performed by the best photographic reproduction of the original, correct or copy, document copy, etc. All additional and changes will appear at the time the same are made and corrected.

FLOOR PLAN, BUILDING A
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
 SHEET 2 OF 16 SHEETS

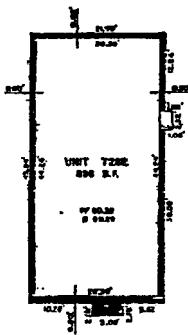


SECOND FLOOR PLAN BUILDING - B



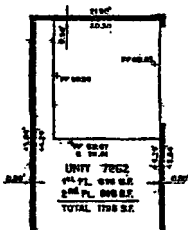
FIRST FLOOR PLAN BUILDING - B

REVISIONS MEMORANDUM
 All the floor of construction. This document was
 issued to be submitted for the first photograph
 construction because of the difficulty, nature of
 construction, second floor, structural steel, etc. All structural
 conditions and changes were approved by the firm
 the Department of Civil and Mechanical.

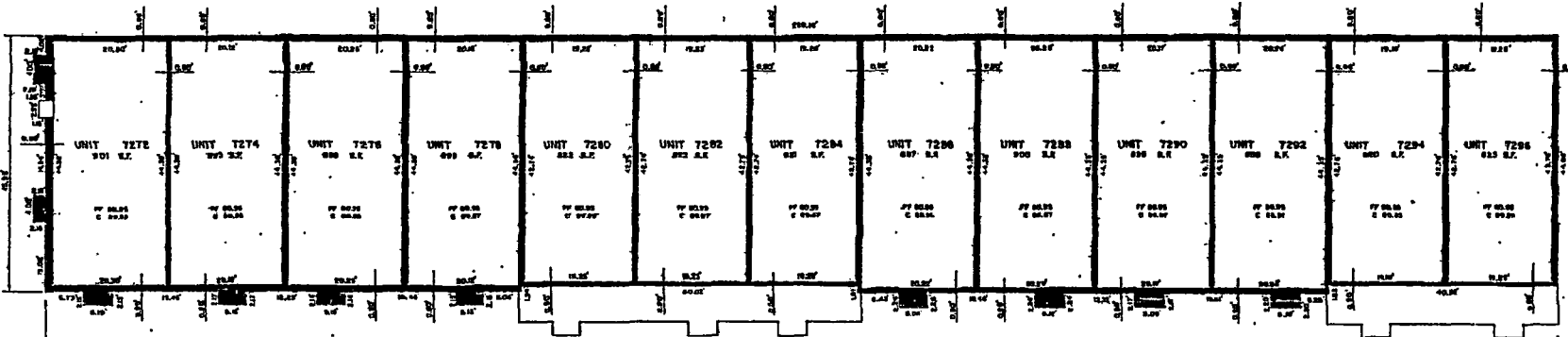


SECOND FLOOR PLAN BUILDING - C

- NOTE
1. Unit Number is Street Address number on Agency Square Court
 2. "FF" indicates Finish Floor Elevation
 3. "C" indicates Ceiling Elevation
 4. See Sheet No. 1 For Window Schedule

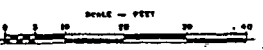
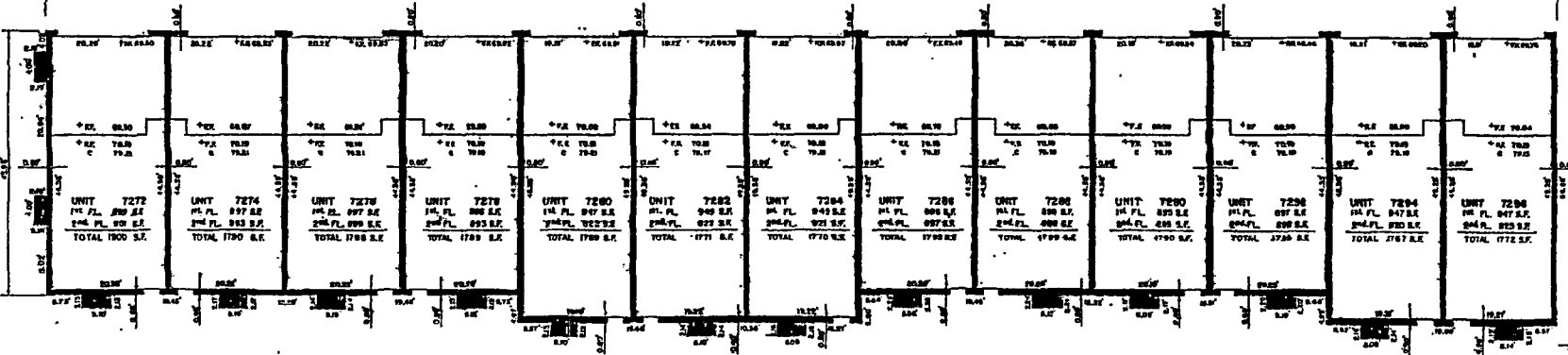


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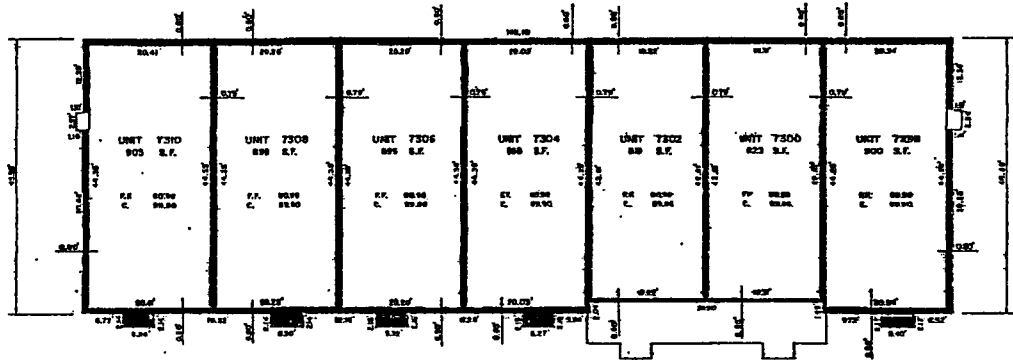
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- Notes
1. Unit Number is Street Address number on Regency Square Court
 2. "FF" Indicates Finish Floor Elevation
 3. "CC" Indicates Ceiling Elevation
 4. See Sheet No. 1 for Ranch Work

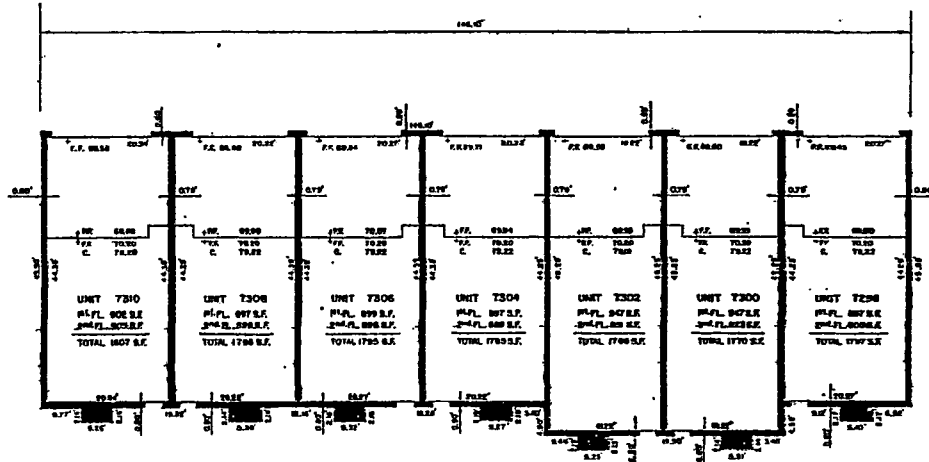


RECORDING INFORMATION
 In the case of recording, this document will
 need to be witnessed by the local photographer
 and notary public. The recording office will
 provide the necessary forms, and the recording
 office will charge with the recording of the
 document with this and recorded.

