CONDOMINIUM DECLARATION

SKYLINE VILLAGE

VOLUME 89 - PAGE 140

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

THAT, FRED RIZK CONSTRUCTION COMPANY, a Texas corporation, being the owner of that certain tract of land situated in Harris County, Texas containing approximately 2.0205 acres and being more particularly described on Exhibit "A" attached hereto, together with all improvements thereon, and being desirous of submitting such land and improvements to a condominium regime pursuant to the provisions of Article 1301a of the Texas Revised Civil Statutes, does hereby establish and declare, in accordance with the terms hereinafter set forth and the provisions of Article 1301a of the Texas Revised Civil Statutes, a condominium regime upon such land and improvements.

ARTICLE 1

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the meanings indicated:

1. Apartment shall mean an enclosed space consisting of one or more rooms occupying part of a floor or floors in a Building, which enclosed space is not owned in common with the owners of other Apartments in the Project. The boundaries of an Apartment shall be the interior surface of its perimeter walls, floors, and ceilings, and shall include the portions of the Building so described and the air space thereby enclosed. All heating and air conditioning equipment, ducts, and lines, and all utility pipes, lines, systems, and fixtures that serve only one Apartment shall also be included within the definition of an "Apartment", whether such items are located within the space enclosed by the boundaries of such Apartment or not. There are fifty-one (51) Apartments in the Project, as designated on the plat (the "Plat") attached hereto as Exhibit "B".

2. Association shall mean Skyline Village Townhome Owners Association, Inc., a Texas non-profit corporation now existing or to be created after the date hereof, the Members of which shall be the Owners of Apartments within the Project. The term "Association" shall have the same meaning as the term "Council of co-owners" in the Act.

3. Act shall mean the Texas Condominium Act as set forth in Article 1301a of the Texas Revised Civil Statutes, as amended from time to time.

4. Board shall mean the Board of Directors of the Association.

5. Buildings shall mean the six (6) buildings situated on the Land, all as more particularly described on Exhibit "B" hereto.

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

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

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

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

10. Limited Common Elements shall mean those portions of the Common Elements reserved for the exclusive use of one or more Owners to the exclusion of other such Owners, such Limited Common Elements being more particularly designated as such on Exhibit "B" hereto and being the balconies, patios, and Parking Areas. Patios are designated by the suffix "P" preceded by the number of the Apartment to which they are assigned, and balconies are designated by the suffix "B" preceded by the number of the Apartment to which they are assigned.

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

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

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

14. Mortgage shall mean a mortgage, deed of trust or other instrument executed by an Owner creating a lien or security interest encumbering on Apartment and the Percentage Interest appurtenant thereto and securing the repayment of a loan.

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

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

17. Parking Areas shall mean the Limited Common Elements designated as parking areas or garages and assigned to individual Apartments as shown on the Plat. The individual spaces comprising the Parking Areas are indicated by the numbers 1 through 92, inclusive, on the Plat.

18. Percentage Interest shall mean the undivided interest in and to the Common Elements associated with and appurtenant to each Apartment as set forth on the Plat. On the Plat the "Percentage Interest" appurtenant to each Apartment is set out in the columns headed "Total %".

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

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

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

ARTICLE 2

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

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

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

(a) No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any Apartment, or to take any such action with respect to the interior or exterior of any of the Common Elements. Except as otherwise provided herein, no Owner shall have any right

to place any sign in or on any Apartment or elsewhere on the Project without the prior written consent of the Board. The Board shall have the right to remove any sign so placed without permission.

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

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

(d) The patios, balconies, and Parking Areas designated as Limited Common Elements on Exhibit "B" hereto, as well as all other Limited Common Elements and the remainder of the Common Elements shall be maintained by the Association; the Owner of any Apartment as to which any Limited Common Elements are appurtenant shall have no right to modify, alter, repair, paint, improve, or take any other similar action with respect to such Limited Common Elements, it being the obligation of the Association under this Declaration to maintain such Limited Common Elements in a uniform and attractive manner for the benefit of all Owners.

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

Section 3. Easements.

(a) The physical boundaries of the Apartments and the Common Elements, as the same are set out on Exhibit "B" hereto, shall be conclusively presumed to be the boundaries of such areas, notwithstanding any settling, rising, or other movement of the Buildings or the Land, and regardless of any variances actually existing on the date hereof with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement for any encroachments

arising out of any such variances, settling, rising, or other movement, and such easement shall exist so long as the Project exists as a condominium regime pursuant to the Act.

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

(c) There is hereby granted to the Association an easement in, to, and about the Project for the purpose of maintaining and repairing the Common Elements in accordance with the terms and provisions of this Declaration regardless of any present or future encroachment of the Common Elements upon an Apartment, and to enter Apartments, on a reasonable basis, to perform emergency or other necessary repairs that an Owner has failed to perform.

Section 4. Parking Areas. Parking Areas shall be Limited Common Elements limited to the exclusive use of the Owner to which such areas are assigned by the Plat. The Parking Areas so assigned to any Apartment shall be specified in the instrument of conveyance conveying the Apartment to its initial Owner. Thereafter, such Parking Areas shall be deemed appurtenant to such Apartment, and shall be deemed to be transferred with any conveyance of such Apartment, unless an instrument specifically indicating the conveyance of a Parking Area by the Owner thereof to another Owner is duly recorded in the Office of the County Clerk of Harris County, Texas. Notwithstanding the right of exclusive use granted as to any Parking Area in connection with the conveyance of an Apartment, such areas shall remain Limited Common Elements and shall be maintained by and remain subject to the control of the Association. No Owner shall have any right to convey a Parking Area to any party who is not an Owner, and any such attempted conveyance shall be void, and title to such Parking Area shall automatically revert to the Association.

ARTICLE 3

MANAGEMENT AND OPERATION OF PROJECT

Section 1. Management by Association. The affairs of the Project shall be administered by the Association. The Association shall have the rights, powers, and duties of a "Council of co-owners" as that term is used in the Act. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring, and operation of the Project as herein provided for, and as provided for in the Bylaws and in the Rules and Regulations. Without limiting the generality of the foregoing, the Association acting through the Board shall be entitled to enter into such contracts and agreements concerning the Project as a whole, the Common Elements, or the Buildings, as the Board deems reasonably necessary or appropriate to maintain and operate the Project as a viable residential

condominium regime, including without limitation the right to grant public utility easements for uses the Board shall deem appropriate, and the right to enter into agreements with adjoining or nearby land owners or associations or entities representing such land owners on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

Section 2. Membership in Association. Each Owner, including Developer, shall be a Member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of an Apartment, howsoever achieved, including without limitation by foreclosure of a lien upon an Apartment, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association. If there are one or more Owners of an Apartment, then such Owners shall designate one of their number as the Member of the Association, which designation shall be made in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. Any such Owners may designate the Member from among themselves in any manner they deem fit, and in the event that such Owners are unable to agree upon one of their number to be designated as the Member to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

Section 3. Initial Board of Directors, Election of First Board. The initial Board of Directors of the Association shall be Fred E. Rizk, Carl Gromatzky, and Adrienne Arnot. Such Board may increase its membership to five by electing two Members as Directors prior to the Election Date. Such Board shall serve until the "first Board of Directors" (sometimes hereinafter so referred to) is elected by the Members. Elections of the first Board of Directors shall be held in accordance with the Bylaws upon the earlier to occur of (i) December 31, 1979 or (ii) within sixty (60) days after Developer has conveyed, by deeds duly executed and recorded, fifty-one (51) of the Apartments (the earlier of such dates is sometimes herein referred to as the "Election Date"). Thereafter, elections shall be held as set forth in the Bylaws.

Section 4. Meetings of Boards of Directors. The Board of Directors shall meet as set forth in the Bylaws.

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

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

Section 7. Professional Management. The Board may retain such professional management as the Board deems appropriate to manage performance of the day to day functions

of the Association and to provide for the management, maintenance, repair, administration and operation of the Project as provided for herein and as provided for in the Bylaws. Any contract made by the Association for such professional management, or providing for services by the Developer shall be terminable, without cause or payment of a termination fee, on ninety (90) days' or less written notice and shall have a maximum term of no more than three (3) years.

ARTICLE 4

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

Section 1. Payment of Maintenance Expenses. Subject to Section 2 of this Article 4, each Owner shall contribute to the Maintenance Fund a portion of the annual Maintenance Expense Charge for the expenses and administration of the Project and the maintenance and operation of the Common Elements, which portion shall be in proportion to such Owner's Percentage Interest. The Maintenance Expense Charge shall be assessed in accordance with the provisions hereinafter set forth. No Owner is or shall be exempt from such obligation to so contribute by waiver of use of the Common Elements or any portion thereof, or because of any restriction of such uses in accordance herewith or with the Rules and Regulations.

Section 2. Payment of Maintenance Expenses During Development. Recognizing that, to some degree, the cost of administration and maintenance of the Project is related to the use of the Common Elements which is in turn related to the number of Apartments which are occupied, the Developer shall pay to the Association, until the Election Date, in lieu of any Maintenance Expense Charge or Special Assessment with respect to all Apartments which the Developer continues to own, the amount, if any, by which the Actual Operating Expenses incurred for any fiscal year or part thereof of the Association exceed the aggregate of the Maintenance Expense Charges payable during such period by other Owners, less any portion thereof that is deposited in the Replacement Reserve Fund. If the amounts collected as Maintenance Expense Charges from Owners other than the Developer, less any portion thereof that is deposited in the Replacement Reserve Fund, exceed such Actual Operating Expenses for such period, then within a reasonable time after the expiration of such period, an amount equal to such excess shall be refunded to the Owners who shall have paid such Maintenance Expense Charges, in proportion to their respective contributions. For the purposes of this Article 4, Section 2, the term "Actual Operating Expenses" shall mean those expenses reasonably necessary for the normal maintenance and operation of the Project but shall not include (i) capital expenditures or any amounts paid into the Replacement Reserve Fund or (ii) prepaid items (other than prepaid insurance premiums for policies with expiration dates no later than one (1) year after the date of any such policy), inventory items or similar expenses that are attributable to periods after such fiscal year or part thereof. The Developer, by notice in writing to the Association, may, prospectively or retroactively, waive the benefits of this Section 2 and in the event of such waiver, shall be bound to contribute to the Maintenance Expense Fund the Maintenance Expense Charges and Special Assessments in proportion to the Percentage Interests attributable to the Apartments owned by the Developer.

