

Building "A" containing nineteen (19) individual apartment type units;

Building "B" containing thirty-eight (38) automobile parking spaces

together with other improvements, structures and facilities and appurtenances, which condominium project is designated and shall be known as The French Quarter Townhouses, and

WHEREAS, Developer intends by this Declaration to submit, and does submit, said project, land, and all of the improvements and appurtenances thereto hereinafter collectively referred to as the "Project Property", to the provisions of and the condominium regime established by the Condominium Act of the State of Texas to establish a condominium regime under said Act in respect to such property;

NOW, THEREFORE, Developer does make the following declarations, hereby specifying and agreeing that the provisions of this Declaration shall be and constitute covenants to run with the land and shall be binding on Developer, its successors, assigns, Grantee and all future owners of all or any part of said project and property;

SUBMISSION OF PROPERTY

1. Developer, owner in fee simple, in order to create and establish a plan of condominium ownership of the above described property, hereby submits said property to the provisions of the condominium regime established by the Condominium Act of the State of Texas, hereinafter referred to as the Act.

OWNERSHIP

2. Each owner of an apartment-type unit (each unit being two stories) and the parking spaces conveyed with it shall individually and separately own such unit and parking spaces in fee simple and shall jointly own and use as a tenant in common the undivided fractional interest in the common elements allocated to such unit as hereinafter defined; said unit, parking spaces, and

the undivided fractional interest in the common elements allocated thereto shall constitute a "condominium unit", and the fractional undivided interest in said common elements shall not be separated therefrom and shall not be separately sold, conveyed, encumbered or otherwise separately disposed of, and there shall be no partition thereof except as permitted and provided in the Act, and any covenant, obligation or contract to the contrary shall be void. Each fractional interest in the common elements shall follow the apartment-type unit to which same is allocated and shall be deemed to be conveyed or encumbered with its respective apartment-type unit even though the description in the instrument of conveyance or encumbrance shall refer only to the condominium unit.

PROJECT TRACT OF LAND

3. The land, together with all improvements submitted to provisions of the Act, is that property described above which contains .947 acre of land, more or less, and the survey plat attached hereto as Exhibit "A" shows its location, area, boundaries, and dimensions and the location of each of the buildings thereon.

APARTMENT BUILDINGS

4. The apartment building located on the above described land consists of one-story brick veneer and frame building, designated as Building "A" which is placed upon a foundation slab area of approximately 14,506.49 square feet. The location of the apartment building on this project tract of land is as shown on Exhibit "A".

CARPORT BUILDINGS

5. The project includes one (1) carport building as shown on Exhibit "A" and is designated as Building "B". Said building "B" contains thirty-eight (38) individual parking spaces, all of which are to be separately owned, and each owner of an apartment unit shall own two (2) parking spaces.

APARTMENTS

6. Each of the individual apartment units contained in each of the apartment buildings exit to the adjoining carport building, which adjoins a common thoroughfare. The apartment units are located and described as follows:

BUILDING "A"

There is attached hereto and incorporated herein by reference for all purposes Exhibits "B" (sheets 2 and 3) and Exhibit "C" (sheets 4 and 5), which set out and depict the location, size, square footage, boundaries, dimensions and other descriptive data of each of the nineteen (19) apartments in BUILDING "A". Each apartment is designed and intended for residential use only, and all information and data contained in said Exhibits "B" and "C" are incorporated herein by reference to such Exhibits.

Boundaries

7. The boundaries of each apartment as shown on the attached survey plat pertaining thereto are and shall be the interior finished surfaces of the perimeter walls, floors, ceilings, the storage and wash rooms adjoining each patio, and the exterior surfaces of the patios adjoining each apartment. Each apartment includes and is composed of both the portions of the apartment building so described and the space so encompassed, excepting the common elements. The individual description and ownership of each apartment shall further include the interior construction, fixtures, equipment and appliances which are intended solely for the benefit of and to exclusively serve the particular apartment in or to which the same are located or attached, and which are not designed or intended for the benefit, support, service, use or enjoyment of any other apartment, such as, for example, the interior rooms, walls and other non-bearing and non-supporting interior partitions, the interior floor finish (including carpeting and other floor covering), the finished walls and ceilings, the closets, cabinets and shelves, the individual kitchen and bathroom fixtures, equipment

and appliances and plumbing, the individual heating and air conditioning appliances and equipment, all glass or glass plate in any window or forming part of any wall in or of the apartment, and all interior and exterior doors of the apartment.

The legal description of each apartment unit may consist of the identifying number of the apartment with reference to the apartment building in which the same is located, all as shown on and with reference to the respective survey plats thereto pertaining which are attached as exhibits hereto.

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

to be the boundaries, regardless of settling, rising, or lateral movement of the building and regardless of variances between the boundaries on the plat and those of the building.

Parking Spaces

8. The thirty-eight (38) parking spaces herein established and herein contained in carport buildings which shall be separately owned, each has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare and the location, size, square footage, boundaries, dimensions, identification number and other descriptive data of each parking space are shown and depicted by Exhibit "B" (sheets 2 and 3) attached hereto and incorporated herein by reference for all purposes. Said Exhibit "B" shows and depicts the division of Building "B" into thirty-eight (38) separate parking spaces identified and numbered as Parking Space No. 1 through Parking Space No. 38, and all information and descriptive data contained in said Exhibit "B" is incorporated herein by reference to such Exhibit. The horizontal boundaries of each parking space in said carport building shall be the horizontal planes formed or represented by the finished floors and ceilings thereof, and the vertical boundaries shall be vertical planes drawn perpendicular from the extremities of each end and side of the finished floors to the finished ceilings as depicted and shown on said Exhibit "B".

Common Elements

9. The general common elements of this condominium project shall consist of all of the above described property and all improvements thereon except the individual apartments and the individual parking spaces as above described, which are to be individually and separately owned. Reference is made to the Act for complete definition and description of the common elements, which include, but not by way of limitation, communication ways, any common storage areas, roofs, foundations, bearing walls, perimeter walls of the

apartments, and supporting columns, yards, gardens, the compartments or installation of central services such as power, light, water, electricity, pumps, water tanks, garbage disposal facilities, public utility lines, utility chases, outside walks and driveways and all structures, fixtures, facilities, and equipment designed and intended for the joint common and mutual benefit of each apartment and the space occupied by same.

Ownership of Common Elements

10. Each owner of an apartment shall own, and there is hereby allocated to each apartment in the condominium project, an undivided fractional ownership interest in and to the common elements of this project as herein defined, said fractional ownership shall be as follows:

<u>Unit Number</u>	<u>Fractional Ownership in the Common Elements expressed in percentages</u>
1	5.548
2	5.130
3	5.047
4	5.787
5	5.095
6	4.856
7	5.429
8	5.548
9	4.653
10	5.787
11	5.000
12	5.310
13	5.465
14	5.167
15	5.012
16	5.334
17	4.928
18	5.357
19	5.547
TOTAL	100.000%

It is understood and agreed by each and every purchaser of an apartment unit, and his successors in title, that the fractional ownership has been calculated and designated by developer on an arbitrary basis and that such fractional ownership does not necessarily have any logical connection with area, location, square footage, cost or market value, either past or in the future. The

fractional ownership interest in the common elements hereby allocated to each apartment shall remain fixed and constant, and the same cannot be changed except by written consent of each and every owner and mortgagee of an apartment unit in this condominium project, duly executed, acknowledged and filed for record as an amendment to this Declaration. Said fractional ownership interest in the common elements shall be and remain undivided interests, to be owned by each apartment owner as tenants in common, and the same shall not be the object of an action for partition or division of the co-ownership so long as the project is suitable for a condominium regime, and in any event, all mortgages must be paid prior to the bringing of an action for partition, or the consent of all mortgagees must be obtained, and any covenant to the contrary shall be void.

Use of Common Elements

11. Each apartment owner shall have the right to use and enjoy the common elements, in common with all other apartment owners, for the purposes for which they are intended, and as may be required for access, ingress and egress to and use and occupancy and enjoyment of the respective apartment units by their respective owners, without hindering or encroaching upon the lawful rights of other co-owners. Such right to use the common elements shall extend to the owner and/or occupant of each apartment, the members of his immediate family, and the guests and visitors of each unit owner and/or authorized occupant thereof. The right to use the common elements shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws hereinafter mentioned, and the rules, regulations and resolutions lawfully made or adopted by the Council of Co-owners or the Board of Administration. Each apartment unit owner shall be deemed to have an easement in the interest of all other apartment unit owners in the common elements for the installation, maintenance, and repair of all individually owned fixtures,

appliances and equipment, including, but not limited to, the individually owned heating and air conditioning units and systems, which are affixed to or supported by or located in or on any space or structure constituting part of the common elements, and the hot water heaters, tanks, pumps and related lines and connections. Each apartment unit owner shall be further deemed to have an easement in common with all other unit owners, in, upon, across, over, through, and with respect to the common elements to the extent of such right to use the common elements. The words "unit owner" means the owner of an "apartment unit", sometimes referred to herein as a "unit".

Easements

12. A valid easement shall exist in each apartment and in each portion of the Common Elements for the benefit of each apartment unit owner (sometimes herein called "unit owner") and the municipality and each utility company serving this project, for the installation, maintenance, repair, replacement or removal of any and all service and/or utility lines, pipes, wires, conduits, facilities and equipment, and the space occupied by air conditioning compressors, serving the apartment buildings as a whole or any individual apartment, and the ownership of the apartment units shall be subject to such easements.