FLOOR PLAN, BUILDING D
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT -
 HOUSTON, TEXAS
 SHEET # of 16 SHEETS



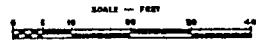
SECOND FLOOR PLAN BUILDING-E



FIRST FLOOR PLAN BUILDING-E

- NOTES**
1. Unit Number is Street Address number on Regency Square Court
 2. "F" Indicates Finish Floor Elevation
 3. "C" Indicates Ceiling Elevation
 4. See Sheet No. 1 For Symbol Mark

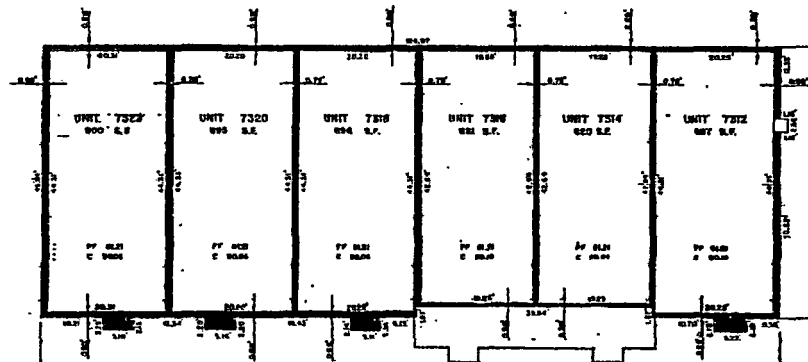
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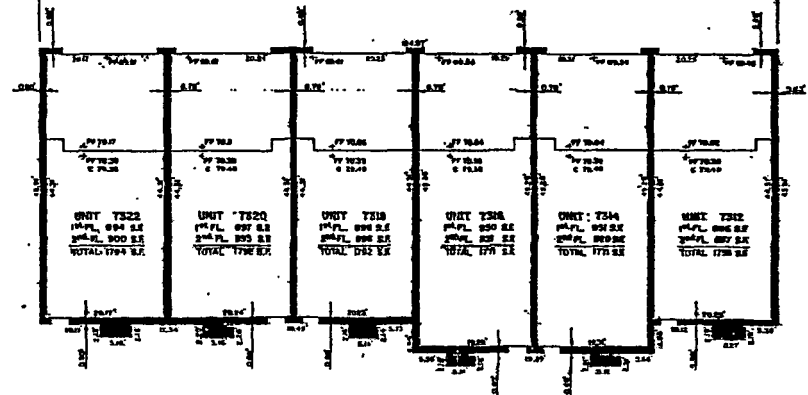
RECORDING INFORMATION
 In the State of Texas, the Instrument was duly recorded in the Public Records Office of Harris County, Texas, on this 14th day of August, 2003, at 10:00 AM. The Instrument is a Declaration of Condominium and is subject to the provisions of the Texas Condominium Act, Chapter 91, Texas Property Code, and the provisions of the Declaration of Condominium and the Condominium Bylaws.

FLOOR PLAN BUILDING E
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE-COURT
 HOUSTON, TEXAS
 SHEET 8 OF 18 SHEETS

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SECOND FLOOR PLAN BUILDING - F



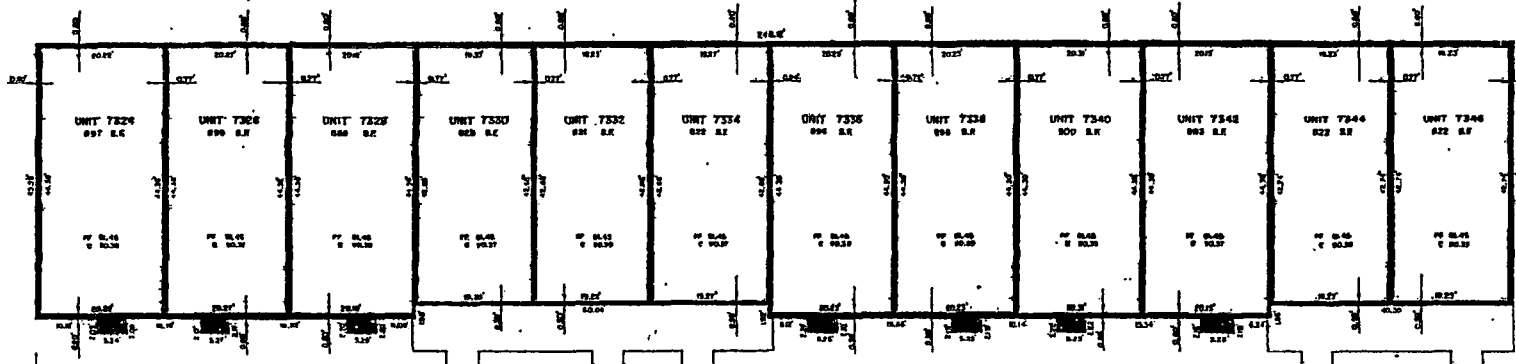
FIRST FLOOR PLAN BUILDING - F

- NOTES
1. Unit Number in Street Address Number on Keyway Square Court
 2. "7'" Indicates Finish Floor Elevation
 3. "8'" Indicates Ceiling Elevation
 4. See Sheet No.1 for Beach Deck

REVISIONS/REVISIONS:
 In the case of amendments, the drawings are
 used to be indicated by the last change
 indicated because of changes, unless it
 shows any, otherwise paper, etc. All changes,
 additions and changes were placed in the
 management and the record.