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

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

Section 5. Payment of Maintenance Expense Charge; Enforcement. One-twelfth (1/12) of the portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid by the tenth (10th) day of such month shall be deemed delinquent, and, without notice, shall bear inter-

est at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid by the fifteenth (15th) day of such month, at the Board's election (i) the Board may impose a late charge of Fifty Dollars ($50.00) to cover the costs incurred in handling such late payment, and/or (ii) the Maintenance Expense Charge due from the delinquent Owner for the next twelve months shall be accelerated, shall become at once due and payable, and from the fifteenth (15th) day of such month until paid shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Maintenance Expense Charge for the next twelve months is not then known, it shall be deemed that the Maintenance Expense Charge for the next twelve months shall be the same per month as the then applicable monthly charge. If, after the Maintenance Expense Charge for the next twelve months has been accelerated by the Board, satisfactory payments of the Maintenance Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis. In order to secure payment of the Maintenance Expense Charge, the vendor's lien and superior title to each Apartment shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by public sale without judicial proceedings. Each Owner, by accepting conveyance of an Apartment, irrevocably grants to the Association a power of sale so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed at public sale without judicial proceedings in the manner prescribed by law in the State of Texas. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to an Apartment, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable for the unpaid portion of the Maintenance Expense Charge attributable to the Apartment in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Maintenance Expense Charge, the Association may, acting through the Board, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to seeking monetary damages, injunctive relief, or any other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

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

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

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

(d) The Association may upon ten days' written notice purchase from such nonpaying Owner (and for this purpose each Owner hereby grants to the Association an option to so purchase) such nonpaying Owner's Apartment at a purchase price equal to the price at which such Owner originally purchased the Apartment less the reasonable expenses incurred by the Association of the purchase and less the amount of

the unpaid portion of the Maintenance Expense Charge giving rise to such option and less the balance of any debt secured by any Mortgage encumbering the subject Apartment (said option being expressly subordinate to any Mortgage on such nonpaying Owner's Apartment).

Section 6. Maintenance Fund; Working Capital. The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit, and welfare of the Project and the Owners. In connection with the sale of Apartments a charge equal to at least two (2) months' estimated portion of the Maintenance Expense charge shall be collected and deposited in the Maintenance Fund as a working capital fund.

ARTICLE 5

INSURANCE

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

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

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

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

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

(e) Employer's liability insurance.

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

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

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

Section 2. Policies. All insurance provided for in this Article shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association, as trustee for each Owner in accordance with such Owner's Percentage Interest, and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be cancelled or substantially modified without at least thirty (30) days prior written notice to all insureds, including the Association and the Mortgagees. If possible, all policies of insurance of the character described in this Article shall contain an endorsement extending coverage to include the payment of Maintenance Expense Charges with respect to Apartments damaged during the period of reconstruction thereof. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article 5 shall be held and disbursed by the Board in accordance with this Declaration. All such policies shall provide that the coverage thereof must not be prejudiced by any act or neglect of Owners when such act or neglect is not within the control of the Association, or by any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control. All such policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, any Owner and their agents, employees, or tenants, and of any defenses based on co-insurance or invalidity arising from the acts of the insured. Such policies with respect to property insurance shall provide that, despite any provisions giving the insurance carrier the right to elect to restore damage in lieu of a cash settlement, such option shall not be exerciseable

without the prior written approval of the Association, provided the provisions of this sentence shall be subject, in all events, to the to provisions of the Act relating to restoration of condominium improvements in the event of substantial damage or destruction.

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

Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his Apartment and of the Limited Common Elements subject to his exclusive control, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided. Each Owner, at his own cost and expense, should carry an individual policy of liability insurance insuring against the liability of such Owner, inasmuch as liability insurance policies to be carried by the Association may, as to each Owner, be only with respect to his liability arising out of the ownership, maintenance, or repair of that portion of the Project which is not reserved for his exclusive use or occupancy.

ARTICLE 6

FIRE OR CASUALTY: REBUILDING

Section 1. Determination of Loss.

(a) In the event of a fire or other casualty causing damage or destruction to a Building or Common Element, the Board shall give written notice thereof to each Mortgagee and shall determine whether such loss comprises more than two-thirds of the Buildings. Unless otherwise required by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds of the cost of completely reconstructing all Buildings as they existed immediately prior to such fire or other casualty. In the event of fire or other casualty which does not comprise more than two-thirds of the Buildings, unless the prior written approval of at least 75% of the Mortgagees (based on one vote for one Mortgagee) and of Owners holding at least 75% of the votes in the Association is obtained to do otherwise, the Buildings and Common Elements damaged or destroyed shall be repaired and reconstructed substantially in accordance with the original plans and specifications therefor.

(b) In the event that fire or other casualty destroys the whole or more than two-thirds of the Buildings, which determination shall be made in the manner hereinabove set

forth, and unless otherwise unanimously agreed upon by the Owners, all proceeds of insurance policies carried by the Association and the balance of the Maintenance Fund shall be delivered in accordance with the provisions of Section 3(b) of this Article 6, and the condominium regime established by this Declaration shall terminate. Upon such termination, the Apartments and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Interest previously owned by each Owner.

Section 2. Rebuilding.

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

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

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

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

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

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

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

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

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

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

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

Section 5. Indemnity of Association. Subject to the provision of Section 3 of Article 5 hereof, each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner's negligence or misuse or by the negligence or misuse of his immediate family, or his agents or employees in the course of their duties, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other Owners against any such costs.

ARTICLE 7

EMINENT DOMAIN

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

Section 2. Common Elements; Not Subject to Exclusive Use. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements that is not exclusively limited to the use of the Owner of one Apartment (hereafter in this Section 2 of Article 7, only, all references to "General Common Elements" shall be deemed to be references only to such Common Elements) the Board shall have the sole authority to determine whether to defend or resist any such proceeding; to make any settlement with

respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of General Common Elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner in proportion to his Percentage Interest. The Board may, if it deems advisable, call a meeting of the Association, at which meeting the Members, by a majority vote of the votes in the Association, shall decide whether to replace or restore as far as possible the General Common Elements so taken or damaged.

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

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

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

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

(d) If the Board determines that it will be reasonably practicable to operate such remaining Apartments and Limited Common Elements, then the damages and awards made with respect to each Apartment and Limited Common Element which has been determined to be capable of being made tenantable or usable shall be applied to the repair and reconstruction thereof. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Apartments which are being repaired or reconstructed so as to be made tenantable and against those Owners who have the exclusive right of use of the Limited Common Elements being made usable. With respect to those Apartments and Limited Common Elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the Owner who owns such Apartment or has the exclusive right of use of the Limited Common Elements, or to their Mortgagee, as their interests may appear, and the remaining portion of such Apartments and Limited Common Elements, if any, shall become a part of the

Common Elements and the repair and use thereof shall be determined by the Board. Those Apartments which may not be made tenantable shall no longer be a part of the Project and the Percentage Interest appurtenant to each remaining Apartment of the Project shall be adjusted by the Board, in such manner as it may determine, to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners. After making such adjustment the Board will cause an instrument reflecting the new Percentage Interest appurtenant to each Apartment to be duly recorded.

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

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

ARTICLE 8

AMENDMENTS TO DECLARATION; BYLAWS

Section 1. General Provisions. Except as otherwise provided by law, after the Election Date, the provisions hereof may be amended by an instrument in writing, signed by Members having not less than seventy-five percent (75%) of the votes in the Association entitled to vote thereupon, but no such amendment shall be effective until a written notice thereof is duly recorded in the Office of the County Clerk of Harris County, Texas. Developer reserves the right to amend the provisions hereof at any time, and from time to time, prior to the Election Date. The Bylaws of the Association may be amended as therein set forth.

Section 2. Mortgagee Protections. Notwithstanding Section 1 above, unless at least seventy-five (75%) of the Mortgagees, based on one vote for one Mortgage, and at least seventy-five percent (75%) of the Owners have given prior written approval, neither the Owners nor the Association shall be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium regime (except as provided for in the Act, and in Articles 6 and 7 hereinabove, in the event of casualty loss or condemnation of a substantial nature); or

(b) change the pro-rata interest or obligations of any Apartment for the purpose of:

(i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(ii) determining the pro-rata share of ownership of each Apartment and the Common Elements; or

(c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, except for granting public utility easements; or

(d) partition or subdivide any Apartment.

ARTICLE 9

RESTRICTIONS ON LEASING OF APARTMENTS

No Owner shall have any right to lease or sublet such Owner's Apartment, other than in accordance with the provisions of this Article 9; provided, however, the provisions of this Article 9 shall not apply to Developer, nor shall they apply to any Mortgagee who obtains the ownership of an Apartment pursuant to remedies provided in a Mortgage, or foreclosure thereof, or deed or assignment in lieu of foreclosure. If any Owner, other than those exempted from the operation of this Article 9 by the immediately preceding sentence, shall desire to lease or sublet such Owner's Apartment, the Owner shall first give written notice thereof to the Board, which notice shall set forth the terms and provisions of the proposed lease agreement and shall include a copy of the written lease proposed to be entered into. Within fifteen (15) days of the receipt of such notice, the Board shall either approve or disapprove the proposed lease agreement, and in the event of such Board disapproval, such Owner shall have no right to lease or rent the Apartment in question pursuant to such proposed lease agreement, and any such attempted lease shall be void and of no force and effect. Failure by the Board to approve or disapprove the proposed lease agreement within such fifteen (15) day period shall be deemed to be approvel by the Board of such lease agreement. The Association may resort to any remedies available to it, including a proceeding in forceable entry and detainer and the remedies set out in Section 5 of Article 4 hereinabove, to enforce the provisions of this Article 9. The Board, in no event, shall unreasonably withhold its approval of any proposed lease agreement; however, should the Board find that the proposed tenant has a poor credit rating, has received poor references from prior landlords, or if the Board determines that the term of the lease is not adequate or that the security deposit required thereunder is not adequate to protect the interests of the other Owners in maintaining the integrity of the Project, the Board may refuse to approve such lease agreement. The foregoing list is illustrative only, and is not an exclusive listing of possible grounds for the withholding of approval of a proposed lease agreement by the Board. In any event, no lease

agreement shall be entered into unless and until the proposed lease agreement by the Board. In any event, no lease agreement shall be entered into unless and until the proposed tenant thereunder has deposited with the Association, if required by the Board, a good and sufficient security deposit to cover the portion of the Maintenance Expense Charge attributable to such Apartment. The amount of such security deposit shall be set by the Board in a reasonable amount to protect the Association and the other Owners, due regard being given to the credit worthiness of the proposed tenant, the length of the term of the proposed lease, and such other factors as the Board may determine. Nothing in this Article 9 shall be deemed to, construed as, or used in any way to discriminate against any proposed tenant on the account of national origin, race, color, creed, age, sex, or religion.

ARTICLE 10

MISCELLANEOUS

Section 1. Partition. The Common Elements shall remain undivided and shall not be subject to an action for partition or division so long as the Project is maintained as a condominium regime in accordance with the terms and provisions hereof. In any event, no such partition may be effected until consent is had from all Mortgagees or all Mortgages are paid in full.

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

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

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

Section 5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation, and enjoyment of the Common Elements and the Project may be amended from time to time by the Board. Further, prior to the Election Date, but not thereafter, the Board shall have the right, by written instrument, to waive all or any of the Rules and Regulations as to any individual Owner. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this

Declaration shall control. Each Owner, by accepting conveyance of an Apartment, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

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

Section 7. Mortgagee Matters. Any Mortgagee shall be entitled to examine the books and records of the Association and, upon request, may require the Association to furnish annual reports and other financial data. The Association shall promptly give to any Mortgagee, with respect to any Apartment as to which it has a Mortgage, written notification from the Association of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Association, or the Bylaws which is not cured within thirty (30) days. The Association, upon request, shall notify all Mortgagees (or the Federal Home Loan Mortgage Corporation and/or the Federal National Mortgage Association) of any damage to any Apartment covered by such Mortgagee's Mortgage that is in excess of $1,000.00 and of any damage to the Common Elements that is in excess of $10,000.00. The Association will, upon request, notify any Mortgagee of all Association meetings, and any Mortgagee's representative may attend such meetings.