Encumbrances of Record

13. The project property is subject to, and the purchase and ownership of each apartment unit shall be subject to, the restrictions, covenants, and conditions, and easements applicable to or affecting the project tract of land and appearing of record in Harris County Texas, as well as the restrictions, covenants, conditions and easements imposed or established in this Declaration, or shown on the exhibits attached hereto.

Council of Co-Owners

14. Each owner of an apartment unit, including Developer, shall automatically be a member of the "Council of Co-owners" (hereinafter called the "Council"), which shall be the governing and administrative body for all

unit owners for the protection, preservation, upkeep, maintenance, repair and replacement of the common elements, and the government, operation and administration of the project property and the condominium regime hereby established, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership shall automatically cease. Upon any transfer of ownership of any apartment unit, regardless of how accomplished, the new unit owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in the Council.

Voting

15. The aggregate number of votes for all members of the Council shall be nineteen (19), which shall be divided among the respective unit owners, including Developer, in such manner that each apartment unit shall have and represent a vote at all meetings of the Council equal to the fractional ownership interest of each such unit in and to the common elements, and if any person, including Developer, shall own more than one apartment then his representation for voting purposes shall be such that he may exercise rights allocated to each apartment owned by him. In the event that an apartment shall be jointly owned by two or more persons then the vote allocated to such apartment shall be exercised by the person or persons who in the aggregate own more than a one-half (1/2) interest in such apartment unit.

Board of Administration

16. The Council shall elect a Board of Administration to consist of five (5) persons, at least three (3) of whom shall be the owner of an apartment unit or an ownership interest therein, who shall serve in such office, without pay or compensation, for such term as specified by the By-Laws of this condominium project. Such Board of Administration (hereinafter called the "Board") shall manage and handle the affairs of the Council, and it shall have such powers,

duties, functions, authority and responsibility as shall be specified in said By-Laws or this Declaration or as may be delegated to it from time to time by the Council.

By-Laws

17. The government and administration of this condominium apartment project and the condominium regime hereby established shall be in accordance with the By-Laws which have been initially adopted by Developer as sole owner of the project property and which are attached hereto as Exhibit "D" and made a part hereof. The By-Laws may be amended from time to time in the manner therein provided.

Administration by Developer

18. Until such time as Developer sells and conveys Ten (10) apartments or the expiration of one (1) year from the date this Declaration is filed for record, whichever comes first, the Developer as Temporary Administrator shall exclusively act as and represent, and shall have all the authority, powers, functions and duties of the Council of Co-owners and the Board of Administration. The Developer shall render this service without compensation to it for such service, however, the Developer shall have the right to employ a Temporary Managing Agent for a period not to exceed three (3) years from the date of this Declaration filed of record and to pay such Temporary Managing Agent such compensation as Developer shall determine to be reasonable for his services as such. All sums and compensation paid to such Temporary Managing Agent for his services shall be part of the common expenses, and the owner of each apartment until shall pay his pro-rata share and part thereof. Such Managing Agent shall have all the duties, responsibility, functions and authority as shall be specified in his contract of employment and as may be delegated to him.

Upon the expiration of one (1) year from the date this

Declaration is filed for record, or at such time as Developer has sold and conveyed ten (10) apartments, whichever comes first, the temporary administration by Developer shall cease, whereupon the Developer shall give written notice of such to the owners of each apartment unit. Such notice shall also specify the date, time and place for a meeting of the unit owners for the purpose of organizing the Council of Co-owners and electing the first Board of Administration. However, the employment of said Temporary Managing Agent shall continue for the duration of his contract, if such temporary administration ceases prior to the expiration of the term of such contract.

Common Expenses

19. The owner of each apartment shall be bound and obligated and agrees to pay, as assessments therefor are made, his pro-rata share and part of the expenses of administration and of maintenance, repair, upkeep, protection, replacement and operation of the common elements, and of any other expense lawfully agreed to by the Council or authorized by this Declaration or said By-Laws, all of which expenses herein mentioned are in this Declaration referred to as "common expenses". The pro-rata share of the common expenses which shall be assessed against each unit owner, and which each unit owner agrees to pay, shall be in the same ratio and in proportion of his fractional ownership interest in the common elements, so that all common expenses shall be charged against and divided among the nineteen (19) apartments in this condominium project, and each apartment and the owner thereof is hereby charged with such fractional portion of all common expenses. Assessments for common expenses and payment therefor shall be made and determined and provided for in the By-Laws attached hereto, and as the same may be amended from time to time. No owner of any apartment unit or interest therein shall be exempt from paying or contributing his pro-rata share of the common expenses by waiver of the use or enjoyment of the common elements,

or any part thereof, or by abandonment of his apartment unit or his interest therein.

Liens to Secure Assessments

20. The assessments for common expenses shall be against the owner of each apartment unit and the apartment unit itself, and in the event any unit owner shall fail or refuse to pay his pro-rata share of the common expenses, or any part thereof, when the same becomes due and payable as specified in the assessment, then the whole amount of such assessment remaining unpaid shall constitute a valid lien on such apartment unit for the benefit of all other unit owners.

All liens securing assessments for common expenses shall be prior to all other liens, except that the same shall be subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the city, county, and state governments or any political subdivision or special district thereof, and (2) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust, whether or not the same may be filed of record. Such lien for common expenses herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior and superior liens, by suit by the Board of Administration or any authorized officer or member thereof acting in behalf of all unit owners, in like manner as mortgages on real property. The Board or any person authorized by it, acting in behalf of all unit owners, shall have the power to bid in the apartment unit foreclosed on at such foreclosure sale, and to acquire, hold, lease, mortgage, sell and convey the same in behalf of the unit owners. All funds, realized from any foreclosure sale shall be applied first to the cost and expense of filing and prosecuting suit including all costs of court and a reasonable attorney's fee, then towards payment of the assessment or indebtedness sued on, and the remainder, if any, shall be paid over to the defendant or defendants in the

suit as their interest may appear. In the event the proceeds realized from the foreclosure sale, applied as aforesaid, shall be insufficient to pay off and discharge the whole amount of said assessment or indebtedness, then the purchaser acquiring title to such apartment unit at such foreclosure sale, whoever he may be, other than the owner sued, shall not be liable for the deficiency, but such deficiency, if any shall be deemed to be a common expense, collectible from all of the unit owners in this project, including such purchaser at the foreclosure sale, on a pro-rata basis as in the case of other common expenses.

Certificate of Assessment

21 Any prospective purchaser or mortgagee of any apartment unit, at the request of the owner, shall be entitled to a certificate from the Board as to the amount of any unpaid assessments for common expenses up to a given date, against the apartment to be sold or mortgaged, and such apartment unit shall not be liable or subject to any lien for any unpaid assessment in excess of the amount set forth in said certificate for the period of time specified therein, but any such excess, if not paid by the owner selling or mortgaging such apartment unit, shall be collectible from all other unit owners on a pro-rata basis as in the case of common expenses.

Utilities

22. Each unit owner shall pay for his own telephone, electricity and all other utilities which are separately metered or billed to each user by the respective utility companies. Utilities which are not separately billed or metered shall be part of the common expenses, and each unit owner shall pay his pro-rata share thereof as in the case of other common expenses.

Insurance

23. The Board shall have the authority to and shall obtain and continue in effect blanket property insurance to insure the buildings,

structures and apartment units in or on the project tract of land, and the owners thereof against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and against risks of whatever character, without prejudice to the right of each unit owner to insure his individual apartment unit on his own account and for his own benefit. Such blanket insurance may be written in the name of, and the proceeds thereof may be payable, to the temporary or other Managing Agent or the Board or any person designated in the By-Laws or by the Council, as trustee for the owners of each apartment unit in proportion to their respective interests in the common elements. An equal share and interest in such insurance is hereby allocated to each apartment unit. Each unit owner, and his mortgagee, if any, shall be a beneficiary of such insurance, in proportion to his ownership interest in the common elements as established in this Declaration, even though not expressly named in the policy of insurance as an insured or beneficiary. All costs, charges and premiums for such blanket insurance shall be a common expense, and each unit owner shall pay his pro-rata part thereof as in the case of other common expenses. The proceeds from all blanket insurance shall be applied and the same shall be used and paid out as provided for in the Act, and as may be provided for in the By-Laws, consistent with the Act.

Individual Insurance

24. Each unit owner shall be responsible at his own personal cost and expense, for his own personal insurance on the contents of his own apartment, locker and parking spaces, and his additions and improvements thereto, and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the project property, and his personal liability to the extent not covered by the liability insurance for all of the unit owners obtained

as part of the common expenses.

Other Insurance

25. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each unit owner and the Council of Co-owners, Board of Administration (sometimes herein called the Board), manager and temporary or other managing agent, from and against liability in connection with the common elements, and all costs, charges and premiums for all such insurance shall be a common expense. Each unit owner shall pay his pro-rata share for such insurance as in the case of other common expenses, that is, in proportion to his ownership interest in the common elements.

Encroachments

26. If any portion of the common elements shall actually encroach upon any apartment, or if any apartment shall actually encroach upon any portion of the Common Elements, or any portion of an adjoining apartment, as the Common Elements and Apartments actually and physically exist, or as a result of any reconstruction or restoration of same, or as shown by the respective survey plats attached hereto, then there shall be deemed to be mutual valid easements for such encroachment and for the maintenance of same, so long as it stands and shall and does exist.