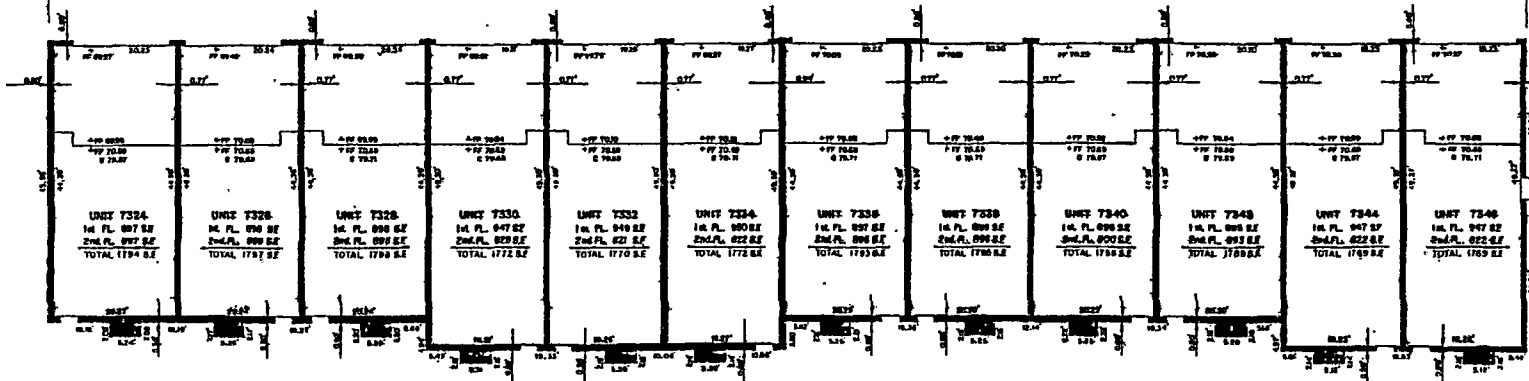


FLOOR PLAN, BUILDING F
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
 SHEET 8 of 8 SHEETS



SECOND FLOOR PLAN BUILDING - G

- NOTES
1. Unit Number is Street Address number on Regency Square Court
 2. "FF" indicates Finish Floor Elevation
 3. "C" indicates Ceiling Elevation
 4. See Sheet No. 1 for Beach Mark



FIRST FLOOR PLAN BUILDING - G

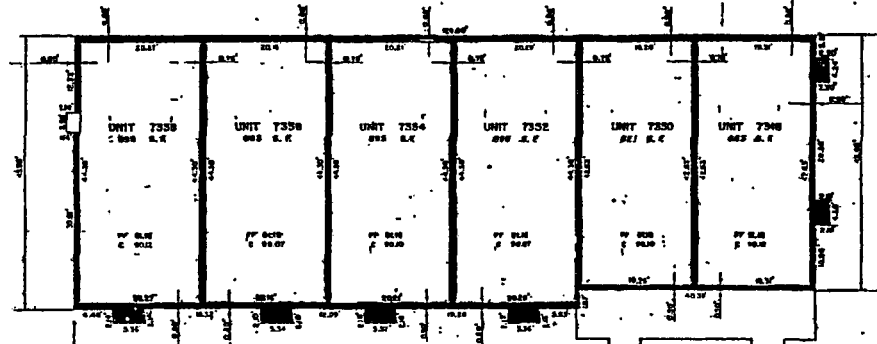
REGENCY TOWNHOMES
 All the fees of registration, map recording and bond to be deposited by the Declarant (Developer) and shall be the responsibility of the Declarant (Developer) and shall not be charged back to the Unit Owners. All changes must be made at the time the Declaration is recorded.

**REGENCY COURT TOWNHOMES
 CONDOMINIUM & DECLARATION
 AND TABLE OF CONTENTS
 A CONDOMINIUM PROJECT**

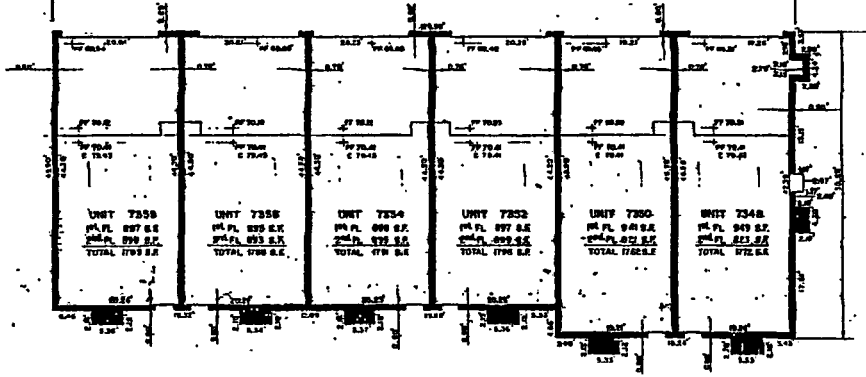
CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 126 PAGE 143

FLOOR PLAN BUILDING G
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
 SHEET 7 of 12 SHEETS





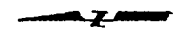
SECOND FLOOR PLAN BUILDING - H



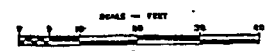
FIRST FLOOR PLAN BUILDING - H

REGENCY COURT TOWNHOMES
 CONDOMINIUM 4 DECLARATION
 AND TABLE OF CONTENTS
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HOUSTON COUNTY, TEXAS
 VOL. 124 PAGE 144

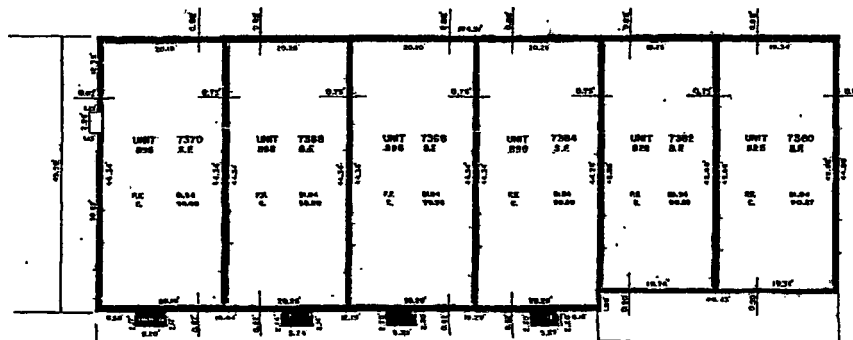
- NOTES
1. Unit Number is Street Address number on Regency Square Court
 2. "FF" Indicates Finish Floor Elevation
 3. "C" Indicates Ceiling Elevation
 4. See Sheet S-1 for Bench Mark



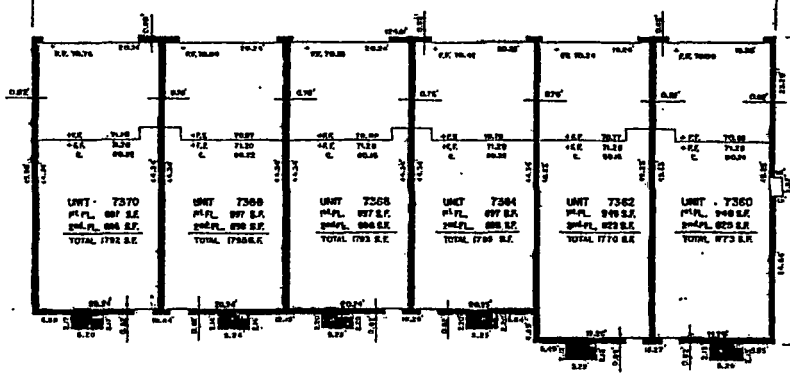
DISCLAIMER
 At the time of recording, the undersigned was not a licensed professional engineer or architect and the drawings were prepared by the undersigned and are not to be construed as such.