Section 8. Easements. Prior to the Election Date the Board shall have the right to grant to utility companies and other similar entities such easements, rights-of-way, and other rights as may be reasonably necessary to service the Project and establish, operate or maintain the same as a viable condominium project.

Section 9. Easement for Signs. Developer hereby reserves for itself and its heirs, legal representatives, successors and assigns, the right to maintain on the Land one or more signs in connection with the development of and sale of parts or all of the Land and the improvements located thereon.

EXECUTED as of the 7th day of November, 1978.

FRED RIZK CONSTRUCTION COMPANY

By: _____

Title: President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of November, 1978.

Lois W Thomson
Notary Public in and for
Harris County, Texas

My Commission Expires: 4-30-79

METES AND BOUNDS
DESCRIPTION OF
SKYLINE VILLAGE
TOWNHOMES

BEING a 2.0205 acre tract of land and being all of Lots 185 and 186, Block 4 of Glenhaven Estates, Section 2, according to the plat as recorded in Volume 19, page 59, of the Harris County Map Records, and also being out of the Robert-Vince Survey, Abstract 77, in Harris County Texas, and being more fully described by metes and bounds as follows:

BEGINNING; at the Southeast corner of Lot 185 Block 4, of the above mentioned Glenhaven Estates, Section 2, said point being the Southeast corner of the tract herein described and said point also being in a curve to the left in the North Right-of-Way line of Skyline Drive.

THENCE; Along said curve to the left in the North Right-of-Way line of Skyline Drive, having a central angle of 11°43'02" and, a radius of 1522.50 feet, a distance of 311.35 feet to a point for the Southwest corner of Lot 186, Block 4, Glenhaven Estates Section 2, and also the Southwest corner of the tract herein described;

THENCE; North 00°21'00" West along the West line of the above mentioned Lot 186, distance of 296.68 feet to a point for the Northwest corner of Lot 186 and also the Northwest corner of the tract herein described.

THENCE; North 89°39'00" East, a distance of 310.42 feet to a point for the Northeast corner of the above mentioned Lot 185 and also the Northeast corner of the tract herein described;

THENCE; South 00°21'00" East, along the East line of Lot 185, a distiance of 281.00 feet to the PLACE OF BEGINNING and containing 2.0205 acres.

Thomas H. Eikel

THOMAS H. EIKEL, P.E.
TEXAS REGISTRATION #26383

June 29, 1978

STATE OF TEXAS
THOMAS H. EIKEL
26383
REGISTERED
PROFESSIONAL ENGINEER

EXHIBIT "A"

SKYLINE VILLAGE
6202 SKYLINE

ASSIGNED PARKING
51-Units

UNIT NUMBER	PARKING NUMBERS
1	1 - 2
2	3 - 4
3	5 - 6
4	7 - 8
5	9 - 10
6	11 - 12
7	13 - 14
8	15 - 16
9	17 - 18 - 19
10	20 - 21
11	22 - 23
12	24 - 25
13	26 - 27
14	28 - 29
15	30 - 31
16	59 - 60
17	61 - 62
18	57 - 58
19	55 - 56
20	51 - 52
21	53 - 54
22	49 - 50
23	48 - 48A
24	44 - 45
25	46 - 47
26	42 - 43
27	40 - 41
28	36 - 37
29	38 - 39
30	34 - 35
31	32 - 33
32	64
33	63
34	65
35	66 - 67
36	69
37	68
38	70
39	71
40	74
41	72 - 73
42	75
43	76
44	79 - 80
45	77 - 78
46	81 - 82
47	83 - 84
48	87 - 88
49	85 - 86
50	89 - 90
51	91 - 92

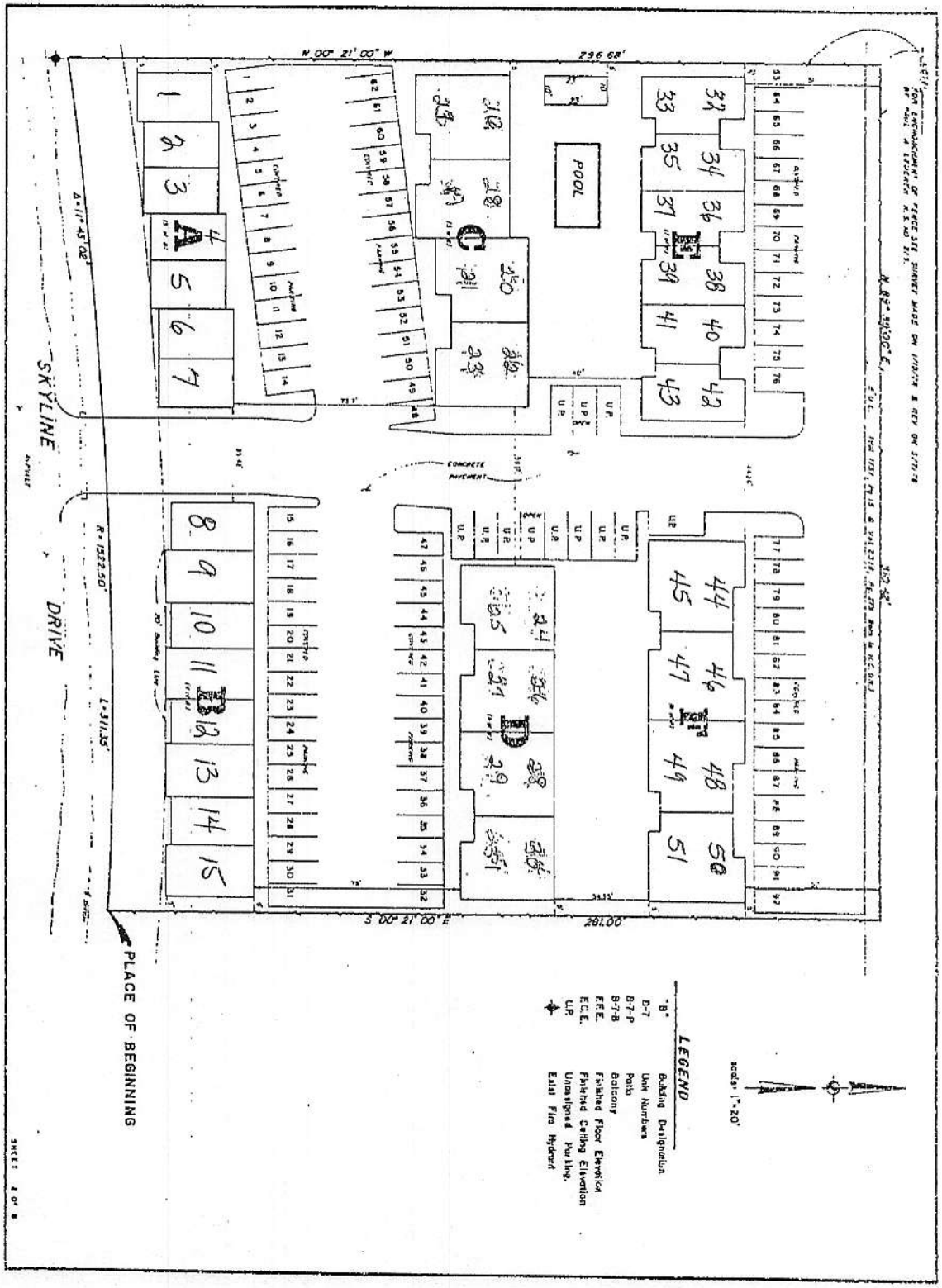

N 00° 21' 00" W
296.68'
POOL
CONCRETE PAVEMENT
SKYLINE
DRIVE
S 00° 21' 00" E
281.00
PLACE OF BEGINNING
LEGEND
"B" Building Designation
B-7 Unit Numbers
B-7-P Patio
B-7-B Balcony
F.F.E. Finished Floor Elevation
F.C.E. Finished Ceiling Elevation
U.P. Unassigned Parking.
Exist Fire Hydrant
scale: 1"=20'

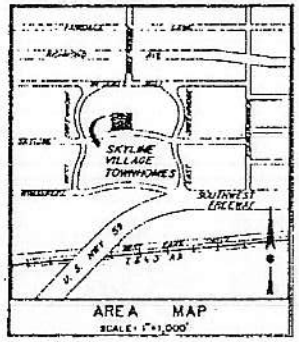
EXHIBIT "B"

SKYLINE
VILLAGE TOWNHOMES

A 2.0205 ACRE TRACT OF LAND BEING ALL OF LOTS 185 AND 186, BLOCK 4 OF GLENHAVEN ESTATES, SECTION 2, AS RECORDED IN VOL. 19 , PG. 59 , H.C.M.R., ALSO BEING OUT OF THE ROBERT VINCE SURVEY, AB. 77, HARRIS COUNTY, TEXAS

INDEX OF DRAWINGS

Sheet No.	Description
1 of 8	Cover Sheet
2 of 8	Site Plan
3 of 8	Building "A"
4 of 8	Building "B"
5 of 8	Building "C"
6 of 8	Building "D"
7 of 8	Building "E"
8 of 8	Building "F"



AREA MAP
SCALE: 1"=1,000'

BENCH MARK ..... ELEV. 67.75

City of Houston Survey-Marker 5056-1402. Located in the south median at the intersection of Skyline and Hillcroft.

OWNER

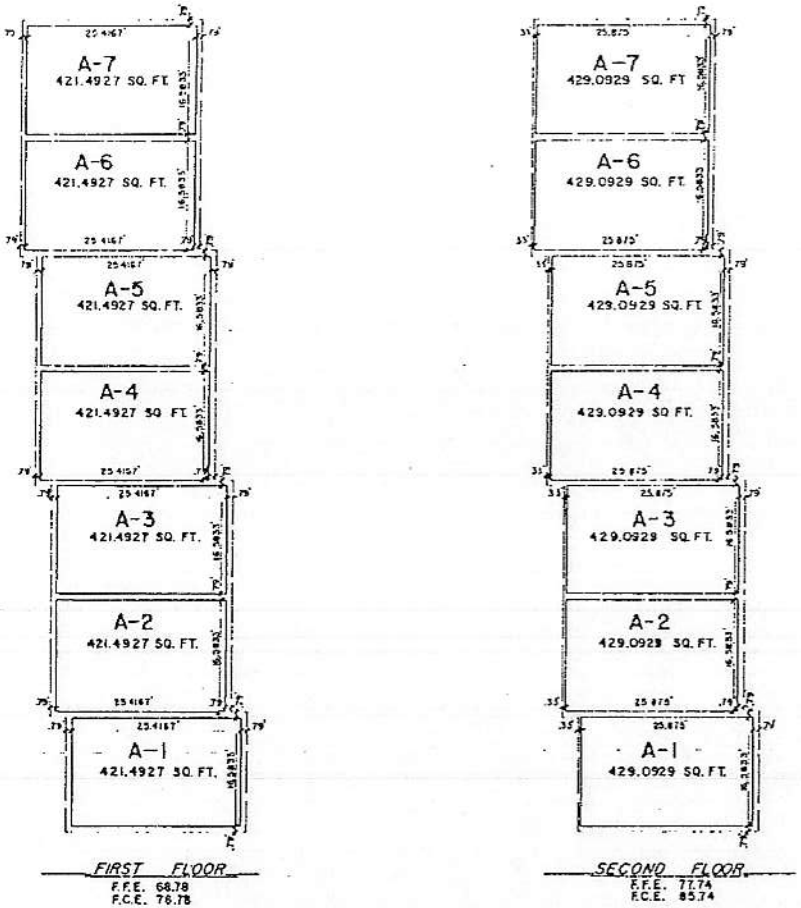
FRED RIZK CONSTRUCTION CO.
2400 Fountainview, Suite 200
Houston, Texas 77057