Maintenance and Repairs

27. Each unit owner shall furnish and be responsible for, at his own cost and expense, all of the decorating and all of the maintenance, repairs and replacements within his own apartment, except as to the common elements located thereon. Specifically, but without limitation, each unit owner

shall repair and/or replace his own individual air conditioning equipment, cooking range, hot water heater, oven, refrigerator, kitchen appliances, individual lighting and electrical fixtures, all glass in any window or forming part of any wall or door of any apartment, and all other elements and contents of his apartment unit which are not part of the common elements. Maintenance, repair and replacement of the common elements shall be furnished by the Board or Council as part of the common expenses.¹⁴

Alterations

28. No unit owner shall make any alterations, improvements or additions to or change the appearance of any part of the common elements or make any structural modification or substantial alterations in his apartment unit, without the written consent of the Board first obtained.

Reciprocal Easements

29. To the extent that any equipment, facilities or fixtures within any apartment shall be connected to similar equipment, facilities or fixtures serving or affecting other apartments or the common elements, then reciprocal easements for the maintenance of same shall exist, and the use thereof shall be subject to such rules or regulations as the Board or Council may adopt in respect thereto. All workmen and other persons authorized by the Board or Council, or the temporary or other managing agent, shall be entitled to reasonable access and entry to the individual apartment units as may be required in connection with the maintenance, repair or replacement of or to the common elements or any equipment, facility or fixture affecting or serving other apartments or the common elements.

Restrictions and Conditions

30. The following restrictions, covenants and conditions are hereby placed upon and against the project property, as a general plan and scheme

of restrictions, for the benefit of each apartment unit, and the same shall be and remain in effect at all times during the existence and continuance of the condominium regime established by this Declaration, to-wit:

Except as hereinbelow provided in respect to Developer:

(1) Each and all of the nineteen (19) apartment units in this condominium apartment project shall be known and described as residential apartments and shall be used for residential purposes only, as a single-family dwelling unit, and for no other purpose or purposes.

(2) No apartment shall be altered, remodeled, subdivided or converted into more than one single-family dwelling unit.

(3) No apartment shall be used for any professional, office, business or commercial use, or for any other non-residential purpose.

(4) No apartment shall be rented for transient or hotel purposes, which shall be defined as (a) rental for a period of less than thirty (30) days, or (b) any rental where the owner furnishes or causes to be furnished to the occupant customary hotel services, such as room service for food and/or beverages, maid service, laundry, linen and bellboy service. Other than the foregoing limitations, and subject to the provisions contained in Paragraph 31 hereinbelow, the owners of the respective apartments shall have the right to lease or rent their respective apartments, furnished or unfurnished, for residential purposes, provided that such lease or tenancy shall be subject to the provisions of this Declaration and the By-Laws of this condominium project.

(5) The use and occupancy of each apartment shall be subject to such reasonable rules of conduct as may be specified in the By-Laws, as amended from time to time.

Provided, however, that for so long as Developer shall own any apartment unit in this project which is for sale, the Developer may use any such apartment as a "model apartment" for display to the public and/or as a

sales office for the sale of such apartments, and to place and maintain such signs on the project property in this connection as it shall deem appropriate.

Right of Refusal

31. If the owner of any apartment unit, other than Developer, or any owner acquiring title by, through or under any foreclosure proceeding, shall desire to sell, rent or lease his apartment unit to any person, other than his or her spouse or any parent, child, brother, sister, niece, nephew, grandparent or grandchild of such owner or his or her spouse, and receives an offer in good faith for the purchase, lease or rental of the same which he would be willing to accept, then such owner shall not sell, rent or lease his apartment unit without first giving the Board or Managing Agent acting for the Board, at least thirty (30) days prior written notice of the proposed sale, rental or lease, which notice shall be sent by U. S. Registered or Certified Mail, with return receipt requested, and shall state the name, address, occupation and place of employment of the proposed purchaser, lessee or tenant, and the price, terms and conditions of the proposed sale, lease or rental. And during the period of thirty (30) days following the receipt of such notice by the Board or Managing Agent, the Council of Co-owners shall have the right of first refusal to purchase, lease or rent such apartment unit for the same price and upon the same terms and conditions as the proposed sale, lease or rental described in such notice. If the Board shall fail to give written notice to such unit owner within thirty (30) days from date of receipt of such notice that the Council has elected to purchase, lease or rent said apartment unit upon the terms herein provided, or if the Board notifies such unit owner in writing within such thirty (30) day period of the Council's decision not to purchase, lease or rent said apartment unit on the aforesaid terms, then and in either event such unit owner may proceed to close said proposed sale, lease or rental transaction on the terms specified in the aforesaid notice. If, however, within said thirty (30) day period the Board shall

notify such owner in writing of election by the Council to purchase, lease or rent said apartment unit upon the same terms as the proposed sale, rental or lease described in said notice, then such purchase, lease or rental shall be closed in the name of the Board as trustee for all unit owners, upon the same terms as specified in said notice. The Board shall have authority, on behalf of and in the name of the Council to elect not to exercise such right of first refusal and to elect not to purchase, lease or rent any apartment unit, and to give written notice of such election. The Board shall also have the authority and right, on behalf of and in the name of the Council to waive the provisions of this Paragraph 31 in respect to any one or more apartment units provided that such waiver shall be in writing, duly executed and acknowledged by an officer of the Board or any authorized member thereof. Whenever any such waiver may be given by the Board in respect to any apartment unit, the owner or owners thereof may sell, lease or rent the same without complying with the provisions of this paragraph

If the Board shall adopt a resolution recommending that the Council should purchase, rent or lease any apartment unit pursuant to its right of first refusal upon the terms described in said notice of proposed sale, lease or rental, then the Board shall promptly call a special meeting of the Council for the purpose of voting upon its right of first refusal, which meeting shall be held within thirty (30) days from receipt of said notice from the unit owner, and if the unit owners who in the aggregate own not less than two-thirds (2/3rds) of the total ownership interest in the common elements shall by affirmative vote at such meeting elect to purchase, lease or rent such apartment on the terms proposed, then the Board shall promptly give written notice of such election to the unit owner desiring to sell, rent or lease said apartment in accordance with the provisions hereof. In such event, the Board shall have all authority to execute or assume all such mortgages and to do everything necessary to close the purchase, lease or rental in its own name, as trustee for all unit owners, and to make all such assessments as authorized by the Council at such meeting,

proportionately among the respective unit owners in ratio to their ownership interests in the Common Elements. If the Council shall purchase, rent or lease any apartment unit as herein provided, the Board shall have the authority at any time thereafter to sell, sublease or subrent the same on behalf of the Council, upon such terms and for such price as the Board may deem proper, and all net proceeds or deficit therefrom shall be applied among all the unit owners in proportion to their respective ownership interests in the common elements, in such manner as the Board may determine.

The provisions of the foregoing Paragraph 31 shall not apply to any sale, lease or rental made by Developer or to any sale, rental or lease made by the owner or his or her spouse or to any parent, child, brother, sister, niece, nephew, grandparent or grandchild of such owner or his or her spouse.

Amendments

32. The provisions of this Declaration shall not be changed or amended except with the written consent of each and every owner of an apartment unit, representing total (100%) ownership of the common elements in the aggregate; provided, however, that the Developer shall have the right, without the consent or joinder of any other unit owner, to amend this Declaration in order to correct any obvious typographical error or for the purpose of making this Declaration comply with the provisions of the Act, if the same shall be deficient in any such respect. All amendments to this Declaration, adopted in the manner aforesaid, shall be in writing, duly executed and filed for record in the same manner as this Declaration.

Remedies

33. In the event of any default by any unit owner under the provisions of the Act, Declaration, By-Laws or rules or regulations lawfully adopted for this project, the Board and/or the Council or their authorized

representative, shall have each and all of the rights and remedies which may be provided by the Act, this Declaration or the By-Laws or which may be available at law or in equity, and may prosecute any action against such defaulting unit owner and/or others, for enforcement of any lien or to enforce compliance with the particular matter in respect to which default was made, by injunctive relief or otherwise, and/or for the collection of any sums or debts or damages in default or arising out of such default. All expenses of the Council or Board or its authorized representative in connection with any such action shall be part of the common expenses and collectible as other common expenses.

ORDER / AM MOUNTAIN /
A UNIT OF CON
REGULATIONS
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OR RESIDENT
ELECTED BY
SOMEONE

Acceptance

34. Upon the acceptance or recording of any deed or conveyance by any unit owner, such unit owner shall be deemed to have accepted and agreed to and to be bound by and subject to each and all of the provisions of the Act, this Declaration and the By-Laws hereto attached, as now existing or hereafter amended.

Notices

35. Notices provided for in the Act, this Declaration or the By-Laws shall be in writing and shall be addressed to the Board or the Council at the address of the Board or the Managing Agent as such address may be established from time to time and of which each unit owner shall be notified. Notices to the unit owners shall be sent to the mailing addresses of their respective apartments, or to such other address which any unit owner may designate by notice thereof in writing to the Board or Managing Agent.

Severability

36. If any provision of this Declaration or the By-Laws attached hereto, or any part thereof, or the application thereof in any circumstance, shall be held invalid or unenforceable, the validity or enforceability of the remainder

of the Declaration or By-Laws or of the application of any such provisions, or part thereof, in any other circumstances shall not be affected thereby

Perpetuities

37. If any provision of this Declaration or By-Laws, as existing or hereafter amended, would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then notwithstanding anything herein or in said By-Laws to the contrary, such provision shall be deemed to remain in effect only until the death of the last survivor of the now living children of Lee G. Wiley, presently of Houston, Texas, plus twenty-one (21) years thereafter.