FLOOR PLAN, BUILDING H
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
 SHEET 8 OF 8 SHEETS



SECOND FLOOR PLAN BUILDING - I

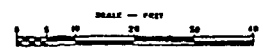


FIRST FLOOR PLAN BUILDING - I

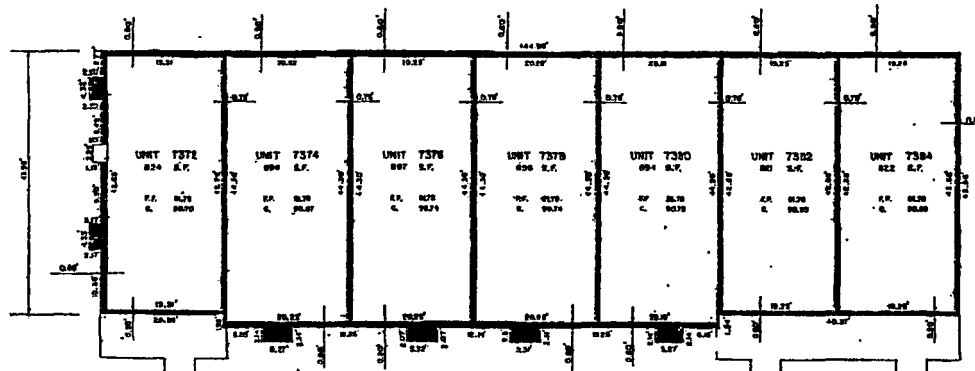
REGENCY COURT TOWNHOMES
 CONDOMINIUM DECLARATION
 AND TABLE OF CONTENTS
 A CONDOMINIUM PROJECT
 HOUSTON COUNTY, TEXAS
 VOL. 116 PAGE 145

- Notes
1. Unit Number in Street Address Number on Regency Square Court
 2. "FF" Indicates Finish Floor Elevation
 3. "FC" Indicates Ceiling Elevation
 4. See Sheet No. 1 for South Note

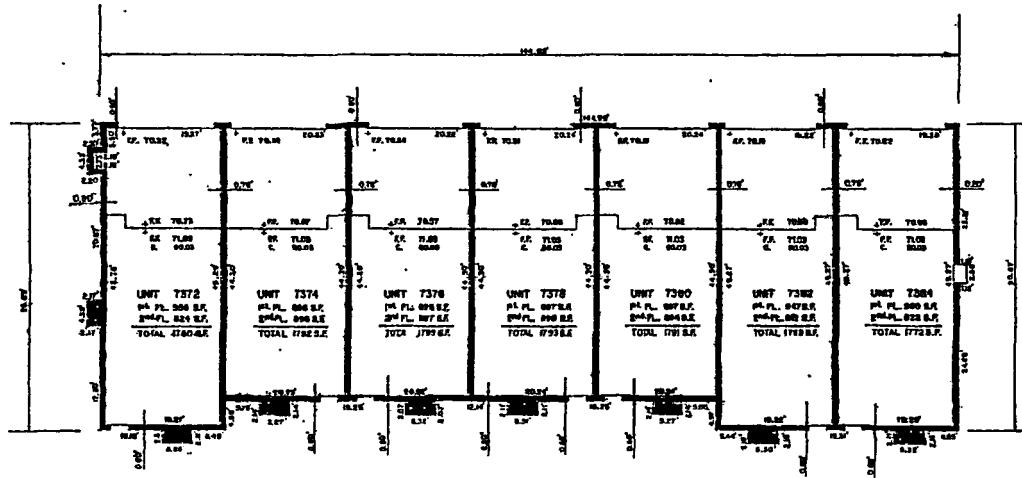
DISCLAIMER
 AS THE DATE OF PREPARATION, THE INFORMATION WAS
 BASED ON THE INFORMATION PROVIDED BY THE ARCHITECTURAL
 REPRESENTATIVE. THE ARCHITECTURAL REPRESENTATIVE
 MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF
 ACCURACY OR COMPLETENESS OF THE INFORMATION
 CONTAINED HEREIN AND ACCEPTS NO LIABILITY FOR
 THE INFORMATION AND THEREOF.



FLOOR PLAN, BUILDING I
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
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SECOND FLOOR PLAN BUILDING - J



FIRST FLOOR PLAN BUILDING - J

REGENCY COURT TOWNHOMES
 CONDOMINIUM & DECLARATION
 AND TABLE OF CONTENTS
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
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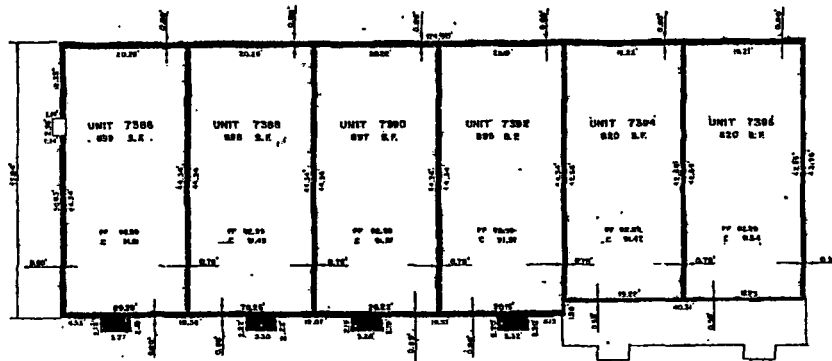
Notes

1. Unit Number to Street Address number on Regency Square Court
2. "FF" indicates Finish Floor Elevation
3. "C" indicates Ceiling Elevation
4. See sheet No. 1 for Bomb Mark

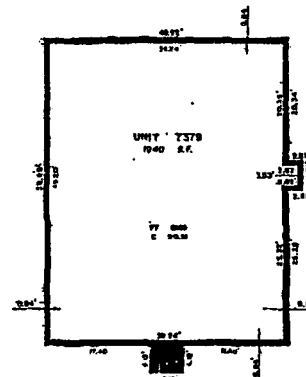
RECORDS INFORMATION
 As the date of recording, the information
 should be furnished to the Unit purchaser and
 registered in the name of the Unit purchaser
 (Unit owner, purchaser, etc.) and the name of
 the Unit owner and change form should be filed.
 For treatment see deed and recording.



