

AMENDED AND RESTATED

BY-LAWS

OF

WOODWAY PLACE ATRIUM CONDOMINIUM ASSOCIATION

The name of the organization shall be Woodway Place Atrium Condominium Association.

ARTICLE I

OBJECT

(Plan of Apartment Ownership)

1. The purpose for which this nonprofit Association is formed is to govern the condominium property situated in the County of Harris, State of Texas, which property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which property has been submitted to the provisions of the Condominium Ownership Act of the State of Texas.
2. All present or future owners, owners of Condominium units hereafter annexed to said project, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be compiled with.

ARTICLE II

MEMBERS, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership: Any person on becoming an owner of a condominium unit shall automatically become a member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any former owner from any liability or obligation incurred under or in any way connected with Woodway Place Atrium Condominium Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Managers of the Association or other owners may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Managers may, if it so elects, issue one membership card to the owner(s) of a

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R-2-496

condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

2. Voting. Voting shall be based upon the percentage of the undivided interest of each unit owner in the general common elements. An owner of an undivided fractional interest in and to a condominium unit shall be entitled to a vote equal to his fractional ownership interest in such unit. The co-owners of a unit shall designate one person to cast the vote or such co-owned-unit at all meetings at which matters are presented for the vote of unit owners. Cumulative voting is prohibited.

3. Majority of Unit Owners: As used in these By-Laws the term "majority of Unit Owners" shall mean those owners of more than fifty percent (50%) of the aggregate in interest of the undivided ownership of the general common elements.

4. Quorum: Except as otherwise provided in these By-Laws, the presence in person or by proxy of owners representing forty percent (40%) of the aggregate in interest of the undivided ownership of the General Common Elements shall constitute a quorum.

5. Proxies: Votes may be cast in person or by proxy. Proxies may be filed with the secretary before the appointed time of each meeting. Any matter which is to be voted upon by the membership may be voted upon in person, by mail, by facsimile or any combination. All proxies to be valid shall be revocable and shall be valid for a period of time not to exceed eleven months.

ARTICLE III

ADMINISTRATION

1. Association Responsibilities: The owners of the units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Project through a Board of Managers.

2. Place of Meetings: Meetings of the Association shall be held at such place as the Board of Managers may determine.

3. Annual Meetings. The annual meetings of the association shall be held during the month of October at a date, time and location as determined by the Board of Managers.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

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5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each owner of record, at least 10 (ten) but not more than 30 (thirty) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting at a time not less than forty-eight hours from the time the original meeting was held.

7. Order of Business. The order of business at all meetings of the owners of units shall be determined by the Board of Managers.

ARTICLE IV

BOARD OF MANAGERS

1. Number and Qualification. The affairs of this Association shall be governed by a Board of Managers composed of five (5) persons who shall be Unit owners.

2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential condominium project. The Board of Managers may do all such acts and things as are not by these By-Laws or by the Condominium Declaration for Woodway Place Atrium Condominium directed to be exercised and done by the owners.

3. Other Powers and Duties. The Board of Managers is empowered and may:

(a) Administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Ownership Act of the State of Texas,

(b) Adopt and amend By-Laws,

(c) Establish, adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of Units and common elements, to the extent the regulated action affect common elements or other Units and enforce compliance thereof. All rules shall be delivered or mailed to each member promptly upon the adoption thereof,

(d) Keep in good order, condition and repair all of the general and limited common elements and all items of personal property used in the enjoyment of the entire premises,

RP078-69-2031

(e) Regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium,

(f) Insure and keep insured, for fire extended coverage and all other perils, all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value may be determined annually by appraisal or other means acceptable to insurer for determination of maximum insurance value. Further, to obtain and maintain comprehensive liability insurance covering the entire premises with minimum limits of at least the amounts necessary to avail the Association, its officers, managers, members and volunteers to the immunity afforded by the Charitable Immunity and Liability Act.