IN WITNESS WHEREOF, LEE WILEY, INC., a Texas Corporation, has caused this Declaration to be executed and its corporate seal affixed hereto, by its duly authorized President and Secretary, this the ____ day of _____, 1967.

LEE WILEY, INC.

By: _____
Lee G. Wiley, President

ATTEST:

By _____
Secretary

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority on this day personally appeared LEE G. WILEY, as President of LEE WILEY, INC. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LEE WILEY, INC. a corporation, for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 1967.

(L. S.)

Notary Public in and for Harris County, Texas

CONSENT OF MORTGAGEE

The undersigned SOUTHWESTERN SAVINGS ASSOCIATION of Houston, Texas, being the holder of an existing mortgage or liens on the property described as the project property in the foregoing Declaration, as such mortgagee and lien holder, hereby consents to the recording of said Declaration and submission of said project property to the condominium regime established under the provisions of the Condominium Act of the State of Texas, and agrees that its said mortgage and liens shall be subject to the provisions of said Act and said Declaration and the Exhibits appended thereto.

Signed and attested by the undersigned officers of said mortgagee and lienholder, hereunto authorized, this the ____ day of _____, 1967.

SOUTHWESTERN SAVINGS ASSOCIATION

By: _____
Vice President

ATTEST:

By: _____
Assistant Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____ of SOUTHWESTERN SAVINGS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SOUTHWESTERN SAVINGS ASSOCIATION and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____ 1967.

Notary Public in and for Harris County, Texas

EXHIBIT "D"

BY-LAWS OF THE FRENCH QUARTER TOWNHOUSES

LEE WILEY, INC., the "Developer" named in the attached and foregoing Enabling Declaration (and hereinafter called "Developer"), being the original lessee from the fee simple owner of the project property submitted to the provisions of the Condominium Act of the State of Texas (hereinafter called the "Act") for establishment of a condominium apartment project or regime, to be known as "THE FRENCH QUARTER TOWNHOUSES", as more particularly defined, described and provided for in said attached Enabling Declaration (hereinafter called the "Declaration"), does hereby adopt the following By-Laws which shall govern the administration of such condominium regime as provided for and in compliance with said Act.

ARTICLE I - NAME.

This condominium apartment project and the condominium regime established under the foregoing and attached Declaration, shall be known as "THE FRENCH QUARTER TOWNHOUSES".

ARTICLE II - ADMINISTRATIVE BODY.

1. Council of Co-owners. Each owner of an apartment unit in THE FRENCH QUARTER TOWNHOUSES, including Developer, shall automatically be a member of the "Council of Co-owners" (hereinafter called the "Council") which shall be the governing and administrative body for all unit owners, for the protection, preservation, upkeep, maintenance, repair and replacement of the common elements, and the government, operation and administration of the condominium regime established by said Declaration, and shall remain a member thereof until such time as his ownership ceases for any reason. Upon any transfer of ownership of any apartment unit, howsoever accomplished, the new unit owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in the Council.

2. Annual Meetings. - The first meeting of the Council shall be on such date and at such time and place as shall be specified in a notice which Developer shall give to each unit owner upon termination of the temporary administration by Developer as provided for in paragraph 18 of the Declaration. Thereafter annual meetings shall be held on such dates as the Board of Administration, or its representative, shall annually determine, or on such dates as the Council may decide upon at any annual meeting. At any meeting the Council may transact any business which may be properly brought before the meeting, and members of the Council may be represented thereat in person or by proxy.

3. Special Meetings. - Special meeting of the Council may be called by the President or by a majority of the members of the Board

of Administration, or by unit owners having at least 30% of the votes entitled to be cast at such meeting. Notices of special meetings shall be in writing and may be mailed or personally delivered, and each notice shall state the time, date, place and purpose of the meeting, and only such stated business shall be transacted at such meeting unless unit owners representing 51% or more votes consent to the transaction of other business.

4. Votes. - The aggregate number of votes for all unit owners shall be the total of the number of units, which shall be divided among the respective unit owners, including Developer, in such manner that each apartment unit shall have and represent a vote at all meetings of the Council equal to the fractional ownership interest of each such unit in and to the common elements. If two or more persons shall jointly own an apartment unit, the vote allocated to such apartment shall be exercised by the person or persons who in the aggregate own more than a one-half (1/2) interest in such apartment unit. If any person, including Developer, shall own more than one apartment unit then his representation for voting purposes shall be such that he may exercise rights allocated to each apartment owned by him. Votes at any meeting, regular, annual or special, may be cast in person or by proxy. The Developer, through any officer or representative, may cast the votes allocated to the apartments owned by it.

5. Quorum. - A quorum of unit owners for any meeting shall be constituted by unit owners represented at such meeting in person or by proxy and holding at least 51% of the votes. If a quorum is lacking at any meeting, such meeting may be adjourned by a majority of the unit owners present, either in person or by proxy, to the same hour of a date not less than 5 days nor more than 20 days from the date on which such meeting was to have been originally held, and at any such adjourned meeting a quorum shall be constituted by unit owners present in person or by proxy and holding at least 30% of the votes. No new notice of such adjourned meeting need be given if it is to be held at the same place of the originally scheduled meeting.

6. Definitions. - As used in these By-Laws and in said Declaration, unless the context otherwise requires:

(1) "Unit Owner" or similar expression shall mean the person or persons whose estate or interests, individually, jointly or collectively, aggregate all ownership rights in the estate comprising an apartment unit.

(2) "Majority vote" or similar expression shall mean a simple majority, that is more than one-half (1/2) of the votes cast at any meeting.

(3) "Majority of unit owners" or similar expressions shall mean the unit owner or owners, who individually or collectively own more than one-half (1/2) of the common elements of this condominium project.

7. Order of Business. - The order of business at all meetings of the Council shall be as determined by the presiding officer or by majority vote of the meeting.

ARTICLE III. BOARD OF ADMINISTRATION.

1. Composition. - At the first meeting of the Council, it shall elect a Board of Administration (hereinafter called the "Board"), which shall be composed of 5 members, at least 3 of whom shall be persons owning or having an ownership interest in an apartment unit. If the owner of any apartment unit is a corporation, partnership, trust or other legal entity capable of holding title to real property, then any officer, director, partner or beneficiary of such unit owner shall be deemed to be a unit owner for the purpose of qualifying and serving as a Board Member.

2. Term of Office. - At the first meeting of the Council at which Board members are elected, the term of office of 3 members shall be fixed for two years, and the term of office of 2 members shall be fixed for one year. At the expiration of the initial term of office of each respective Board member, his successor shall be elected to serve a term of two years. The Board members shall hold office for their respective terms and until their successors have been elected and hold their first meeting, and they shall serve without pay or compensation for their services as a Board member.

3. Duties and Authority. - The Board shall manage and administer the affairs of the Council and shall have all such duties, rights, powers and authority given to it by the Act, the Declaration or By-Laws, in addition to the following:

- (a) To elect officers of the Council as hereinafter provided:
- (b) To administer the affairs of the Council and the common elements of the project property.
- (c) To keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the project buildings, and its administration and specifying the maintenance and repair expenses of the common elements. Both the books and vouchers accrediting the entries made thereon shall be available for examination by all the co-owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedure and be audited at least once a year by an auditor outside of the organization, as provided by the Act.
- (d) To engage the services of a manager or managing agent who shall manage and operate the Common Elements for all of the unit owners, upon such terms and for such compensation, and with such specific duties and

authority as the Board may approve or as may be specified in the contract of employment executed by the Board in behalf of all unit owners. The compensation paid to the managing agent shall be part of the common expenses.

- (e) To formulate and enforce policies for the administration, management and operation of the common elements, without depriving any unit owner or other person of the rights and/or privileges given to him by the Act or the Declaration in respect to the common elements.
- (f) To provide for the maintenance, repair, upkeep, protection, and replacement of the common elements, and insurance for the project property, and to approve payment vouchers and make payments therefor.
- (g) To delegate any of its duties, powers and authority to the manager or managing agent employed by the Board.
- (h) To adopt an annual budget for the estimated common expenses each year, and to provide the manner of assessing and collecting from the unit owners their respective pro-rata shares of such estimated common expenses, as hereinafter provided.
- (i) To provide for the designation, hiring and removal of employees and other personnel, including bookkeepers and accountants, and to engage or contract for the services of others, and in general to make purchases of labor, material and/or services for the maintenance, upkeep, repair, replacement, administration, management and operation of the common elements.
- (j) In general, the Board shall have all such duties, rights and authority to do all such acts and things as are not by the Act, Declaration or in these By-Laws directed to be done or exercised exclusively by the unit owners or Council, which shall be necessary or reasonably required for the successful and orderly administration, management and operation of the condominium regime established by the Declaration to which these By-Laws pertain.

4. Vacancies. - Vacancies in the Board caused by any reason other than the removal of a Board Member by vote of the Council shall be filled for the unexpired term by vote of the majority of the remaining Board Members, even though they may constitute less than a quorum; and each person so elected shall be a Board Member until a successor is elected at the next annual meeting of the Council or special meeting called for that purpose.

5. Resignation. - Any member of the Board may resign at any time by giving written notice of resignation to the President or any other officer of the Council.