FLOOR PLAN BUILDING J
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
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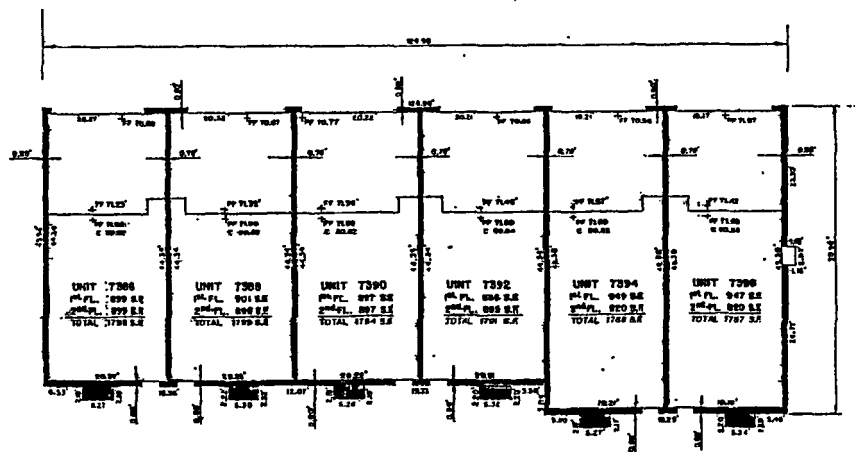


SECOND FLOOR PLAN BUILDING-K

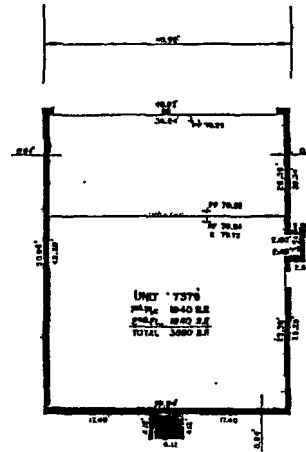


SECOND FLOOR PLAN BUILDING-L

- NOTES
1. Unit Number in Street Address number on Regency Square Court
 2. "FP" indicates Finish Floor Elevation
 3. "C" indicates Ceiling Elevation
 4. See Sheet No.1 for Section Mark

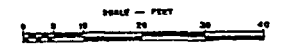


FIRST FLOOR PLAN BUILDING-K



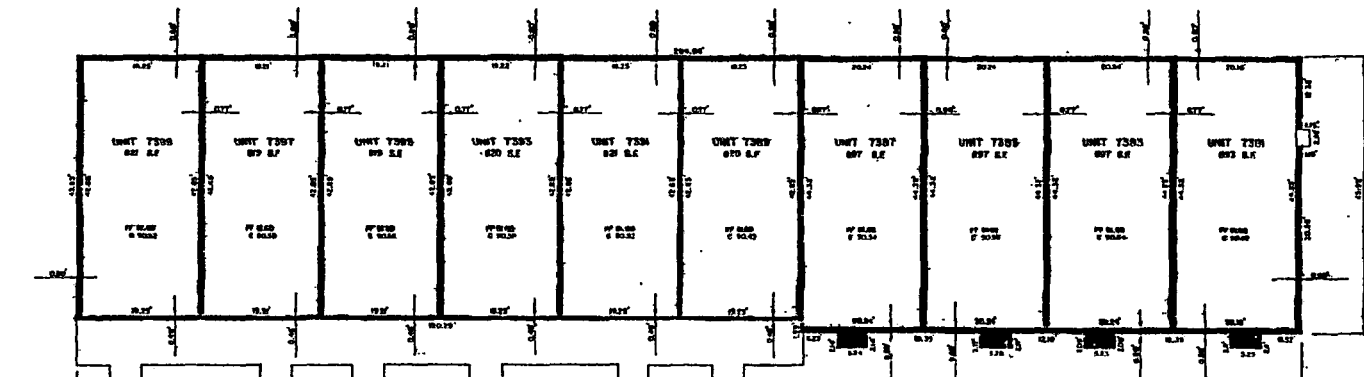
FIRST FLOOR PLAN BUILDING-L

REGENCY COURT TOWNHOMES
 CONDOMINIUM & DECLARATION
 AND TABLE OF CONTENTS
 A CONDOMINIUM PROJECT
 - CONDOMINIUM RECORDS
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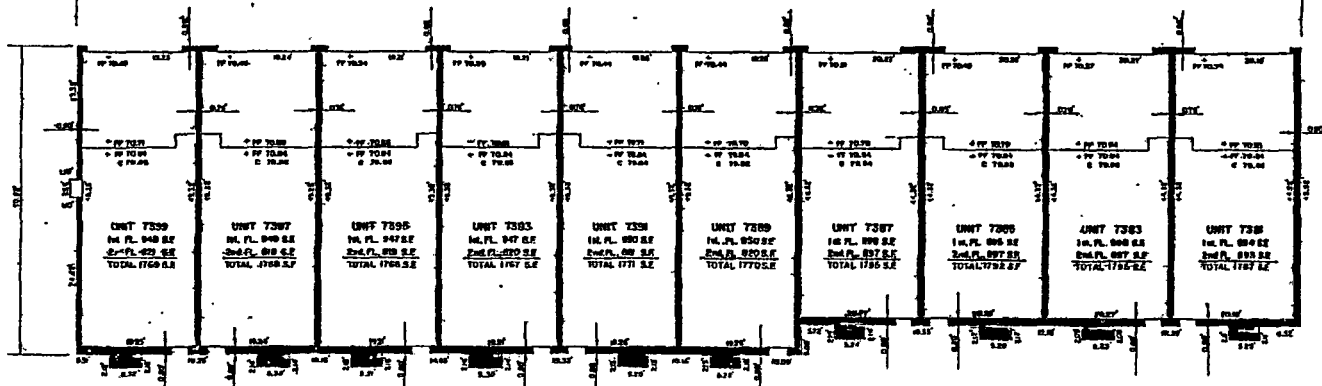


RECORDS/AMPHIBOLINE
 All the lines of construction, the dimensions and
 notes on the drawings are for the purpose of
 construction purposes only. They are not
 to be used for any other purpose. All dimensions
 and changes were present at the time
 the drawings were filed and recorded.

FLOOR PLAN BUILDINGS K&L
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
 SHEET 11 OF 18 SHEETS



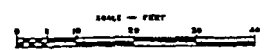
SECOND FLOOR PLAN BUILDING - M



FIRST FLOOR PLAN BUILDING - M

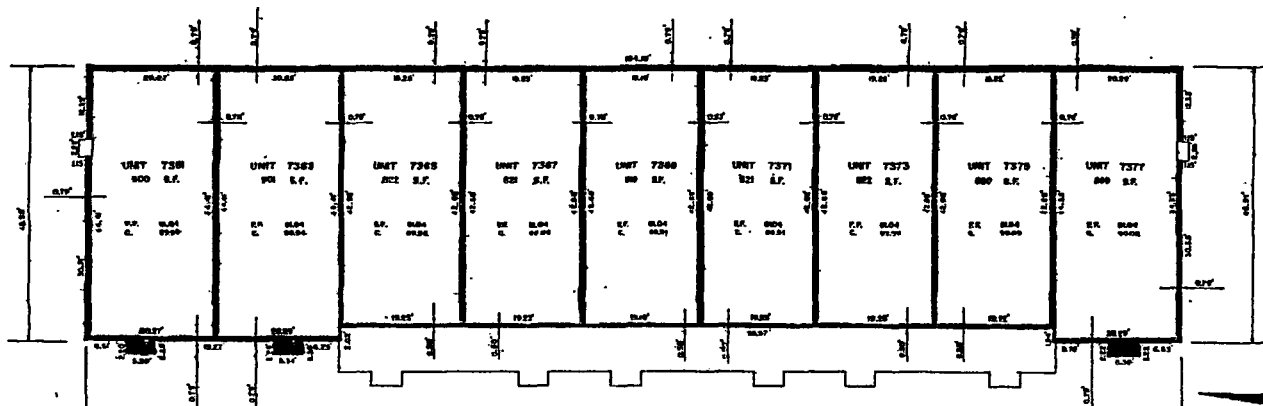
- NOTES
1. Unit Number is Street Address Number on Regency Square Court
 2. "FF" Indicates Finish Floor Elevation
 3. "CE" Indicates Ceiling Elevation
 4. See Sheet No. 1 for Stack Mark