ENGINEER

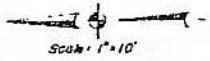
THOMAS H. EIKEL, P.E.
Consulting Engineers
7000 Regency Square, Suite 110
Houston, Texas 77036

EXHIBIT "B"

EXHIBIT "B"

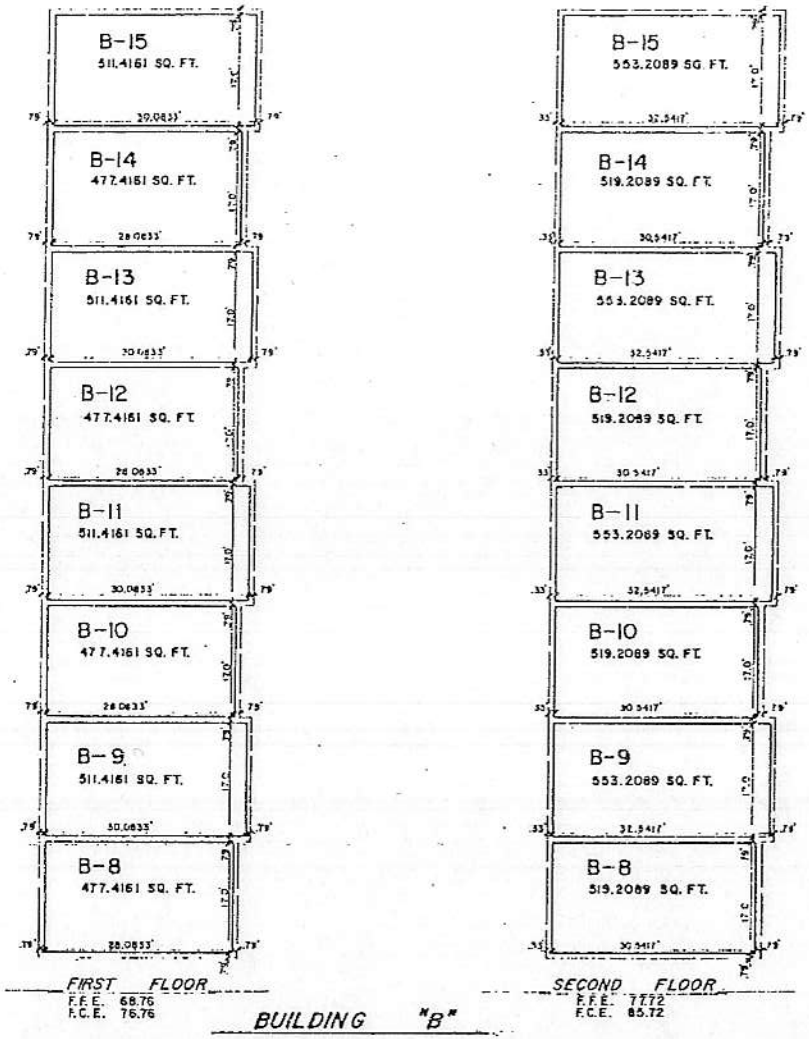


BUILDING "A"



Unit No.	Total Sq. Ft.	Total %
A-1	850.5856	1.9383 %
A-2	850.5856	1.9383 %
A-3	850.5856	1.9383 %
A-4	850.5856	1.9383 %
A-5	850.5856	1.9383 %
A-6	850.5856	1.9383 %
A-7	850.5856	1.9383 %

SHEET 3 OF 8



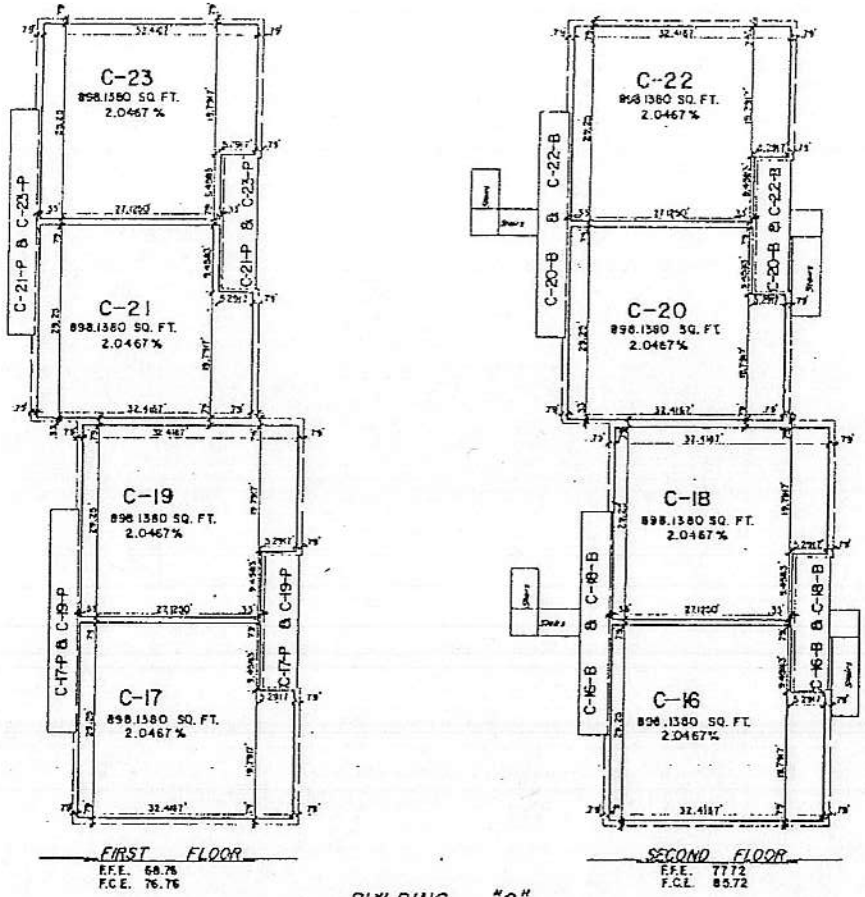
BUILDING "B"

Unit No	Total Sq. Ft.	Total %
B-8	996.6250	2.2712%
B-9	1064.6250	2.4261%
B-10	996.6250	2.2712%
B-11	1064.6250	2.4261%
B-12	996.6250	2.2712%
B-13	1064.6250	2.4261%
B-14	996.6250	2.2712%
B-15	1064.6250	2.4260%

Scale: 1" = 10'

SHEET 4 OF 9

EXHIBIT "B"

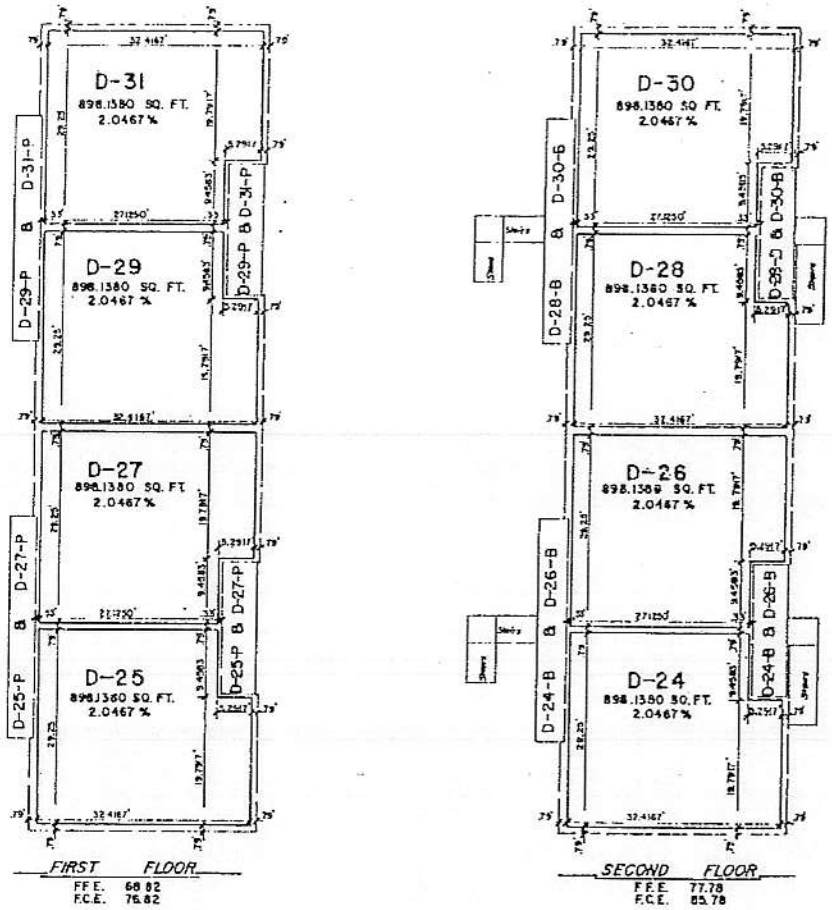


Unit No.	Total Sq. Ft.	Total %
C-16	898.1380	2.0467 %
C-17	898.1380	2.0467 %
C-18	898.1380	2.0467 %
C-19	898.1380	2.0467 %
C-20	898.1380	2.0467 %
C-21	898.1380	2.0467 %
C-22	898.1380	2.0467 %
C-23	898.1380	2.0467 %

Scale: 1" = 10'

SHEET 6 OF 8

EXHIBIT "B"