6. Automatic Resignation and Removal. - Whenever any member of the Board who was the owner of an apartment unit or interest therein at the time of his election or appointment to the Board shall sell or otherwise dispose of or voluntarily or involuntarily cease to be the owner of such apartment unit or interest therein, then upon such termination of his ownership interest in such apartment unit, such member shall automatically be deemed to have effectively resigned from the Board and he shall automatically be removed therefrom.

7. Removal by Council. - At any regular or annual meeting or at any special meeting called for that purpose, the Council may by majority vote remove any one or more members of the Board, with or without cause, provided that a successor or successors shall then and there be elected to fill the vacancy or vacancies thus created, for the unexpired term of the Board Member or Members removed. Any Board Member whose removal has been proposed shall be given an opportunity to be heard at such meeting.

8. Organizational Meeting. - The first meeting of the newly elected Board shall be held within 10 days of election at such place as they shall fix at the meeting at which they were elected, and no notice shall be necessary to the newly elected Members in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings. - Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board Members, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Member personally or by mail, telephone or telegraph, at least three days prior to the day designated for such meeting.

10. Special Meeting. - Special meetings of the Board may be called by the President of the Council on three days' notice to be given as in the case of regular meetings, stating the time, date, place and purpose of the meeting. Special meetings shall be called by the President in like manner and on like notice on the written request of at least two Board Members.

11. Waiver of Notice. - Before or at any meeting of the Board any member may verbally or in writing waive notice of the time, date, place and purpose of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the

Board at any meeting of the Board shall be deemed as a waiver of the required notice of such meeting. If all the Members of the Board are present at any meeting, no notice thereof shall be required and any business may be transacted at such meeting.

12. Quorum. - At all meetings of the Board a majority of the members shall constitute a quorum for the transaction of business, and the acts and decisions of the majority of Board Members present at any meeting at which a quorum is present shall be the acts of the entire Board.

ARTICLE IV. - OFFICERS.

1. Designation. - The principal officers of the Council shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer, and the office of Secretary and Treasurer may be held at the same time by the same person. The Board may appoint an assistant Secretary and assistant Treasurer and such other officers as in their judgment may be necessary.

2. Election of Officers. - The officers of the Council shall be elected annually by the Board at the organizational meeting of each new Board and they shall hold office at the pleasure of the Board.

3. Removal of Officers. - Upon an affirmative vote of a majority of the members of the Board, or by majority vote of the Council at any meeting, any officer of the Council may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting called for such purpose.

4. President. - The President shall also be a member of the Board. He shall be the chief executive officer of the Council and shall preside over meetings of the Board and of the Council. He shall have all the general powers and duties which are usually vested in the office of the President of an organization, including, but not limited to, the power to appoint committees for various purposes as he shall deem appropriate.

5. Vice-President. - The Vice-President shall take the place of the President and perform his duties whenever the President is absent or unable to act, and if the Vice-President is not a member of the Board, he nevertheless shall for all intents and purposes be considered a member of the Board when performing the duties and functions of the office of President.

6. Secretary. - The Secretary shall also be a member of the Board and shall keep the minutes of all meetings of the Board and of all meetings of the Council. He shall in general perform all the duties incident to the office of Secretary. The Secretary may be the managing agent or a representative of the managing agent.

7. Treasurer. - The Treasurer shall also be a member of the Board and shall have responsibility for the Council funds and securities and shall be responsible for keeping the financial records and books of account.

8. Vacancies. Vacancies in any office may be filled by the Board at any meeting thereof.

9. No Compensation. - The officers shall receive no compensation for their services as such, except that if the managing agent holds any office he may be paid for his services as managing agent, including performance of the duties of his office.

ARTICLE V. - ASSESSMENTS.

1. Budget:

(a) The Board shall prepare or cause to be prepared an estimated annual Budget for each fiscal year of the Council which shall take into account and provide for the estimated common expenses and cash requirements for the year, including salaries, wages, payroll, taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, water service, power and other common utilities, management fees and other common expenses, and also a reserve for contingencies for the year and a reserve for replacements of the common elements in reasonable amounts as fixed by the Board. Any surplus or deficit in regard to previous budgets shall also be considered.

(b) The estimated annual Budget for each year shall be approved by the Board and copies thereof shall be furnished to each unit owner not later than 90 days after the beginning of each fiscal year. Unless the Board otherwise determines, each fiscal year shall be from the first day of January of each calendar year, beginning January 1, 1966, to the last day of December of the succeeding calendar year. The Board may designate a different fiscal year at its pleasure.

2. Obligation of Unit Owners. - On or before the first day of the first month, and of each succeeding month of the fiscal year covered by each annual budget, the owner of each apartment unit shall pay to the managing agent or the Board, or such person as the Board may designate, as his respective monthly assessment for the common expenses, one-twelfth of his proportionate share of the common expenses for such fiscal year as estimated and shown by such annual budget. Such proportionate share for each unit owner shall be in the ratio of his respective ownership interest in the common elements as set out in the Declaration. The managing agent, Board or other person authorized to collect and receive such monthly assessments shall receive and hold the same in trust as trustee for each unit owner and shall use, disburse, pay and expend the same for the purposes authorized by said Act, the Declaration, By-Laws or resolution of the Council, for the benefit of the unit owners. Such assessments so collected and held in trust may be known as a "maintenance fund."

3. Statements. - The managing agent or Board or other person authorized to collect such monthly assessments, may send or cause a statement to be sent to each unit owner each month for his respective monthly assessment, but the failure to send or receive any such statement for any month shall not relieve the obligation or excuse the failure

to pay such assessment or any part thereof. In the event the Board shall not approve an estimated budget for a new fiscal year and notifies each unit owner of such, each unit owner shall continue to pay each month the amount of his monthly assessment as last determined.

4. Supplemental Budget. - In the event it shall appear to the Board that the estimated annual budget for any fiscal year shall be inadequate to cover the estimated common expenses of any nature, including special assessments lawfully agreed to by the Council or unit owners in accordance with the provisions of the Act, Declaration or these By-Laws, then the Board shall prepare or cause to be prepared a supplemental estimated budget to cover the estimated deficiency for the remainder of the fiscal year, and the owner of each apartment unit shall pay his pro-rata part thereof in the ratio of his ownership interest in the common elements as hereinabove provided.

5. Capital Expenditures. - Contracts. The Board shall not approve capital expenditures for new improvements on any part of the common elements, excluding repair or replacement of existing improvements, in excess of One Thousand Five Hundred and No/100 Dollars (\$1,500.00), nor enter into contracts for more than three years, without the approval of unit owners who in the aggregate own more than 50% of the common elements.

6. Assessments During Period of Temporary Administration. - No budget or estimated budget as such for the common expenses shall be prepared or adopted during the limited period of the Temporary Administrator, as provided for in the attached Declaration; however, for and during this limited period of temporary administration, there shall be assessed against each apartment unit and the owner thereof, and each such owner agrees to pay, each month his fractional pro-rata share of the common expenses actually incurred or estimated by the Temporary Administrator or the temporary managing agent each month for the maintenance, repairs, upkeep, replacement and other services to the common elements, as well as for insurance, water, power and other common utilities or services and all other common expenses for the operation, administration, maintenance and management of this condominium project, as shall be shown by a statement which the temporary administrator or managing agent shall send to each unit owner each month, and each such statement shall constitute an assessment for common expenses against each apartment unit and the owner thereof for its said pro-rata share of such common expenses. Each unit owner shall and agrees to pay the amount of his assessment each month to the Developer, as Temporary Administrator, or to the temporary managing agent, within fifteen days from the date each statement is sent. Such statements may be mailed or personally delivered to each apartment unit. Each assessment thus made shall constitute a lien against each apartment unit for its pro-rata share thereof in the same manner and to the same extent as the liens provided for in the Declaration to secure the payment of assessments for common expenses.

Upon termination of the temporary administration by Developer, as provided for in the Declaration, it shall be the duty of the first Board of Administration to be elected by the Council, and their successors, to prepare or cause to be prepared and approve an estimated annual budget for common expenses as hereinabove provided in these By-Laws and to make and collect assessments pursuant thereto, as provided for in the Declaration and these By-Laws.

ARTICLE VI. - RULES OF CONDUCT.

1. The apartment units shall be used and occupied only for residential purposes as restricted and provided for in the Declaration. No unlawful, immoral, noxious or offensive activity shall be carried on in any apartment or elsewhere on the project property, nor shall anything be done therein or thereon which shall constitute a nuisance or cause unreasonable noise or disturbance to others.

2. Unit owners shall not paint, decorate or adorn the outside walls of any apartment building or install any canopy, awning, radio or television antenna or other fixtures or items of any kind outside any apartment, except with the written approval of the Board.

3. Developer may use any apartment unit or units it may own as a "model apartment" for display to the public and/or as a sales office during the period of time it owns any apartment or apartments which are for sale, and it may place or affix an appropriate sign or signs on the door or hallway outside such unit or on the project property to advertise the same, and during such period existing signs on the property may be maintained.

4. Each unit owner shall maintain his apartment in good condition and in good repair and order, at his own expense, excepting the common elements.

5. The use, maintenance or operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner.

6. Trash, garbage and other waste shall be disposed of as directed or provided for by the Board or managing agent.

7. During the period of construction or completion of the apartment buildings or any apartment unit, the Developer and its employees, agents, representative, contractor or subcontractors, and other persons authorized by it, shall have access, ingress and egress to said apartment buildings, the project property and any and all apartments, as may be required in connection with such construction or completion of construction.