REGENCY COURT TOWNHOMES
 CONDOMINIUM & DECLARATION
 AND TABLE OF CONTENTS
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
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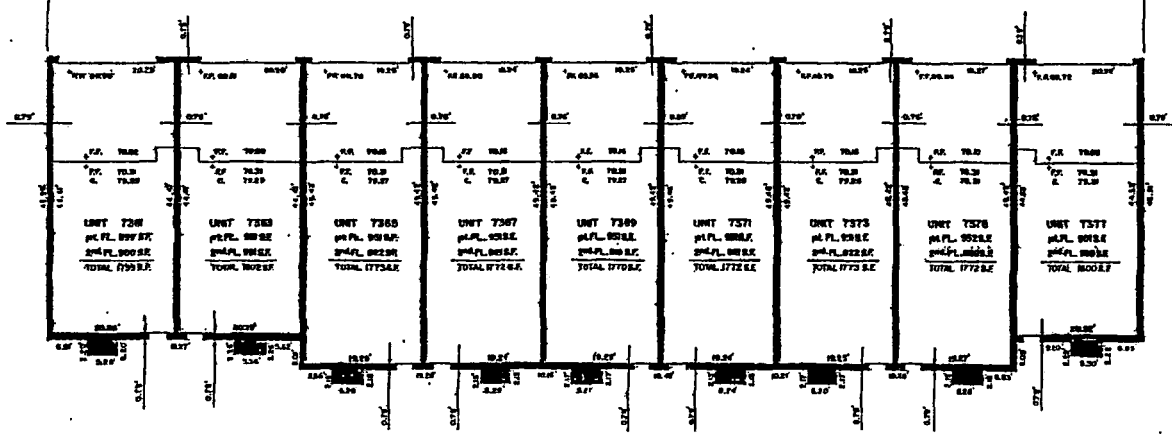


THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHOULD NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

FLOOR PLAN, BUILDING M
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
 SHEET 12 OF 16 SHEETS



SECOND FLOOR PLAN BUILDING-N

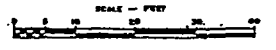


FIRST FLOOR PLAN BUILDING-N

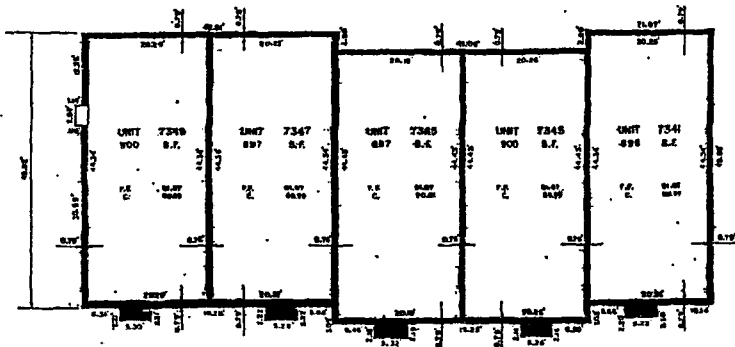
REGENCY COURT TOWNHOMES
 CONDOMINIUM & DECLARATION
 AND TABLE OF CONTENTS
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
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- NOTES
1. Wall Symbols in Street Address number on Regency Square Court
 2. "FF" Indicates Finish Floor Elevations
 3. "CC" Indicates Ceiling Elevations
 4. See Sheet No. 1 For North Mark

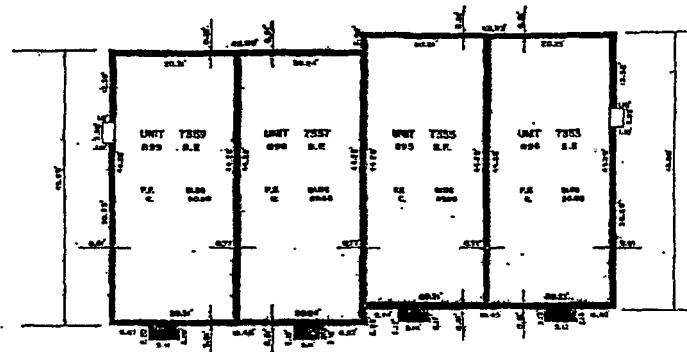
RECORDING INFORMATION
 All the items of recording, the instrument was
 filed in the office of the County Clerk of Harris County, Texas on
 09/15/2010. Recording Paper, etc. All documents
 attached and stamped were found at the time
 the instrument was filed and recorded.



FLOOR PLAN BUILDING-N
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
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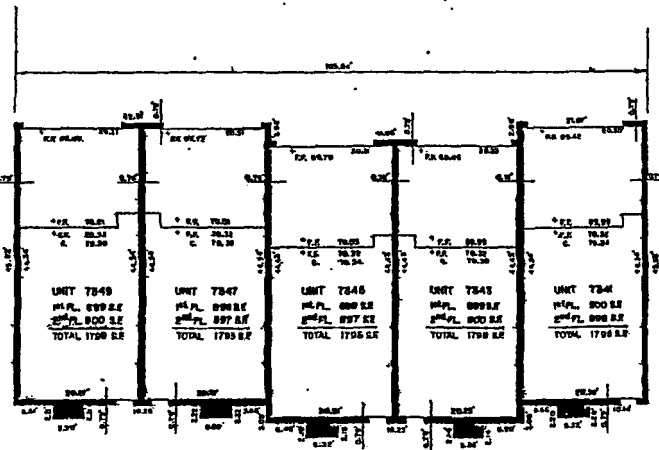


SECOND FLOOR PLAN BUILDING-O

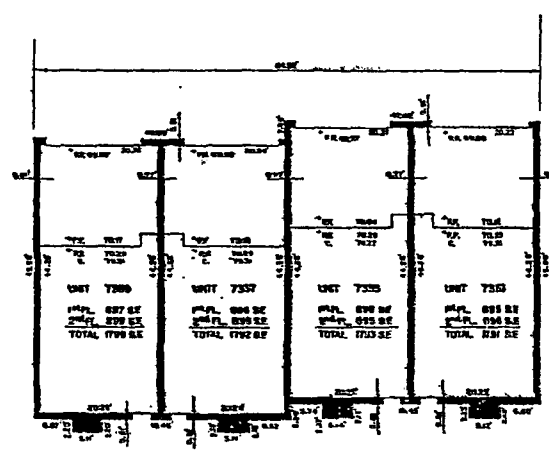


SECOND FLOOR PLAN BUILDING-P

REGENCY COURT TOWNHOMES
 CONDOMINIUM'S DECLARATION
 AND TABLE OF CONTENTS
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 126 PAGE 150