FIRST FLOOR
F.F.E. 68.82
F.C.E. 76.82

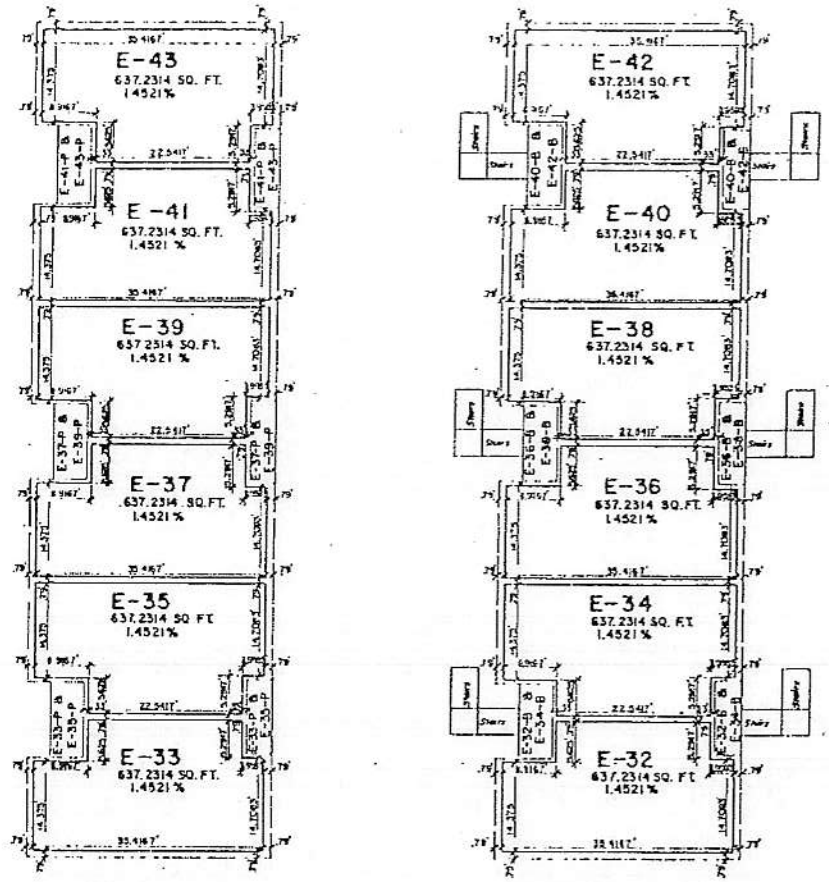
SECOND FLOOR
F.F.E. 77.78
F.C.E. 85.78

BUILDING "D"

Unit No.	Total Sq. Ft.	Total %
D-24	898.1380	2.0467%
D-25	898.1380	2.0467%
D-26	898.1380	2.0467%
D-27	898.1380	2.0467%
D-28	898.1380	2.0467%
D-29	898.1380	2.0467%
D-30	898.1380	2.0467%
D-31	898.1380	2.0467%

Scale: 1" = 10'

SHEET 8 OF 8



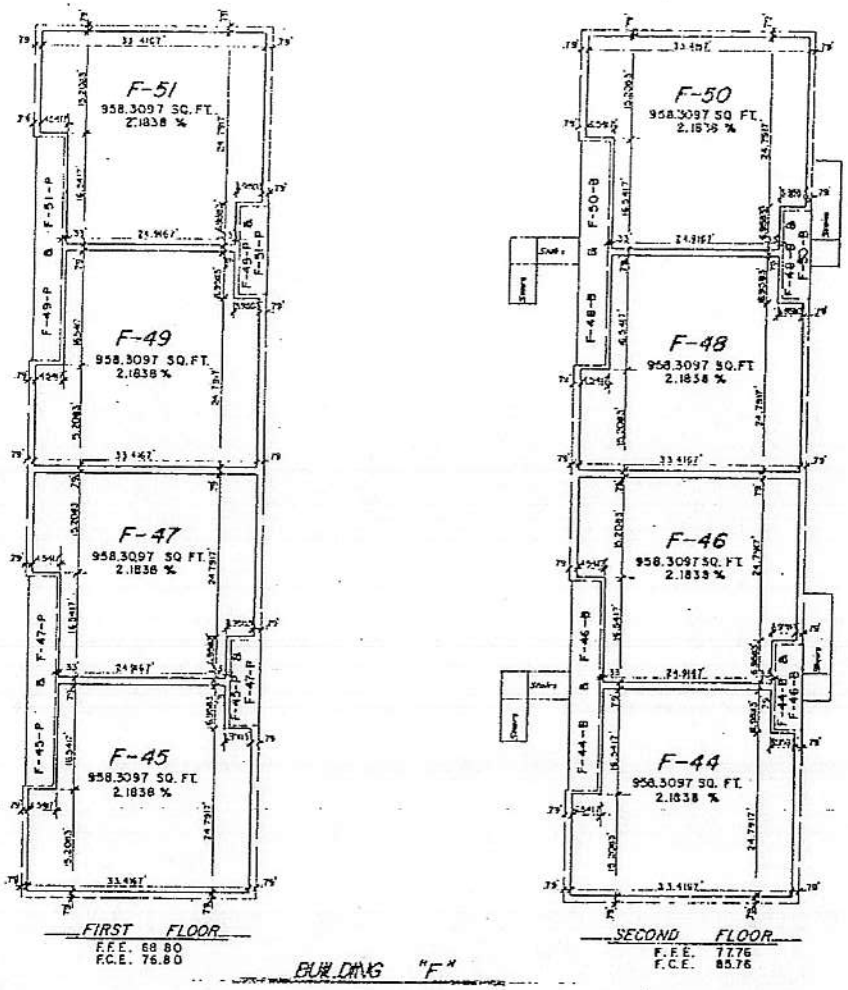
FIRST FLOOR
F.F.E. 68.88
F.C.E. 76.88

SECOND FLOOR
F.F.E. 77.84
F.C.E. 85.84

Unit No.	Total Sq. Ft.	Total %
E-32	637.2314	1.4521%
E-33	637.2314	1.4521%
E-34	637.2314	1.4521%
E-35	637.2314	1.4521%
E-36	637.2314	1.4521%
E-37	637.2314	1.4521%
E-38	637.2314	1.4521%
E-39	637.2314	1.4521%
E-40	637.2314	1.4521%
E-41	637.2314	1.4521%
E-42	637.2314	1.4521%
E-43	637.2314	1.4521%

Scale: 1" = 10'

BUILDING "E"



Unit No.	Total Sq. Ft.	Total %
F-44	958.3097	2.1838 %
F-45	958.3097	2.1838 %
F-46	958.3097	2.1838%
F-47	958.3097	2.1838%
F-48	958.3097	2.1838%
F-49	958.3097	2.1838%
F-50	958.3097	2.1838%
F-51	958.3097	2.1838%

Scale: 1" = 10'

43862.5616

SHEET 8 OF 8

EXHIBIT "B"

BYLAWS

OF

SKYLINE VILLAGE TOWNHOME OWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is SKYLINE VILLAGE TOWNHOME OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 6202 Skyline Drive, Houston, Texas 77057, but meetings of Members and Directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. All terms used herein shall have the meaning given thereto in the Declaration unless expressly stated to the contrary herein.

Section 2. "Articles of Incorporation" shall mean the articles of incorporation of the Association, as amended from time to time.

Section 3. "Bylaws" shall mean these Bylaws of the Association, as amended from time to time.

Section 4. "Declaration" shall mean the declaration, as amended from time to time, establishing Skyline Village as a condominium regime in Houston, Harris County, Texas pursuant to Article 1301a of the Texas Revised Civil Statutes, a copy of which Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. _____. The Declaration is incorporated herein by this reference for all purposes.

Section 5. "Director" shall mean a member of the Association's Board of Directors.

Section 6. "Member" shall mean those persons entitled to membership in the Association as provided in the Declaration.

Section 7. "Nominating Committee" shall mean a committee formed for the purpose of nominating candidates for election to the Board of Directors as contemplated by Article IV, Section 2 of the Bylaws.

Section 8. "Property" shall mean that real property described in the Declaration.

EXHIBIT "C"

ARTICLE III

MEMBERS, MEETINGS, AND VOTING RIGHTS

Section 1. Composition and Powers. Every Owner shall be a Member of the Association and shall continue to be a Member for so long as he owns an Apartment, all as more fully set out in the Declaration. If more than one person or entity owns an Apartment, only one of such Owners shall be a Member, which designation shall be made by a majority vote of all such Owners, and shall be specified in a written notice to the Board of Directors of the Association by such Owners. The foregoing is not intended to include persons or entities holding an interest in an Apartment merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, the ownership of any Apartment. Except as otherwise provided in these By-Laws or in the Declaration, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of a majority of the Members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy.

Section 2. Annual Meetings.

(a) The first annual meeting of the Members shall be held when called, upon ten (10) days' prior written notice to the Members, by the initial Board of Directors of the Association. Such meeting shall be called no later than the earlier to occur of (i) December 31, 1979, or (ii) within sixty (60) days after fifty-one (51) of the Apartments have been conveyed by deeds duly executed, acknowledged, delivered, and recorded.

(b) Thereafter, the annual meeting of the Members shall be held on the second Monday in the month of January of each year at 8:00 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of ten (10) Members.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast twenty-five percent of the votes in the Association shall constitute a quorum for any action, except as otherwise

provided in the Articles of Incorporation, the Declaration, or these Bylaws. Any meeting of the Association, whether annual or special, may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time, date, and place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Apartment.

Section 7. Voting. Each Member shall have a vote or votes in the Association according to the Percentage Interest appurtenant to the Apartment owned by such Member, as set forth in Section 5 of Article 3 of the Declaration.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Composition. Until the earlier to occur of (i) December 31, 1979 or (ii) sixty (60) days after Developer has conveyed, by deeds duly executed and recorded, fifty-one (51) Apartments, the affairs of the Association shall be managed by a Board of three (3) Directors appointed by Developer. After such date the affairs of the Association shall be managed by a Board of five (5) Directors elected by the Members. Directors need not be Members of the Association. At the first annual meeting, the Members shall elect one (1) Director for a term of one (1) year, two (2) Directors for terms of two (2) years each, and two (2) Directors for terms of three (3) years each; and at each annual meeting thereafter the Members shall elect one (1) or two (2) Directors, as the case may be, for a term of three (3) years.

Section 2. Nomination. Nominations for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more other persons who shall be either Directors or Members of the Association, but a majority of which shall be Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the

provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. Prior to the election of the Board of five (5) Directors provided for in Section 1 of Article IV hereof, no Director shall be subject to removal by the Members. Thereafter, any Director may be removed from the Board of Directors, with or without cause, by an affirmative vote of a majority of all votes in the Association represented at a special meeting called for such purpose. In the event of death, resignation, or removal of a Director, his successor shall be elected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Quorum. A majority of members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of such Board of Directors. A vote of the Directors shall be valid if concurred in by a majority present at a meeting.

Section 7. Action Taken Without a Meeting. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 8. Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors may determine. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' written notice to each Director, which notice may be waived by attendance at the meeting or by written waiver.

Section 9. Powers and Duties. The Board of Directors, for the benefit of the Members, shall have the following powers and duties:

(a) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, Articles of Incorporation, or the Declaration.

(b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Declaration, the Articles of Incorporation, and by Bylaws.

(c) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. Election of Officers. The officers of the Association shall be the President, one or more Vice Presidents, Secretary, and Treasurer, and, in addition thereto, in the discretion of the Board of Directors, such other officers with such duties as the Board of Directors shall from time to time determine. All officers shall be elected annually by the Board of Directors as the Board of Directors may determine. All officers shall serve until their successors shall have been elected or until they have been removed or have resigned. All officers shall be subject to removal at any time by the Board of Directors. The Board of Directors may, in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may, in its discretion, limit or enlarge the duties and powers of any officer elected by it. Any person may simultaneously hold more than one of any of the offices, except the offices of President and Secretary.

Section 2. The President. The President shall preside at all meetings of the Board of Directors and the Members; see that orders and resolutions of the Board of Directors are carried out; and, unless otherwise provided by the Board of Directors, sign all leases, mortgages, deeds, and other written instruments that have been approved by the Board of Directors or pursuant to the authority granted by the Board of Directors.