8. Articles of personal property of any kind, such as furniture, appliances, bicycles, or other articles shall not be stored or kept in the corridors, lobbies, hallways, stairways or other common areas, except as may be specifically designated therefor by the Board.

9. No unit owner shall do anything which would change the appearance of his balcony or terrace, or any area outside his apartment, or any part of the common elements, without the prior written consent of the Board.

ARTICLE VII. - AMENDMENTS.

These By-Laws may be amended or modified from time to time by action or approval of the owners of a majority of the apartment units but no amendment, change, or modification shall be made which would conflict or be inconsistent with the Declaration to which these By-Laws are attached, except in the manner required for amendments to the Declaration as therein provided for. Amendments to the By-Laws shall be filed for record in the Condominium Records of Harris County, Texas, and shall refer hereto.

ARTICLE VIII. - MORTGAGES.

1. If any mortgage or lien shall be placed on any apartment unit, the owner shall notify the Board or Managing Agent of the name and address of his Mortgagee, which information shall be kept in a book which shall be maintained for that specific purpose.

2. At the request of the mortgagee of any apartment unit, the Board or Managing Agent shall report any unpaid assessments due from the owner of such unit.

ARTICLE IX. - COMPLIANCE.

These By-Laws are set forth to comply with the provisions and requirements of the Act and the Declaration. In case these By-Laws shall conflict with any of the provisions of said Act or Declaration, it is hereby agreed and accepted that the provisions of the Act and/or Declaration shall govern and be controlling.

DATED AND ADOPTED by the undersigned, the Developer of THE FRENCH QUARTER TOWNHOUSES, a condominium project, this the _____ day of _____, 1967.

ATTEST: LEE WILEY, INC.

Secretary By: _____
President

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared LEE WILEY, as President of LEE WILEY, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

LEE WILEY, INC., a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____
day of _____, 1966.

Notary Public in and for
Harris County, T e x a s

Amend
K842646

11/15/86 0030017 K842646 \$ 7.00

AMENDMENT TO ENABLING DECLARATION
 THE FRENCH QUARTER TOWNHOUSES
 A CONDOMINIUM REGIME

CERTIFICATE

THE STATE OF TEXAS Ø
 Ø
 COUNTY OF HARRIS Ø

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Barbara B. Baliko, as President, and Sister Regina Marie Shields, as Secretary, of the Council of Co-Owners (hereinafter called Council of Owners) of The French Quarter Townhouses, a Condominium Regime, the Enabling Declaration for which, dated May 25, 1967 was duly filed for record on July 26, 1967 and recorded, together with its By-Laws attached as Exhibit "D", in Volume 11, page 28 et seq of the Condominium Records of Harris County, Texas, do hereby certify as follows:

*7
 W*

*10
 11*

I.

We are the duly elected and acting officers of the Council of Owners of The French Quarter Townhouses, holding the offices as herein stated, having been so elected at the Organizational Meeting of the members of the Board of Administration following their election at the Annual Meeting of the Council of Owners held on January 21, 1986 at 7543 Bellerive, Houston, Texas.

II.

That we make this certification under the authority and by direction of One Hundred (100%) Per Cent of all the ownership interests in The French Quarter Townhouses for the purpose of amending Paragraph 32 of the Enabling Declaration of The French Quarter Townhouses and providing written evidence of such amendment in duly executed form, in full conformity with the Condominium Act of Texas, to be filed for record in the official records of real property of Harris County, Texas, in the same manner as said Enabling Declaration.

III.

That at a meeting of all the apartment owners of The French Quarter Townhouses held on January 21, 1986 at 7543 Bellerive, Houston, Texas, ratifying and confirming a previous meeting of all said owners held on September 10, 1985 at 7537 Bellerive, Houston, Texas, a full 100% of the total ownership interests in said condominium project, The French Quarter Townhouses, gave their written consent and approval that Paragraph 32 of the Enabling Declaration for The French Quarter Townhouses be amended so as to change the percentage of ownership interests necessary for approval of amendments to said Enabling Declaration from One Hundred (100%) Per Cent, as originally provided, to Sixty-Seven (67%) Per Cent, to require all amendments of the Enabling Declaration to be made at a meeting of the apartment owners, and that such Enabling Declaration may only be amended in such manner, in full conformity with the provisions of Secs. 81.102(7) and 81.111 of the Texas Property Code, deleting any inconsistent provisions of said Paragraph 32 of the Enabling Declaration and conforming same to the aforesaid provisions of the Texas Property Code. That the aforesaid action by said apartment owners is evidenced by the Exhibit hereto attached and made a part hereof.

IV.

That the Exhibit attached hereto was duly signed in person, or by proxy or attorney in fact, by the respective owners as reflected on the records on file in the office of The French Quarter Townhouses, of each and every one of the apartment units comprising said condominium project, representing the total 100% ownership of the common elements of said project in the aggregate; that the signatures on said Exhibit are the genuine signatures of said owners, or their proxies or attorneys in fact; that we have examined the proxies or powers of attorney under which each proxy or attorney in fact acted, and find them to have been regularly and properly executed; and that said Exhibit properly and correctly reflects the approval of said amendment to Paragraph 32 of the Enabling Declaration for The French Quarter Townhouses given at the meeting of the apartment owners of The French Quarter Townhouses held on January 21, 1986.

WITNESS our signatures at Houston, Harris County, Texas on this the 19 day of ~~February~~, 1986.

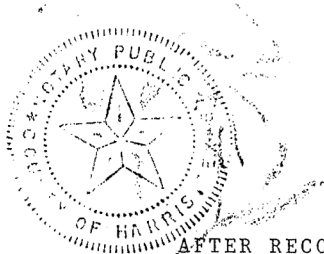
NOVEMBER

Barbara B. Baliko
Barbara B. Baliko, President

Sister Regina Marie Shields
Sister Regina Marie Shields,
Secretary

STATE OF TEXAS Ø
 Ø
COUNTY OF HARRIS Ø

This instrument was acknowledged before me on the 19th day of ~~February~~, 1986, by Barbara B. Baliko, as President, and by Sister ~~Regina Marie Shields~~, as Secretary, of the Council of Owners of The French Quarter Townhouses, a condominium regime.



Kathryn A. Carr
Notary Public, The State of Texas
Kathryn A. Carr
My commission expires 12-15-88

KATHRYN A. CARR
Notary Public for the State of Texas
My Commission Expires _____

AFTER RECORDING, RETURN TO:
Sister Regina Marie Shields
Secretary, Council of Owners of
The French Quarter Townhouses
7511 Bellerive
Houston, Texas 77036

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

We, the undersigned, being the owners of the apartment units, parking spaces, and the common elements, holding the percentages of ownership interests in the French Quarter Townhouses as set out opposite our respective signatures below, hereby give our written consent and approval that Paragraph 32 of the Enabling Declaration for The French Quarter Townhouses be and the same is hereby amended so as to change the percentage of ownership interests necessary for approval of amendments to said Enabling Declaration from One Hundred (100%) Per Cent, as originally provided in such Enabling Declaration, to Sixty-Seven (67%); to require all amendments of the Enabling Declaration to be made at a meeting of the apartment owners; and that such Enabling Declaration may only be amended in such manner; in full conformity with the provisions of Secs. 81.102(7) and 81.111 of the Texas Property Code, hereby deleting any inconsistent provision of said Paragraph 32 of the Enabling Declaration and conforming same to the aforesaid provisions of the Texas Property Code:

<u>Unit Number</u>	<u>Signature of Owner or Proxy</u> (Where by proxy, owner's name by proxy)	<u>Percentage</u>
1	<i>Imogene</i> <u>Barbara B. Bolikofsky Delespigne</u>	5.548
2	<u>Armen F. Najarian</u>	5.130
3	<u>William O. Bestard</u>	5.047
4	<u>Peter Keri by Don Furman</u>	5.787
5	<u>Jesse Kerkorian</u>	5.095
6	<u>Virginia R. Benwick</u>	4.865
7	<u>Floyd Hess by Sister Regina Marie Shields</u>	5.429
8	<u>Malcolm H. Benwick</u>	5.548
9	<u>David Knight</u>	4.653
10	<u>Molly Smyth Katz by Barbara B. Balika</u>	5.787
11	<u>James Tranger</u>	5.000
12	<u>Fred Schmidt by Sister Regina Marie</u>	5.310
13	<u>Malcolm H. Benwick</u>	5.465
14	<u>Peter Keri by Don Furman</u>	5.167
15	<u>Virginia R. Benwick</u>	5.012
16	<u>Richard R. Bero</u>	5.334
17	<u>Barbara B. Balika</u>	4.928
18	<u>Sister Regina Marie Shields</u> <small>(In the name of Sister Regina Marie Shields)</small>	5.357
19	<u>Luis C. Furman</u>	5.547

TOTAL -----100.000%

FILED

Nov 19 11 10 AM '86

Christie Hochstetler
COUNTY CLERK
HARRIS COUNTY, TEXAS

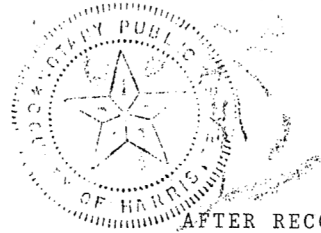
100%) Per Cent of all the owner-
 French Quarter Townhouses for the purpose
 Enabling Declaration of The
 providing written evidence of
 form, in full conformity with
 be filed for record in the
 y of Harris County, Texas, in
 Declaration.