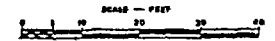


FIRST FLOOR PLAN BUILDING-O



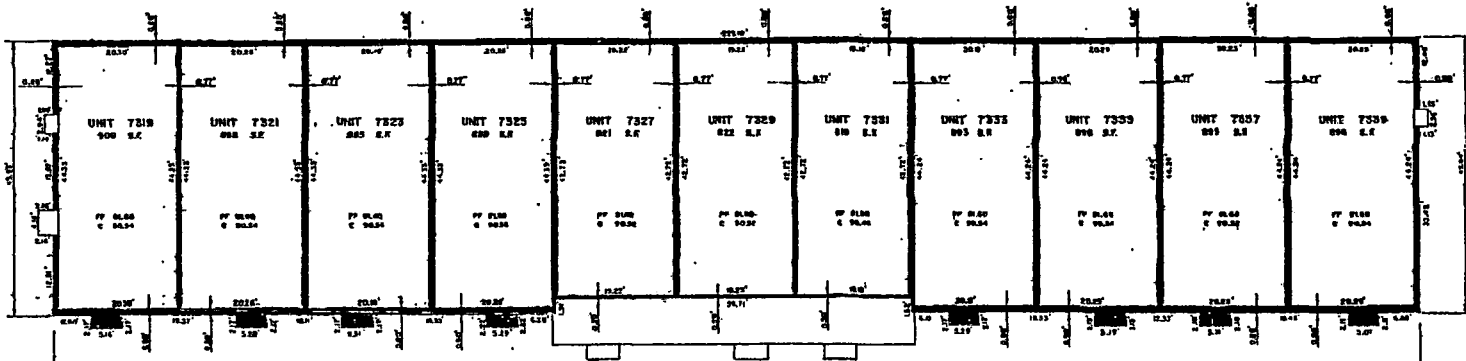
FIRST FLOOR PLAN BUILDING-P

- NOTES
1. Unit Number is Street Address number on Regency Square Court
 2. "FF" indicates Finish Floor Elevation
 3. "C" indicates Ceiling Elevation
 4. See Sheet No. 1 for Search Mark

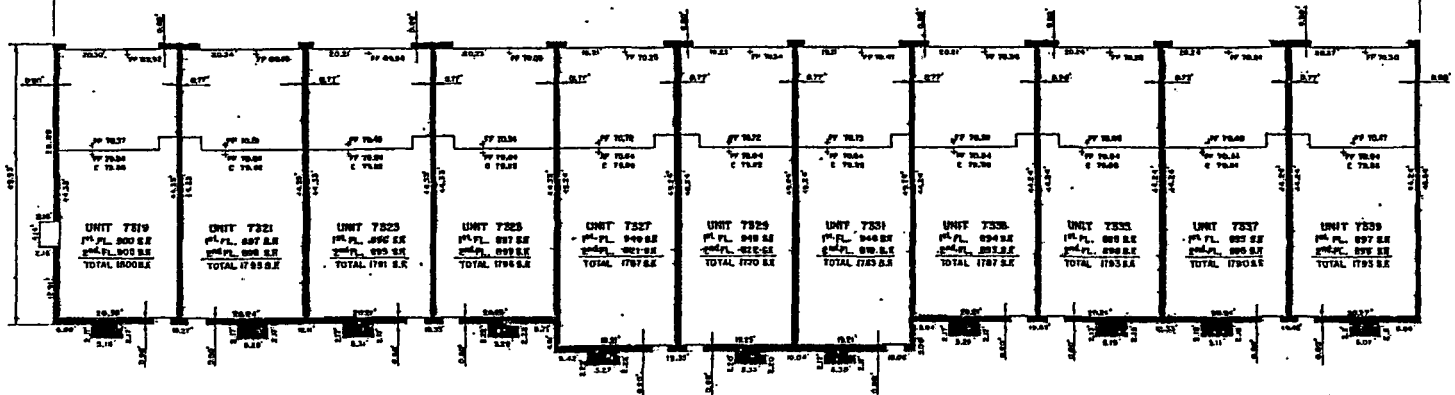


RECORDS' ASSIGNMENT
 As the owner of this record, we warrant that
 it is a true and correct copy of the original
 record as recorded in the public records
 office of Harris County, Texas, and we
 warrant that the same is a true and correct
 copy of the original record as recorded in
 the public records office of Harris County,
 Texas, and we warrant that the same is a
 true and correct copy of the original record
 as recorded in the public records office of
 Harris County, Texas.

FLOOR PLAN, BUILDINGS O & P
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
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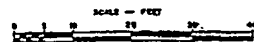
SECOND FLOOR PLAN BUILDING - Q



FIRST FLOOR PLAN BUILDING - Q

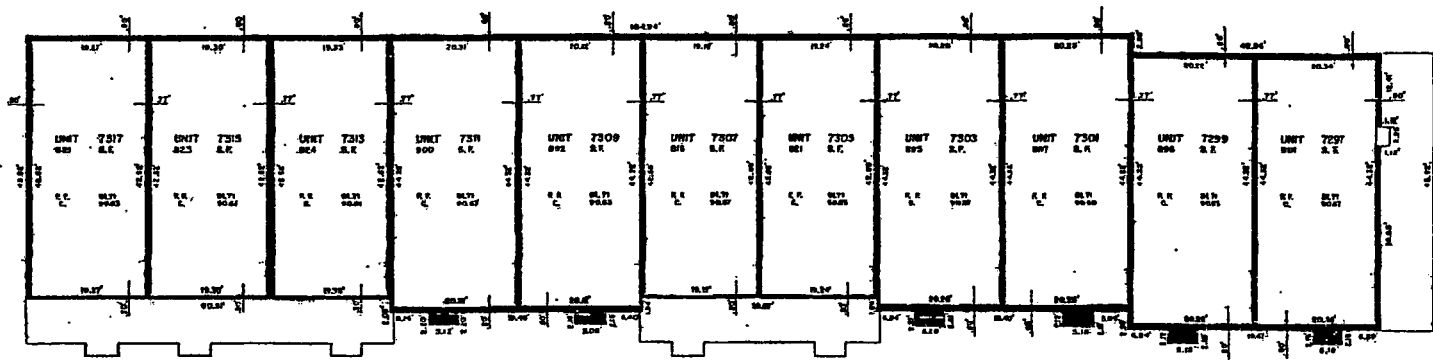
- NOTES
1. Unit Number in Street Address number on Regency Square Court
 2. "FF" Indicates Finish Floor Elevation
 3. "C" Indicates Ceiling Elevation
 4. See Sheet No.1 for Bench Mark