Section 3. The Vice Presidents. Each Vice President shall have such power and duties as may be assigned to him by the Board of Directors. If more than one Vice President is elected, the Board of Directors shall designate who is the First Vice President, who is the Second Vice President, etc. In the absence of the President, the First Vice President shall perform the duties of the President. Such authority to act for the President shall vest to the Vice Presidents in the order of their numerical designation by the Board of Directors.

Section 4. The Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings in conformity with these Bylaws; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties assigned by the Board of Directors.

Section 5. The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented

to the membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

ARTICE VI

COMMITTEES

In addition to the committees provided for in the Declaration and the Bylaws, the Board of Directors may appoint such other committees as may be deemed appropriate by the Board.

ARTICLE VII

CORPORATE SEAL

The Association may have a seal in the form prescribed by the Board of Directors.

ARTICLE IX

MISCELLANEOUS

Section 1. Covenant to Obey Laws, Rules, and Regulations. Each Member shall be subject to the Declaration and shall abide by the Bylaws and Rules and Regulations as the same are or may from time to time be established by the Board of Directors. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state, and federal government having jurisdiction over the Property or any part thereof.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 3. Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of 75% of the members present, in person or by proxy, so long as notice of the proposed Bylaw change was given to the Members at least ten (10) days in advance of the meeting. If any such amendment affects the rights of Mortgagees, the consent of 75% of the Mortgagees (based upon one (1) vote for each Mortgage held) shall also be required.

Section 4. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the Declaration shall control.

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HARRIS COUNTY, TEXAS

FIRST AMENDMENT TO
CONDOMINIUM DECLARATION
SKYLINE VILLAGE

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

WHEREAS, on November 7, 1978, Fred Rizk Construction Company as Developer executed that certain Condominium Declaration for Skyline Village recorded in Volume 89 at Page 140 of the Condominium Records of Harris County, Texas and thereafter recorded in such records, at Volume 96, Page 90, a new Exhibit "B" to such Condominium Declaration assigning certain parking areas to certain apartments, (both such documents being hereinafter called the "Original Declaration"); and

WHEREAS, Fred Rizk Construction Company is desirous of amending the Original Declaration, as are the other parties signing this First Amendment to Condominium Declaration;

NOW, THEREFORE, it is hereby agreed that:

1. The Original Declaration is incorporated herein by this reference and all defined terms used therein shall have the same meaning when used herein, unless the context specifically indicates to the contrary.

2. This First Amendment to Condominium Declaration is executed to reassign the Parking Areas to different individual Apartments than as set forth in the Original Declaration. Accordingly, it is hereby agreed by each and every Owner that from and after the date that this First Amendment to Condominium Declaration is filed for record in the office of the County Clerk of Harris County, Texas, the Parking Area appurtenant to each Apartment within the Project shall be as set forth on Exhibit "A" attached hereto and incorporated herein by this reference, which Exhibit "A" shall supercede in all respects the assignment of Parking Areas made in the Original Declaration.

3. Except as herein expressly modified, all terms, provisions, and conditions of the original Declration shall remain in full force and effect.

WITNESS the execution hereof as of the 11th day of April, 1979.

FRED RIZK CONSTRUCTION COMPANY

By: Carl F. Gorgetty
Title: Vice President

Return to:
Fred Rizk Construction Company
2400 Fountainview - Suite 200
Houston, Texas 77024

SKYLINE VILLAGE
FIRST AMENDMENT
TO CONDOMINIUM PROJECT

SKYLINE VILLAGE
FIRST AMENDMENT
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 101 PAGE 76

Joe S. Campione Jr.

Rebecca J. Lewis

Elisa Shaker

Stephen P. Bertinelli

M. Hunting

Hubert A. Nick

Constance J. Eid

Linda A. Hassed

William H. Haney Sr

William H. Haney Sr

James E. Bharer

Kathleen Olsen

Vista Eidson

Walter S. Wallenberg
by Karl P. Peters

Ryan E. Peters

STATE OF TEXAS §

NTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day per-
ally appeared Joe C. Cannon, Jr., known to me to
the person whose name is subscribed to the foregoing
strument, and acknowledged to me that he executed the
ne for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th
of April, 1979.

Shirley Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires: _____

Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Aetna Casualty and Surety Co.

E STATE OF TEXAS §

OUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day per-
onally appeared Rebecca J. Nevins, known to me to be
he person whose name is subscribed to the foregoing instru-
ent, and acknowledged to me that she executed the same for
he purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th
ay of April, 1979.

Shirley Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires: _____

Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Aetna Casualty and Surety Co.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day per-
sonally appeared Elias Shabron, known to me
to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th
day of April, 1979.

Shirley Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires: _____

Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Aetna Casualty and Surety Co.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen P. Rockwell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April, 1979.

Shirley Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Alexander Lowell, Lawyers Surety Corp.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Carl Oppinger, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April, 1979.

Shirley Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Alexander Lowell, Lawyers Surety Corp.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Cheryl A. Uck, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April, 1979.

Shirley Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Alexander Lowell, Lawyers Surety Corp.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Constance P. Sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April

Shirley Langford Westbrook

Notary Public in and for Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 2000
Bonded by American Lawyers Ins. Co.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Judith A. Hallas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April

Shirley Langford Westbrook

Notary Public in and for Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 2000
Bonded by American Lawyers Ins. Co.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John R. Hays, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April

Shirley Langford Westbrook

Notary Public in and for Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 2000
Bonded by American Lawyers Ins. Co.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared William H. Harry, M., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April, 1979.

Shirley Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Guardian Lawyers Surety Corp.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James E. Rhoner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April, 1979.

Shirley Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Guardian Lawyers Surety Corp.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Kathleen Olsen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April, 1979.

Shirley Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Guardian Lawyers Surety Corp.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Vesta Eilman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of May, 1979.

Shirley Langford Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Alexander Lewis, Lawyers Surety Corp.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Juan Luis de Werenga, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of June, 1979.

Shirley Westbrook
Notary Public in and for
Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Alexander Lewis, Lawyers Surety Corp.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Susan Ellen Otero, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of June, 1979.

Notary Public in and for
Harris County, Texas

My Commission Expires:

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Alexander Lewis, Lawyers Surety Corp.

R. S. Hatson
Commission Expires 12-31-80

CR 101/76

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Carl K. Bennett, Vice President of FRED RIZK CONSTRUCTION COMPANY, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of April, 1979.

Notary Public in and for
Harris County, Texas

My Commission Expires: 4-30-79

MORTGAGEE'S CONSENT

Cullen Savings Assn., the holder of a deed of trust and mortgage secured by one or more of the Apartments in the Skyline Village Condominium Project hereby consents to the execution and recordation of this First Amendment to Condominium Declaration and hereby ratifies and confirms such First Amendment in all respects.

Cullen Savings Assn.

By: [illegible]

Title: President

SHIRLEY WESTBROOK
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Reliance Lloyd, Lawyers Surety Corp.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of June, 1979.

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

My Commission Expires: Feb. 9, 1980

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MORTGAGEE'S CONSENT

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF AUSTIN, the holder of a deed of trust and mortgage secured by one or more of the Apartments in the Skyline Village Condominium Project hereby consents to the execution and recordation of this First Amendment to Condominium Declaration and hereby ratifies and confirms such First Amendment in all respects.

By: HOLLIS CHATHAM
Title: SR. VICE PRESIDENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared HOLLIS CHATHAM, SR. VICE PRESIDENT of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF AUSTIN, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the [illegible] day of [illegible], 1979.

Notary Public in and for
Harris County, Texas

My Commission Expires: 12-31-79

Ellen Bagnett

SKYLINE VILLAGE
6202 SKYLINE

ASSIGNED PARKING
51-Units

UNIT NUMBER	PARKING NUMBERS
1	1 - 2
2	3 - 4
3	5 - 6
4	7 - 8
5	9 - 10
6	11 - 12
7	13 - 14
8	15 - 16
9	18 - 19, 17
10	20 - 21
11	22 - 23
12	24 - 25
13	26 - 27
14	28 - 29
15	30 - 31
16	61 - 62
17	59 - 60
18	55 - 56
19	57 - 58
20	53 - 54
21	51 - 52
22	49 - 50
23	- 48
24	46 - 47
25	44 - 45
26	40 - 41
27	42 - 43
28	38 - 39
29	36 - 37
30	32 - 33
31	34 - 35
32	64
33	63
34	65
35	66 - 67
36	69
37	68
38	70
39	71
40	74
41	72 - 73
42	75
43	76
44	77 - 78
45	79 - 80
46	83 - 84
47	81 - 82
48	85 - 86
49	87 - 88
50	91 - 92
51	89 - 90

EXHIBIT "A"

ECT

DS

AS

B

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

AUG 27 1979

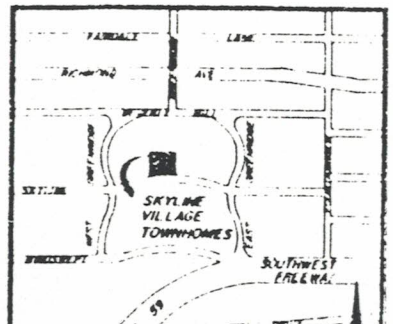
COUNTY CLERK,
HARRIS COUNTY, TEXAS

SKYLINE
VILLAGE TOWNHOMES

A 2.0205 ACRE TRACT OF LAND BEING ALL OF LOTS 185 AND 186, BLOCK 4 OF GLENHAVEN ESTATES, SECTION 2, AS RECORDED IN VOL. 19 , PG. 59 , H.C.M.R., ALSO BEING OUT OF THE ROBERT VINCE SURVEY, AB. 77, HARRIS COUNTY, TEXAS

INDEX OF DRAWINGS

Sheet No.	Description
1 of 8	Cover Sheet
2 of 8	Site Plan
3 of 8	Building "A"
4 of 8	Building "B"
5 of 8	Building "C"
6 of 8	Building "D"
7 of 8	Building "E"
8 of 8	Building "F"



AREA MAP

SCALE: 1"=1,000'