STATE OF TEXAS 0
 0
 COUNTY OF HARRIS 0

This instrument was ackn
 of ~~February~~, 1986, by Barbara
 Sister Regina Marie Shields,
 Owners of The French Quarter

I.

the apartment owners of The French
 ry 21, 1986 at 7543 Bellerive,
 nfirming a previous meeting of
 r 10, 1985 at 7537 Bellerive,
 he total ownership interests in
 rench Quarter Townhouses, gave
 l that Paragraph 32 of the En-
 h Quarter Townhouses be amended
 f ownership interests necessary
 id Enabling Declaration from
 originally provided, to Sixty-Seven
 ments of the Enabling Dec-
 of the apartment owners; and
 ay only be amended in such
 he provisions of Secs. 81.102(7)
 Code, deleting any inconsistent
 f the Enabling Declaration and
 provisions of the Texas Property
 by said apartment owners is ev-
 tached and made a part hereof.



AFTER RECORDING, RETURN
 Sister Regina Marie Shie
 Secretary, Council of Ov
 The French Quarter Town
 7511 Bellerive
 Houston, Texas 77036

RECO
 At the time of
 found to be in
 reproduction
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 additions and
 the instrumen

FRENCH QUARTER TOWNHOMES
 AMENDMENT
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 154 PAGE 131

ENABLING DECLARATION
 FRENCH QUARTER
 TOWNHOUSES
 COMMON ELEMENTS
 REGIME

the owners of the apartment
 common elements, holding the
 interests in the French Quarter Town-
 respective signatures below,
 and approval that Paragraph
 of The French Quarter Townhouses
 be amended so as to change the percentage
 for approval of amendments to
 one Hundred (100%) Per Cent, as
 provided in the Enabling Declaration,
 to Sixty-Seven
 of the Enabling Declaration to
 apartment owners; and that such En-
 be amended in such manner; in full
 of Secs. 81.102(7) and 81.111 of
 deleting any inconsistent pro-
 the Enabling Declaration and
 provisions of the Texas Property

Owner or Proxy Percentage
 Name of owner or proxy, owner's name

<u>Amigone</u>	
<u>Bobikofor DeLagone</u>	5.548
<u>Najarigan</u>	5.130
<u>Bjorkstrand</u>	5.047
<u>Donna Korman</u>	5.787
<u>Morison</u>	5.095

ANY PROVISION HEREIN WHICH AP-
 PROVISIONS OF COLOR OR
 THE STATE OF TEXAS
 COUNTY OF HARRIS
 I hereby certify that this is
 on the date and at the time st
 in the Official Public Record



NI
 J. J. [Signature]
 COUNTY
 HARRIS

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

NOV 19 1986



Quita Roddehorst
COUNTY CLERK,
HARRIS COUNTY, TEXAS

ALL DOCUMENTS MUST BE
FILED IN THE OFFICE OF THE
COUNTY CLERK

L617650

AMENDMENT TO ENABLING DECLARATION
THE FRENCH QUARTER TOWNHOUSES
A CONDOMINIUM REGIME

FILED

APR 11 2 24 PM '88

Quita Rutschmann
COUNTY CLERK
HARRIS COUNTY, TEXAS

CERTIFICATE

04/11/88 00166470 L617650 \$ 10.00

THE STATE OF TEXAS Ø
 Ø KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS Ø

THAT WE, Barbara B. Baliko, as President, and Sister Regina Marie Shields, as Secretary of the Council of Co-Owners (hereinafter called Council of Owners) of the French Quarter Townhouses, a Condominium Regime, the Enabling Declaration for which, dated May 25, 1967 was duly filed for record on July 26, 1967 and recorded, together with its By-Laws attached as Exhibit "D", in Volume 11, page 28 et seq of the Condominium Records of Harris County, Texas, do hereby certify as follows:

I.

We are the duly elected and acting officers of the Council of Owners of The French Quarter Townhouses, holding the offices as herein stated, having been so elected at the Organizational Meeting of the members of the Board of Administration following their election at the Annual Meeting of the Council of Owners held on January 19, 1988 at 7513 Bellerive, Houston, Texas.

II.

That we make this certification under the authority and by direction of One Hundred (100%) Per Cent of all the ownership interests in The French Quarter Townhouses for the purpose of amending the Enabling Declaration of The French Quarter Townhouses by adding thereto a new Paragraph 38, and providing written evidence of such amendment in duly executed form, in full conformity with the Condominium Act of Texas, to be filed for record in the official records of real property of Harris County, Texas, in the same manner as said Enabling Declaration.

III.

That at a meeting of all the apartment owners of The French Quarter Townhouses held on January 19, 1988 at 7513 Bellerive, Houston, Texas, a full 100% of the total ownership interests in said condominium project (approval of only 67% of said ownership interests being required) gave their written consent and approval that a new Paragraph 38 be added to the Enabling Declaration for The French Quarter Townhouses so as to provide for the incorporation of a condominium management association as a Texas non-profit corporation, to become the sole governing and administrative body for all unit owners for the protection, preservation, upkeep, maintenance, repair and replacement of the common elements, and the government, operation and administration of the project property and the condominium regime established, as more fully stated in the Amendment hereto attached as an Exhibit and made a part hereof.

IV.

That the Exhibit attached hereto was duly signed in person,

or by proxy or attorney in fact, by the respective owners as reflected on the records on file in the office of The French Quarter Townhouses of each and every one of apartment units comprising said condominium project, representing the total 100% ownership of the common elements of said project in the aggregate; that the signatures on said Exhibit are the genuine signatures of said owners or their proxies or attorneys in fact; that we have examined the proxies or powers of attorney under which each proxy or attorney in fact acted, and find them to have been regularly and properly executed; and that said Exhibit properly and correctly reflects the approval of said amendment to the Enabling Declaration for The French Quarter Townhouses by adding a new Paragraph 38 thereto, pursuant to the action taken at the meeting of the apartment owners of The French Quarter Townhouses held on January 19, 1988.

WITNESS our signatures at Houston, Harris County, Texas on this the 31 day of March, 1988.

Barbara B. Baliko
Barbara B. Baliko, President

Sister Regina Marie Shields
Sister Regina Marie Shields,
Secretary

THE STATE OF TEXAS Ø
 Ø
COUNTY OF HARRIS Ø

This instrument was acknowledged before me on the 31ST day of March, 1988, by Barbara B. Baliko, as President, and by Sister Regina Marie Shields, as Secretary, of the Council of Owners of The French Quarter Townhouses, a condominium regime.

Marion J. Byrd
Notary Public, The State of Texas
COMMISSION EXPIRES 3-20-89



AFTER RECORDING, RETURN TO:
Sister Regina Marie Shields,
Secretary, Council of Owners
of The French Quarter Townhouses
7511 Bellerive
Houston, Texas 77036

EXHIBIT

AMENDMENT TO ENABLING DECLARATION
THE FRENCH QUARTER TOWNHOUSES
A CONDOMINIUM REGIME

We, the undersigned, being the owners of the apartment units, parking spaces, and the common elements, holding the percentages of ownership interests in the French Quarter Townhouses as set out opposite our respective signatures below, hereby give our written consent and approval at a meeting of the apartment owners held on January 19, 1988 at 7513 Bellevue, Houston, Texas, that the Enabling Declaration for The French Quarter Townhouses be and the same is hereby amended by adding thereto Paragraph 38 which reads as follows:

"Incorporation as a Non-Profit Corporation

"38. From and after the date of the issuance by the Secretary of State of Texas of a certificate of incorporation for a condominium management association to be known as The French Quarter Townhouses Condominium Council, a Texas non-profit corporation, (or other similar name which may be approved by the Secretary of State on Articles of Incorporation to be filed by officers of the Council of Co-owners) the members of which non-profit corporation shall be composed of all owners of apartment units, such non-profit corporation shall be the sole governing and administrative body for all unit owners for the protection, preservation, upkeep, maintenance, repair and replacement of the common elements, and the government, operation and administration of the project property and the condominium regime established, and such members shall remain members of such non-profit corporation until such time as each member's ownership ceases for any reason, at which time such membership shall automatically cease. Upon any transfer of ownership of any apartment unit, regardless of how accomplished, the new unit owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to membership in such non-profit corporation.

" Such non-profit corporation shall from and after such date fully assume and perform all functions, duties, and responsibilities of and fully substitute for the Council of Co-owners, the Board of Directors of said non-profit corporation shall perform all the functions and duties of the Board of Administration, and the Officers of said non-profit corporation shall perform the respective duties and functions of the Officers of the Council of Co-owners; all as provided in the Enabling Declaration and By-Laws of The French Quarter Townhouses, as herein and heretofore amended."