REGENCY COURT TOWNHOMES
 CONDOMINIUM & DECLARATION
 AND TABLE OF CONTENTS
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
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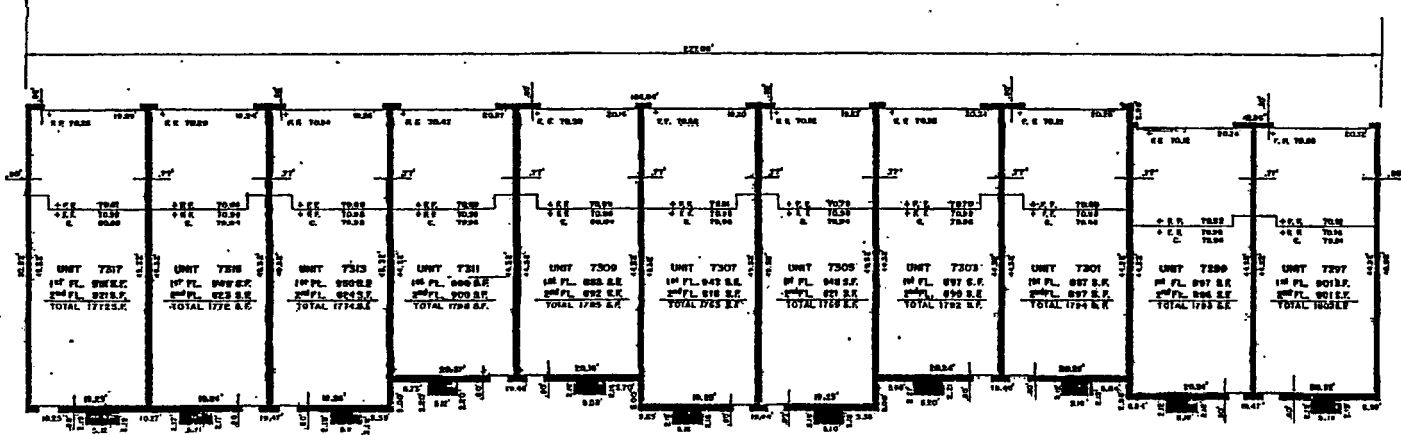
RECORDING INFORMATION
 At the time of recording, the instrument was found to be in compliance with the best practicable construction because of typographical errors or other errors, omissions, etc. All such errors, omissions and changes were present at the time the instrument was filed and recorded.

FLOOR PLAN, BUILDING Q
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
 SHEET 19 OF 18 SHEETS



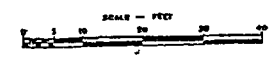
SECOND FLOOR PLAN - BUILDING B

- Notes
1. Unit Number is Street Address Number on Regency Square Court
 2. "FF" indicates Finish Floor Elevation
 3. "C" indicates Ceiling Elevation
 4. See Sheet No. 1 For Detail Work



FIRST FLOOR PLAN - BUILDING B

REGENCY COURT TOWNHOMES
 CONDOMINIUM'S DECLARATION
 AND TABLE OF CONTENTS
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 126 PAGE 132



RECORDERS' REQUIREMENTS
 All the lines of measurement, whether horizontal or vertical, shown on this plat are based on the best photographic survey available. The plat is subject to the usual conditions of survey, and changes may occur at the time the boundaries are fixed and recorded.

FLOOR PLAN, BUILDING - B
 REGENCY COURT TOWNHOMES
 A CONDOMINIUM PROJECT ON
 REGENCY SQUARE COURT
 HOUSTON, TEXAS
 SHEET 16 OF 16 SHEETS

REGENCY COURT TOWNHOMES - UNIT AREAS & PERCENTAGES

<u>UNIT NO.</u>	<u>AREA (SQ. FT.)</u>	<u>%</u>
7244	1801	0.781
7246	1775	0.770
7248	1767	0.766
7250	1794	0.778
7252	1794	0.778
7254	1774	0.769
7256	1769	0.767
7258	1794	0.778
7260	1797	0.779
7264	1775	0.770
7266	1777	0.771
7268	1791	0.777
7270	1790	0.776
7262	1796	0.779
7272	1800	0.781
7274	1790	0.776
7276	1796	0.779
7278	1789	0.776
7280	1769	0.767
7282	1771	0.768
7284	1770	0.768
7286	1793	0.778
7288	1799	0.780
7290	1790	0.776
7292	1795	0.778
7294	1767	0.766
7296	1772	0.769
7298	1797	0.779
7300	1770	0.768
7302	1766	0.766
7304	1785	0.774
7306	1795	0.778
7308	1795	0.778
7310	1807	0.784

EXHIBIT "C"

REGENCY COURT TOWNHOMES - UNIT AREAS & PERCENTAGES

<u>UNIT NO.</u>	<u>AREA (SQ. FT.)</u>	<u>%</u>
7312	1793	0.778
7314	1771	0.768
7316	1771	0.768
7318	1792	0.777
7320	1792	0.777
7322	1794	0.778
7324	1794	0.778
7326	1797	0.779
7328	1793	0.778
7330	1772	0.769
7332	1770	0.768
7334	1772	0.769
7336	1793	0.778
7338	1795	0.778
7340	1796	0.779
7342	1788	0.775
7344	1769	0.767
7346	1769	0.767
7348	1772	0.769
7350	1762	0.764
7352	1796	0.779
7354	1791	0.777
7356	1788	0.775
7358	1795	0.778
7360	1773	0.769
7362	1770	0.768
7364	1795	0.778
7366	1793	0.778
7368	1795	0.778
7370	1792	0.777

REGENCY COURT TOWNHOMES - UNIT AREAS & PERCENTAGES

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V

<u>UNIT NO.</u>	<u>AREA (SQ. FT.)</u>	<u>%</u>
7372	1780	0.772
7374	1792	0.777
7376	1793	0.778
7378	1793	0.778
7380	1791	0.777
7382	1768	0.767
7384	1772	0.769
7386	1798	0.780
7388	1799	0.780
7390	1794	0.778
7392	1791	0.777
7394	1769	0.767
7396	1767	0.766
7379	3880	1.683
7381	1787	0.775
7383	1795	0.778
7385	1792	0.777
7387	1795	0.778
7389	1770	0.768
7391	1771	0.768
7393	1767	0.766
7395	1766	0.766
7397	1768	0.767
7399	1769	0.767
7361	1799	0.780
7363	1802	0.782
7365	1773	0.769
7367	1772	0.769
7369	1770	0.768
7371	1772	0.769
7373	1773	0.769
7375	1772	0.769
7377	1800	0.781

REGENCY COURT TOWNHOMES - UNIT AREAS & PERCENTAGES

<u>UNIT NO.</u>	<u>AREA (SQ. FT.)</u>	<u>%</u>
7341	1798	0.780
7343	1799	0.780
7345	1795	0.778
7347	1793	0.778
7349	1799	0.780
7353	1791	0.777
7355	1793	0.778
7357	1792	0.777
7359	1796	0.779
7319	1800	0.781
7321	1795	0.778
7323	1791	0.777
7325	1796	0.779
7327	1767	0.766
7329	1770	0.768
7331	1765	0.765
7333	1787	0.775
7335	1793	0.778
7337	1790	0.776
7339	1793	0.778
7297	1802	0.782
7299	1793	0.778
7301	1794	0.778
7303	1792	0.777
7305	1769	0.767
7307	1763	0.765
7309	1785	0.774
7311	1798	0.780
7313	1774	0.769
7315	1772	0.769
7317	1772	0.769
GRAND TOTAL	230,570	100.000

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
the 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

SEP 14 1982



Quita Lunsford
County Clerk, Harris County, Texas