BENCH MARK ..... ELEV. 67.75

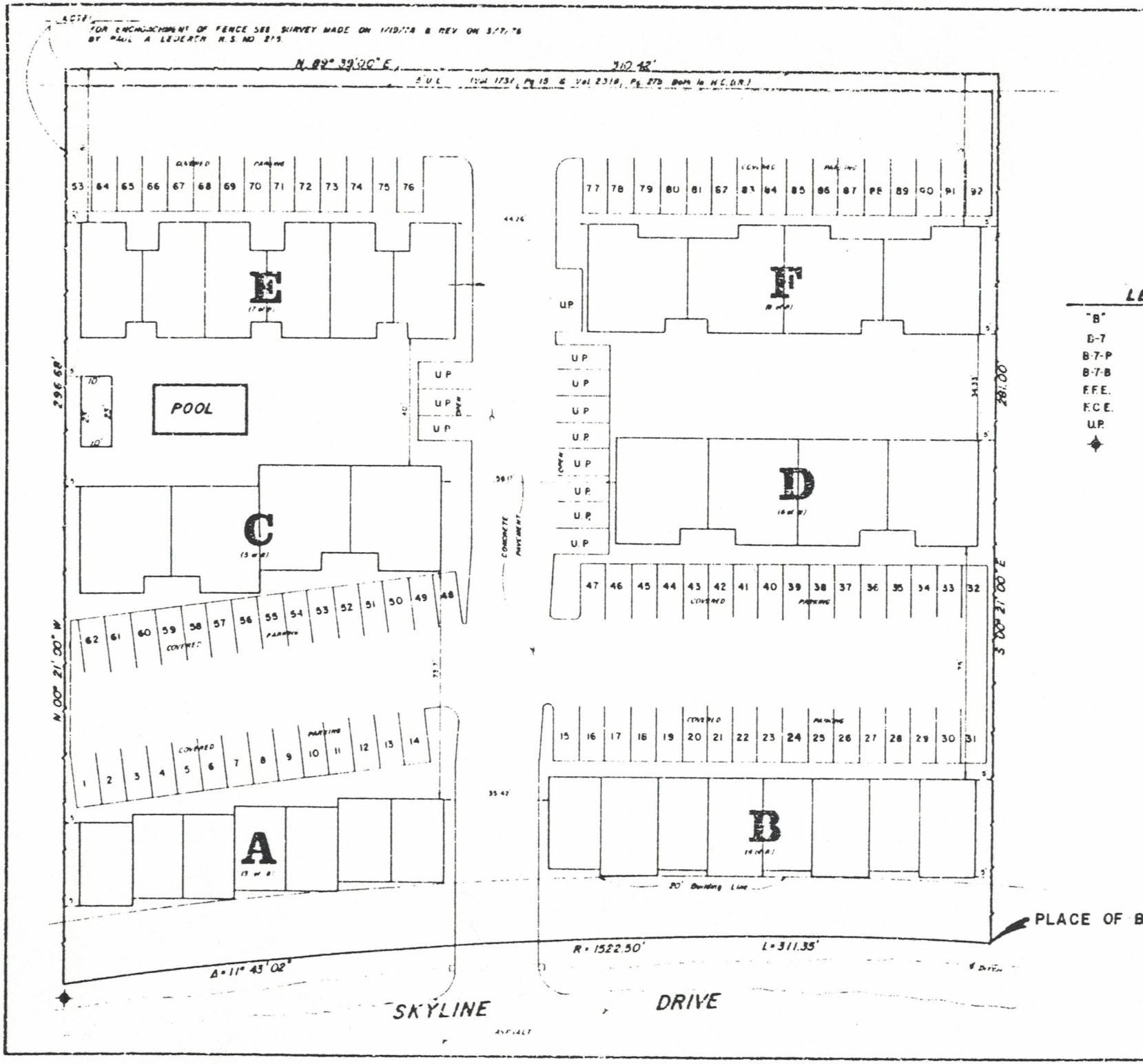
City of Houston Survey Marker 5056-1402. Located in the south median at the intersection of Skyline and Hillcroft.

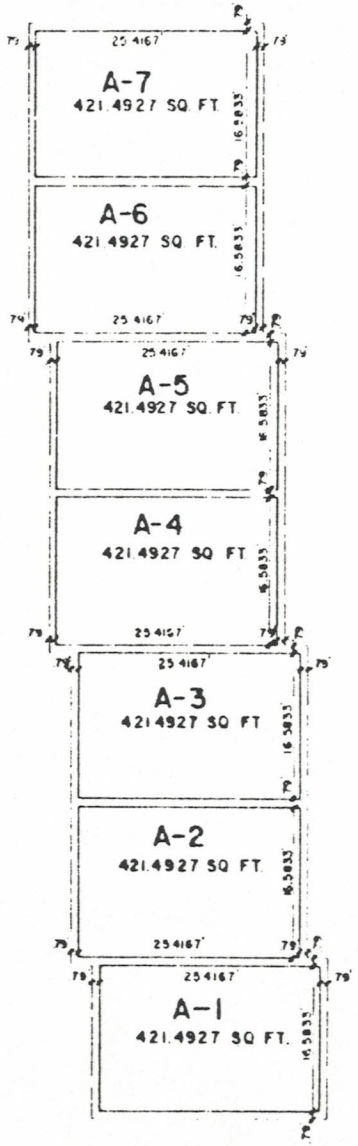
OWNER

FRED RIZK CONSTRU
2400 Fountainview, Suit
Houston, Texas 7705

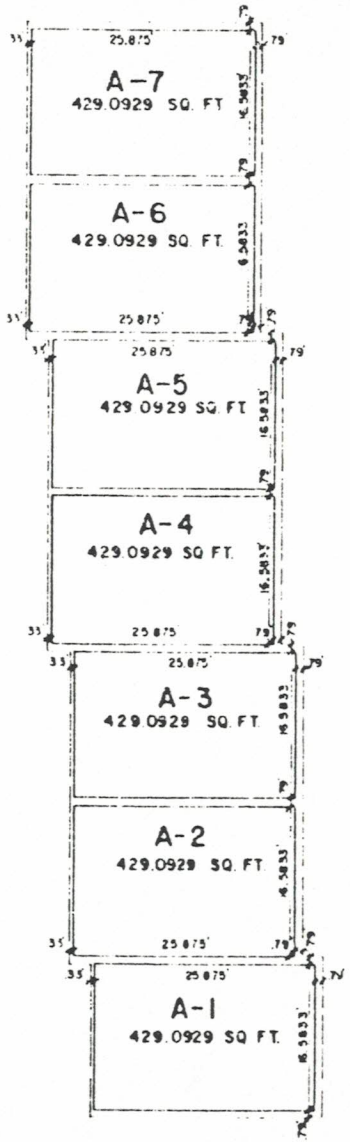
ENGINEER

THOMAS H. EIKEL, P.E.
Consulting Engineers
7000 Regency Square, S
Houston, Texas 77036


FOR ENCROACHMENT OF FENCE SEE SURVEY MADE ON 1/10/78 & REV ON 3/7/78 BY PAUL A LEDERER R.S. NO 275
N 82° 39'00" E
310.42'
E.U.E. (Vol 1737, Pg 15 & Vol 2318, Pg 275 Both In H.C.D.R.)
POOL
E
F
C
D
A
B
U.P.
CONCRETE PAVEMENT
296.68'
N 00° 21'00" W
S 00° 21'00" E
281.00'
R = 1522.50'
L = 311.35'
Δ = 11° 43'02"
20' Building Line
SKYLINE DRIVE
PLACE OF B
"B"
B-7
B-7-P
B-7-B
F.F.E.
F.C.E.
U.P.



FIRST FLOOR
F.F.E. 68.78
F.C.E. 76.78

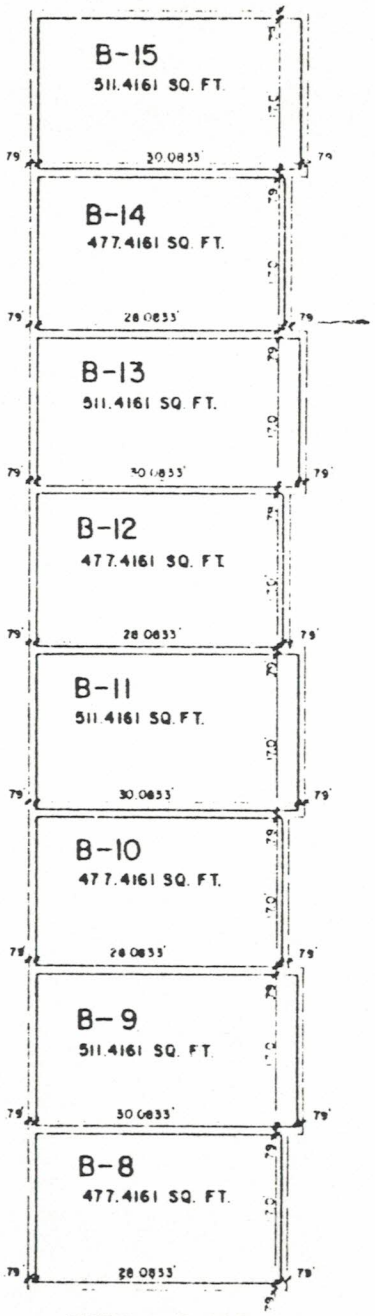


SECOND FLOOR
F.F.E. 77.74
F.C.E. 85.74

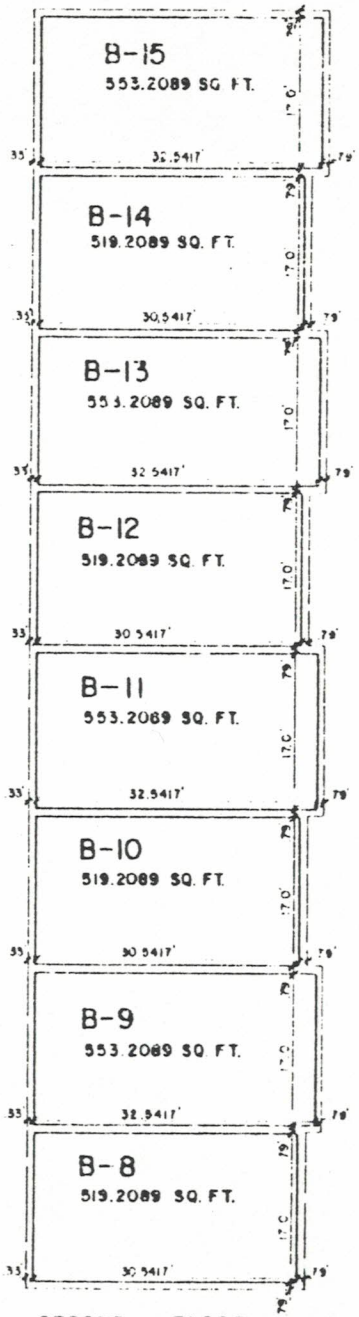
BUILDING "A"

Scale: 1" = 10'

Unit No	Total S
A-1	850.58
A-2	850.58
A-3	850.58
A-4	850.58
A-5	850.58
A-6	850.58
A-7	850.58