<u>Unit Number</u>	<u>Signature of Owner or Proxy (Where by proxy, owner's name by proxy)</u>	<u>Percentage</u>
1	<u>Imogene Delespaine</u>	5.548
2	<u>Zarina Najarian</u>	5.130
3	<u>William C. Beetsma</u>	5.047
4	<u>Don Furman for Pedro Kuni</u>	5.787

<u>Unit Number</u>	<u>Signature of Owner or Proxy. (Where by proxy, owner's name by proxy)</u>	<u>Percentage</u>
5	<u>Javen Kishorian</u>	5.095
6	<u>Virginia R. Berwick</u>	4.865
7	<u>Abdul J. Bass</u>	5.429
8	<u>Michael H. Berwick</u>	5.548
9	<u>David Wright</u>	4.653
10	<u>Sister Regina - Proxy for Molly Smyth</u>	5.787
11	<u>James Clay Tranger</u>	5.000
12	<u>H. Curatessa</u>	5.310
13	<u>Michael H. Berwick</u>	5.465
14	<u>Don Furman for Gayed Kuri</u>	5.167
15	<u>Virginia R. Berwick</u>	5.012
16	<u>Richard L. Bess</u>	5.334
17	<u>Barbara F. Baliko</u>	4.928
18	<u>Sister Regina Marie Shields</u>	5.357
19	<u>Les C. Jure</u>	5.547
TOTAL	-----	100.00 %

RECORDER'S MEMORANDUM:

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

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

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

APR. 11 1988



Quita Roddenauer
COUNTY CLERK,
HARRIS COUNTY, TEXAS

SEC'D
LAWYER
MS. COHEN

FILED
In the Office of the
Secretary of State of Texas

JUL 15 1988

Corporations Section

ARTICLES OF INCORPORATION
OF
THE FRENCH QUARTER TOWNHOUSES CONDOMINIUM COUNCIL
(NonProfit Corporation)

ARTICLE ONE

The name of the corporation is The French Quarter Townhouses Condominium Council.

ARTICLE TWO

The corporation is a nonprofit corporation.

ARTICLE THREE

The period of duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized and operated are, acting as a condominium management association and as the sole governing, operating and administrative body for all unit owners of The French Quarter Townhouses, a condominium regime, to provide for the acquisition, construction, management, maintenance, care, protection, preservation, upkeep, repair and replacement of the property of such condominium regime.

ARTICLE FIVE

The corporation has one class of members comprised of the owners of apartment units, parking spaces, and common elements of the condominium project, each member holding the percentage of ownership interest in the common elements assigned to such owner's respective unit as set forth in the Enabling Declaration for The French Quarter Townhouses.

ARTICLE SIX

Members shall remain members of the corporation until such time as each member's ownership ceases for any reason, at which time such membership shall automatically cease. Upon transfer of ownership of any apartment unit, regardless of how accomplished the new unit owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to membership in the corporation.

ARTICLE SEVEN

All units of The French Quarter Townhouses are used by individuals for residences and the owners of such units are vested with sole voting control of the corporation.

ARTICLE EIGHT

The street address of the corporation's initial registered office is 7511 Bellerive, Houston, Texas 77036, and the name of its initial registered agent at such address is Regina Marie Shields.

ARTICLE NINE

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors are:

Richard R. Bero	7515 Bellerive	Houston, Texas 77036
Regina Marie Shields	7511 Bellerive	Houston, Texas 77036
Zaven Kirksharian	7537 Bellerive	Houston, Texas 77036

ARTICLE TEN

The name and address of each incorporator is:

Richard R. Bero	7515 Bellerive	Houston, Texas 77036
Regina Marie Shields	7511 Bellerive	Houston, Texas 77036
Zaven Kirksharian	7537 Bellerive	Houston, Texas 77036

Signed, this 30th day of June, 1988.

Richard R. Bero

Regina Marie Shields

Zaven Kirksharian

Incorporators

Articles of Incorporation
The French Quarter Townhouses
Condominium Council
Page 3

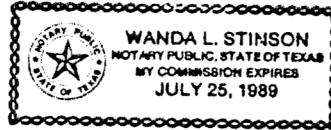
STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared Richard R. Bero, Regina Marie Shields, and Zaven Kirksharian, known to me to be the persons whose names are subscribed to the foregoing document, and being by me first duly sworn, declared that the statements contained therein are true and correct.

Given under my hand and seal of office this 30th day of June, A.D. 1988.

Wanda L. Stinson
Notary Public, State of Texas
My Commission expires:





The State of Texas
Secretary of State

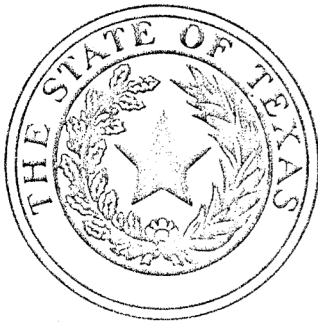
CERTIFICATE OF INCORPORATION
OF
THE FRENCH QUARTER TOWNHOUSES CONDOMINIUM COUNCIL
CHARTER NUMBER 01083154

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY
VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES
THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE
ARTICLES OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZED THE
USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER
UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE
ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 15, 1988




Secretary of State

EXHIBIT

AMENDMENT TO ENABLING DECLARATION
THE FRENCH QUARTER TOWNHOUSES
A CONDOMINIUM REGIME

We, the undersigned, being the owners of the apartment units, parking spaces, and the common elements, holding the percentages of ownership interests in the French Quarter Townhouses as set out opposite our respective signatures below, hereby give our written consent and approval at a meeting of the apartment owners held on August 22, 1989 at 7525 Bellerive, Houston, Texas, that Paragraph 33 of the Enabling Declaration for The French Quarter Townhouses be and the same is hereby amended by adding thereto the following:

"Amendment to Paragraph 33

"In addition to all other rights and remedies provided under the Texas Condominium Act, the Enabling Declaration, By-Laws, and lawfully adopted rules and regulations, all as may be amended, the Board of Directors of The French Quarter Townhouses Condominium Council, a Texas non-profit corporation, by vote of a majority of its members, shall have the authority at its discretion, in the event of violation by any unit owner of any of the restrictions, duties, or obligations prescribed under said Act, Declaration, By-Laws, and rules and regulations, to discipline said unit owner for such violation, by taking any one or more of the following actions against such defaulting owner:

"(1). To suspend such defaulting owner's privileges to the use of any specified common elements of The French Quarter Townhouses;

"(2). To suspend such defaulting owner's right to the use and benefit of specified services which are provided at common expense;

"(3). To suspend the right of such defaulting owner to vote as a member of the non-profit corporation;

"(4). To impose monetary penalties, including, without limitation, extra charges for the late payment of maintenance fees, upon such defaulting owner.

"Any violation by a family member or guest of a unit owner shall be deemed a violation by the unit owner; and a suspension of use or services under (1) and (2) above shall likewise extend to family members and guests of a unit owner.

"Any disciplinary action taken hereunder shall be subject to the following limitations:

"(i). The accused owner must be given reasonable notice and an opportunity to be heard with respect to the alleged violation.

"(ii) Any suspension of rights or privileges, or imposition of monetary penalties, shall be reasonably related to the owner's violation.

"As amended by the addition thereto of the foregoing provisions, Paragraph 33 of said Enabling Declaration is hereby ratified and confirmed and shall remain in full force and effect from and after approval of this amendment at the aforesaid meeting of apartment owners".

<u>Unit Number</u>	<u>Signature of Owner or Proxy</u> (Where by proxy, owner's name <u>by proxy</u>)	<u>Percentage</u>
451	<u>Emogene Delapina</u>	5.548
432	<u>Zuzana Najarian</u>	5.130
41-3	<u>William C. Beckwith</u>	5.047
394		5.787
375	<u>Gaven Kurbokharian</u>	5.095
356	<u>Virginia R. Berwick</u>	4.865
337		5.429
318	<u>Michael H. Berwick</u>	5.548
299	<u>David Wright</u>	4.653
27-10		5.787
25-11	<u>Joyce Gray</u>	5.000
23-12	<u>Amber D.</u>	5.310
21-13	<u>Michael H. Berwick</u>	5.465
19-14		5.167
17-15	<u>2 Virginia R. Berwick</u>	5.012
15-16	<u>Richard R. Bese</u>	5.334
13-17		4.928
11-18	<u>Regina Marie Shields / Annette C. Shields</u>	5.357
09-19	<u>Louis C. Jones</u>	5.547
TOTAL-----		100.000 %

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

RECORDER'S MEMORANDUM:

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

OCT. 18 1989



Quita Roddenberry
 COUNTY CLERK,
 HARRIS COUNTY, TEXAS

IV.

That the Exhibit attached hereto was duly signed in person, or by proxy or attorney in fact, by the respective owners as reflected by the records on file in the office of The French Quarter Townhouses, of Seventy-Two and 91/100 (72.91%) of the total ownership interests of the apartment units comprising said condominium project, representing the aforesaid percentage interest in the common elements of said project in the aggregate; that the signatures on said Exhibit are the genuine signatures of said owners or their proxies or attorneys in fact; that we have examined the proxies or powers of attorney under which each proxy or attorney in fact acted, and find them to have been regularly and properly executed. That said Exhibit therefore properly and correctly reflects the approval at said meeting of apartment owners held on August 22, 1989 of said amendment to Paragraph 33 of the Enabling Declaration by the holders of at least 67% of the ownership interests of said condominium project, as required by the Condominium Act of Texas.

WITNESS our signatures on behalf of The French Quarter Townhouses Condominium Council, a Texas non-profit corporation, at Houston, Harris County, Texas on this 18 day of October, 1989.

Michael H. Berwick
Michael H. Berwick, President
(Annette Claire Shields)
Sister Regina Marie Shields
Sister Regina Marie Shields,
Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of October, 1989, by Michael H. Berwick, as President, and by Sister Regina Marie Shields, as Secretary, of The French Quarter Townhouses Condominium Council, a Texas non-profit corporation, on behalf of said corporation.

Mary McNinch
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Sister Regina Marie Shields,
Secretary, The French Quarter
Townhouses Condominim Council
7511 Bellerive
Houston, Texas 77036