Policies of insurance may include, to the extent same may be economically available, coverages for: Premises/Operations, Elevator, Comprehensive General Liability, Personal Injury and Host Liquor, Independent Contractor, Contractual, Hired & Non-Owned Automobile Coverage, and provision for at least 10 days advance notice of cancellation. Appropriate workmens compensation, employers liability and Fidelity Bonds and Directors and Officers liability, Umbrella Liability and other reasonably necessary coverages are authorized to be provided. The policy will include Condominium endorsement (additional property coverage) Condominium additional policy provisions, replacement cost coverage, garage keepers legal liability endorsements, as such are available in the State of Texas. The Board of Managers shall additionally have the power to purchase any other insurance or fidelity bonds it considers appropriate or necessary,

(g) Insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their first mortgagees,

(h) Adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for common expenses from Unit Owners,

(i) Fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners toward the gross expense of the entire premises and any other sums required pursuant to the Declaration and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expense or costs, or additional capital expenses, or because of emergencies. To contract with the Associations of adjacent condominium projects, if erected, (as is provided in Paragraph 34 of the Declaration) for the administration and operation of project-wide services and interests,

(j) Collect delinquent assessments by suit, foreclosure of its lien, or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws.

(k) Impose interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard are given, reasonable fines for violations of the Declaration, By-Laws and rules of the association,

(l) Adopt and amend rules regulating the collection of delinquent assessments and the application of payment.

(m) Adopt and amend rules regulating the termination of utility service to a Unit, the Owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility,

(n) Impose reasonable charges for preparing, recording, or copying Declaration amendments, resale certificates, or statements of unpaid assessments,

(o) Assign its right of future income, including the right to receive common expense assessments,

(p) Suspend the voting privileges of or the use of certain general common elements by an Owner delinquent or more than 30 days in the payment of an assessments, fines or any other charges owing to the Association,

(q) Institute, defend, intervene in, settle or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the condominium,

(r) Protect and defend the entire premises from loss and damage by suit or otherwise,

(s) Borrow funds in order to pay for any expenditure or outlay required; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the owners in the same proportion as their interest in the general common elements,

(t) Make contracts and incur liabilities relating to the operation of the condominium,

(u) Establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers; and to invest surplus funds or interest, from time to time, in government agency guaranteed Notes, Certificates or Treasury Bills,

(v) Keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a competent accountant, once a year,

(w) Meet at least once each quarter,

(x) Designate, select and employ the personnel, agents and independent contractors necessary for the maintenance and operation of the general and limited common elements,

(y) To the extent that the Board from time to time shall desire to do so, to render maintenance and relative services upon request of, and at the expense of unit owners,

(z) In general, to carry on the administration of this Association and do all of those things, necessary and reasonable, in order to carry out the communal aspect of condominium ownership,

(aa) Enter a Unit for a bona fide emergency purpose when conditions present an imminent risk of hard or damage to the common elements, another Unit, or the occupants,

(bb) Exercise any other powers conferred by the Declaration or By-Laws,

(cc) Exercise any other power that may be exercised in this state by a corporation of the same type as the Association,

4. Managing Agent. The Managing Agent shall be hired by the Board of Managers. The Board of Managers may employ for the Association a Managing agent and/or Management Company at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Paragraph 3 of this Article.

5. Election and Term of Office. All Board of Managers shall be elected for a term of three (3) years. The terms are presently staggered so that no more than two (2) board members terms expire in any given year. After 1995, the Board of Managers may be elected for terms of less than three (3) years to establish the staggered terms beginning with the annual meeting in 1996.

6. Vacancies. Vacancies on the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall remain a manager until the expiration of the term to which he was elected unless otherwise removed pursuant to § 7 of this Article.

7. Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. The successor shall serve the unexpired portion of the term of the removed Manager.

RP078-69-2042

RP078-69-2043

8. Organization Meeting. The first meeting of a newly elected Board of Managers shall be held within ten days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, Providing a majority of the whole Board shall be present.

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

10. Special Meetings. Special meetings of the Board of Managers may be called by the President on three days' notice to each Manager, given personally, by mail, telephone, facsimile, or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Managers.

11. Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Managers' Quorum. At all meetings of the Board of Managers, a majority of the managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V

OFFICERS

1. Designation. The officers of the Association shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Managers.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

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

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Vice-President(s). At the option of the Board of Managers. There may be one or more Vice Presidents. The powers vested in the Vice President shall be those vested in the President in the President's absence and any additional powers vested by the Board of Managers.

6. Secretary. The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on time records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment unit owned by such members and the garage or parking space and storage space assigned for use in connection with such apartment unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Managers.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every manager or officer, his heirs, executors and administrators, against all loss, costs and expense, including counsel fees, reasonably incurred

by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. The indemnification, created in this Article VI, shall be provided in all instances to the maximum extent authorized by the Texas Non-Profit Corporation Act. However, if said Act no longer contains provisions extending indemnification, the Association shall indemnify for all acts including acts of negligence but not for gross negligence or willful misconduct.. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason of arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a manager or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Woodway Place Atrium Condominium Declaration as a member or owner of a condominium unit covered thereby.

ARTICLE VII

OBLIGATION OF THE OWNERS

1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses, including shared expenses for the administration and operation of project-wide services and interests (as provided in Paragraph 34 of the Declaration), if adjacent condominium regimes are erected. The assessments shall be made pro rata according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if and only if he shall have fully paid all assessments made or levied against him and the Condominium Unit owned by him at least two (2) weeks prior to the date that any vote shall occur.

2. Maintenance and Repair.

(a) Every owner must perform promptly at his own expense, all maintenance and repair work within his own apartment unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.

(b) In accordance with, and to the extent required by the Declaration all the repairs of internal installations of the unit such as patio planting, water, light, gas power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass, electrical fixtures and all other accessories, equipment and fixtures belonging to the unit area including limited areas shall be at the owner's expense.

(c) An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any

general or limited common element damaged by his negligence or by the negligence of his tenants or agents.

3. Mechanic's Lien. Each Owner agrees to indemnify and hold each of the other owners, the Association, and the Condominium Regime harmless from any and all claims of mechanic's lien filed against other apartment units or the Condominium regime and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's apartment unit. In the event suit for foreclosure is commenced, then within ninety days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one year together with the sum of One Hundred Dollars. Such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Paragraph 24 of the Declaration.

4. General.

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for the Woodway Place Atrium Condominium Regime.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Woodway Place Atrium Condominium Association project was built.

5. Use of Units - Internal Changes.

(a) All units shall be utilized for single family residential purposes only.

(b) An owner shall not make structural modifications or alterations to his unit or installation located therein without previously requesting permission of the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board of Managers. The Association shall have the obligation to answer within thirty (30) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. No Owner shall be permitted to connect two (2) or more Units vertically (between floors).

6. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

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7. Right of Entry.

(a) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers pursuant to the Condominium Declaration.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

8. Rules and Regulations.

(a) All owners shall promptly and completely comply with all rules and regulations affecting Woodway Place Atrium Condominium.

(b) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be canceled or suspended by the issuing company.

(c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectional noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants, or other occupants of condominium units of Woodway Place Atrium Condominium. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of the Woodway Place Atrium Condominium Project. In event of complaint by an Owner below of noise from traffic on hard surface flooring above, it shall be the duty of the Unit Owner from whose unit noise is emitted to install carpet or other sound deadening acoustical devices or pad as necessary to eliminate transmitted objectionable noise in unit below.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and of providing access to the units; those portions thereof adapted therefore, for recreational use by the owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed

RP078-69-2047

so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by Developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance coverage covering said area and improvements situated thereon. Small household pets may be kept in a unit, but only in accordance with the Community Rules adopted by the Board of Managers and provided always that such household pets shall be allowed on the common areas only as may be specified in the Rules now and hereafter promulgated by the Board of Managers. Except as hereinabove stated, no animal, livestock, reptiles, birds or poultry shall be brought within the condominium or kept in or around any unit thereof.

(e) No resident of the condominium shall post any advertisements, signs, or posters, of any kind in or on the project except as authorized by the Board of Managers in writing.

(f) Parking of automobiles shall be only in the spaces designated as parking for each unit; no unattended vehicle shall at any time be left in the driveways, ramps or streets in such manner as to impede the passage of traffic or to impair proper access to parking areas. No storage of any objects shall be permitted in the garage area and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind.

(g) It is prohibited to hang garments, rugs, and/or any other materials from the windows or balconies or from any of the facades of the project.

(h) It is prohibited to dust rugs or other materials from the windows or balconies or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash or garbage out of any of the windows or balconies of any of the units.

(i) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(j) No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in writing previously approved by the Association .

(k) No owner or other occupant of any condominium unit shall make any alteration, modification, or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Association.

(l) Reasonable and customary regulations for the use of the swimming pool and pool areas will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.

9. Destruction or Obsolescence. Each Owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owners' condominium unit upon its destruction or obsolescence as provided in Paragraph 31 of the Condominium Declaration of Woodway Place Atrium Condominium.

ARTICLE VIII

SECURITY

THE ASSOCIATION, ITS BOARD OF MANAGERS AND OFFICERS, ITS MANAGERS, EMPLOYEES, AGENTS AND/OR ITS ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. UNIT OWNER AND LESSEE ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE UNIT BEING LEASED, GUESTS AND INVITEES OF ANY UNIT OWNER OR RESIDENT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. UNIT OWNER AND LESSEE, ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE UNIT BEING LEASED, GUESTS AND INVITEES OF AN UNIT OWNER OR LESSEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH UNIT OWNER, LESSEE AND OCCUPANT OF ANY UNIT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY UNIT OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY

PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

ARTICLE IX

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

1. By-Laws. These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least a majority of the aggregate interest of the undivided ownership of the general common elements or by a majority vote of the Board of Managers.

ARTICLE X

MORTGAGES

Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit and upon payment of the required fee report any unpaid assessments due from the owner of such unit.

ARTICLE XI

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the State of Texas Uniform Condominium Act. If any of these By-laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XII

This Association is not organized for profit. No member, member of the Board of Managers, or person from whom the Association may receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit Or any member of the Board of Managers; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Managers may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

RP078-64-2050

ARTICLE XIII

The registered office and the principal office for the transaction of business of this Association shall be Suite 107, 661 Bering Drive, Houston, Texas 77057, and the Registered Agent shall be the Woodway Place Atrium Condominium Association at the same address or such other registered agent and/or office as the Board of Managers may designate from time to time.

ARTICLE XIV

The persons who shall be authorized to execute any and all instruments of conveyance or encumbrance, including promissory notes, shall be the President and the Secretary of the Association.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals at Houston, Texas, this the 2 day of OCTOBER, 1995.

Jack Golf
JACK GOLF, President

ATTEST:

Jack H. Levine
JACK H. LEVINE, Secretary

1502-69-2051

CERTIFICATE OF SECRETARY

I, JACK H. LEVINE, Secretary of Woodway Place Atrium Condominium Association hereby certifies that the above and foregoing amended and restated By-Laws were approved by the Board of Managers at a duly noticed meeting on 2 OCTOBER 1995, at which meeting a quorum was present.

Jack H. Levine
JACK H. LEVINE, Secretary

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This document was acknowledged before me the undersigned authority by JACK GOLF and JACK LEVINE, the President and Secretary of the Association respectively on this the 2ND day of OCTOBER, 1995.

Margie A. Yancy
NOTARY PUBLIC *MARGIE A. YANCY*
IN AND FOR THE STATE OF TEXAS

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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.

AUG 23 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS
2011 AUG 23 PM 3:40

FILED