FIRST FLOOR
F.F.E. 68.76
F.C.E. 76.76

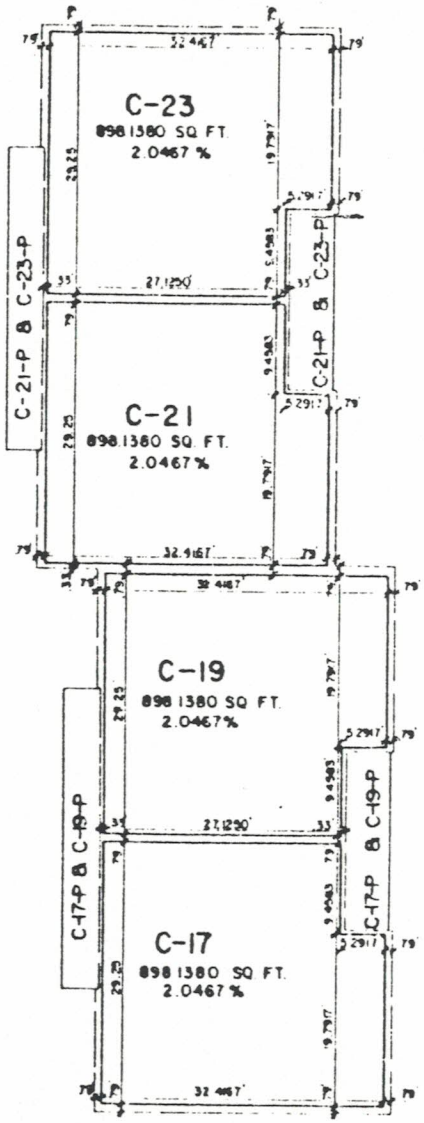


SECOND FLOOR
F.F.E. 77.72
F.C.E. 85.72

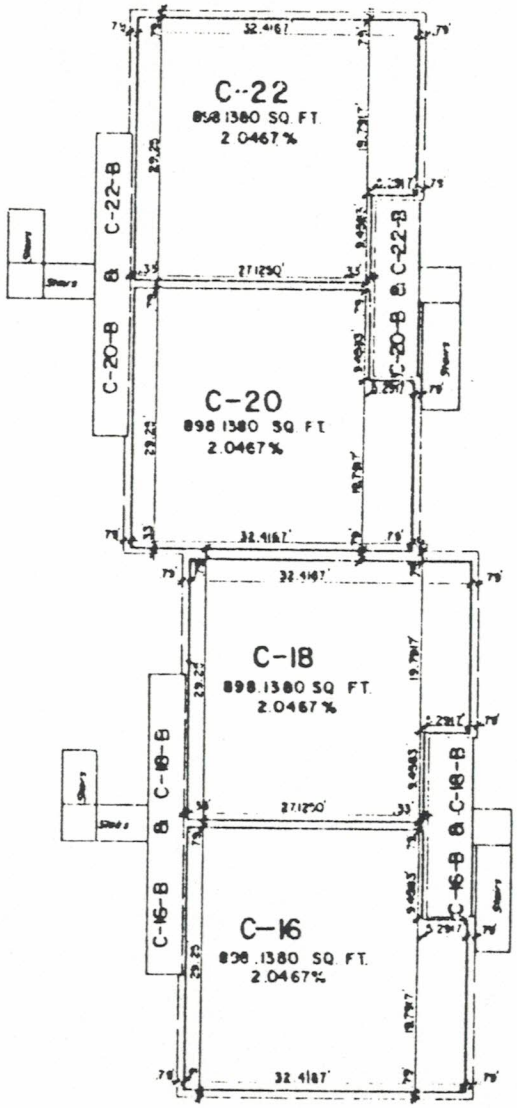
BUILDING "B"

Unit No	Total
B-8	996.
B-9	1064.
B-10	996.
B-11	1064.
B-12	996
B-13	1064.
B-14	996.
B-15	1064.

Scale 1"=10'



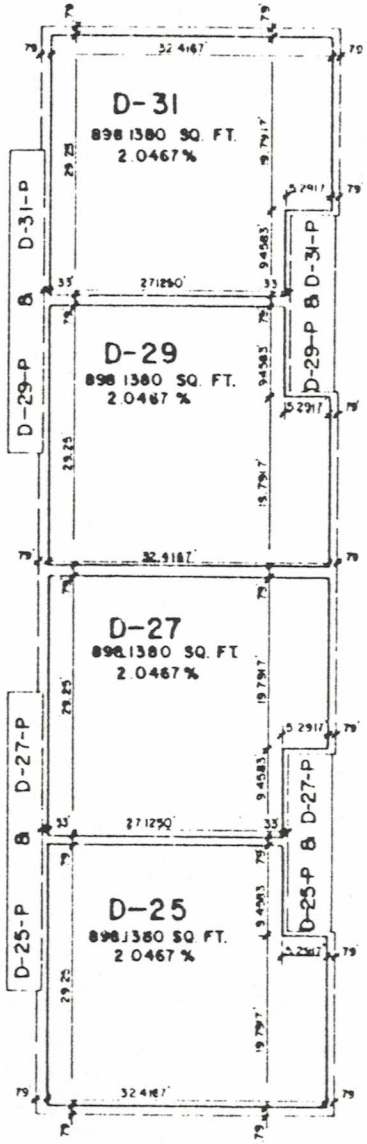
FIRST FLOOR
F.F.E. 68.76
F.C.E. 76.76



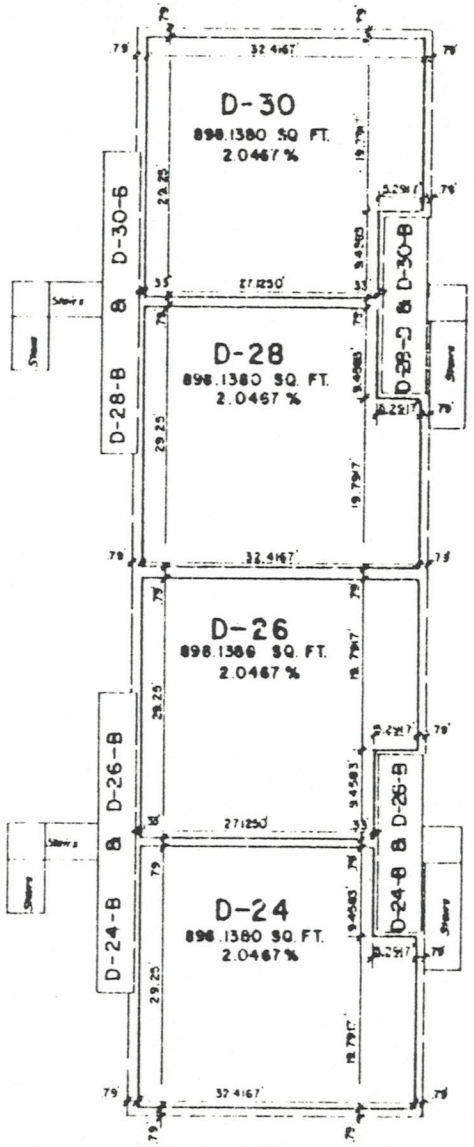
SECOND FLOOR
F.F.E. 77.72
F.C.E. 85.72

Unit No.	To
C-16	8
C-17	8
C-18	8
C-19	8
C-20	8
C-21	8
C-22	8
C-23	8

BUILDING "C"



FIRST FLOOR
FFE. 68.82
FCE. 76.82

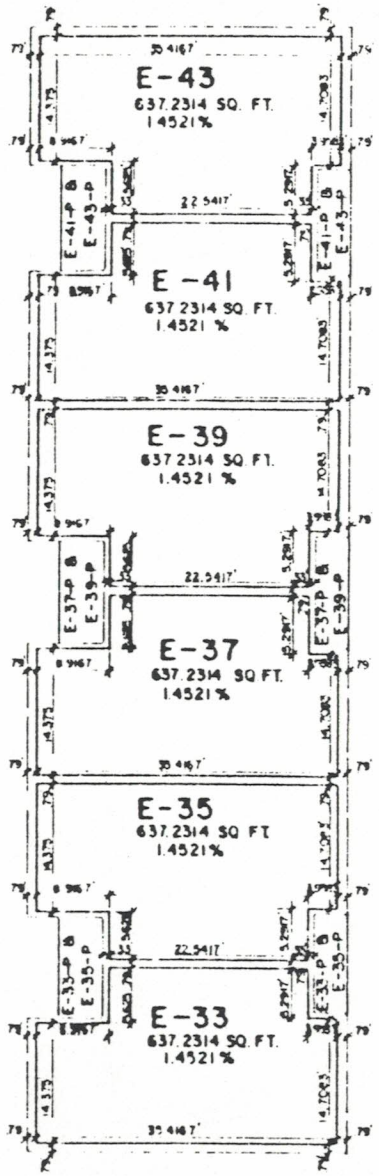


SECOND FLOOR
F.F.E. 77.78
F.C.E. 85.78

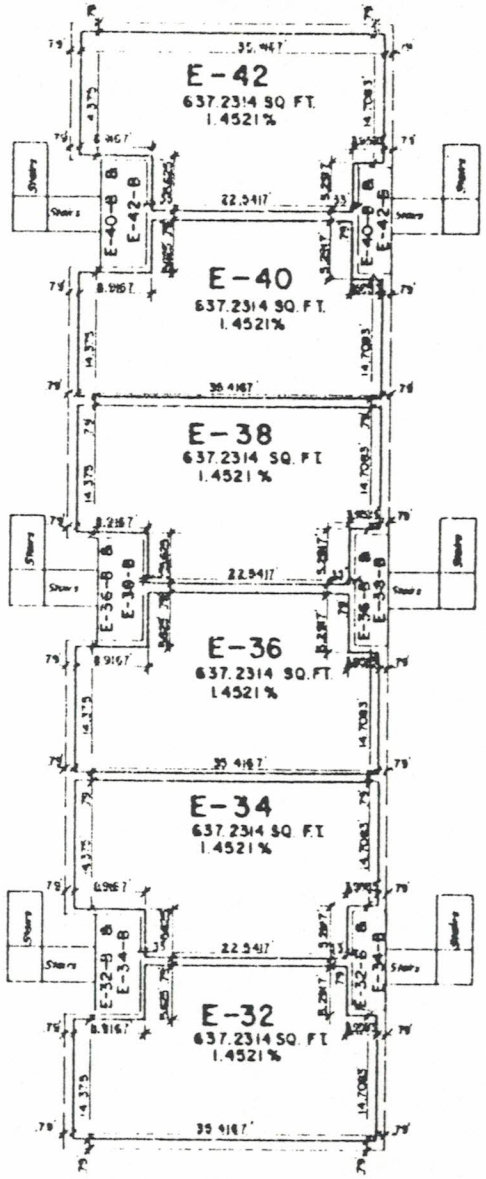
BUILDING "D"

Unit No.	Total
D-24	898.
D-25	898.
D-26	898.
D-27	898.
D-28	898.
D-29	898.
D-30	898.
D-31	898.

Scale



FIRST FLOOR
F.F.E. 68.88
F.C.E. 76.88

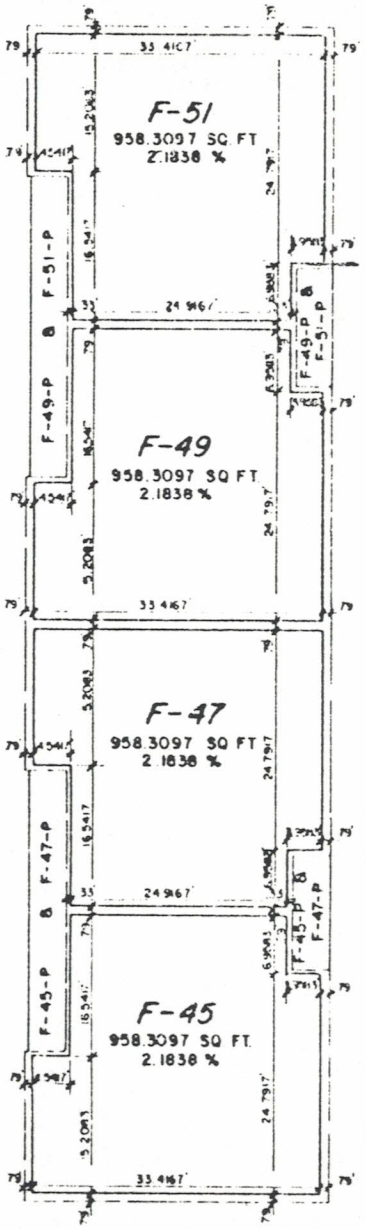


SECOND FLOOR
F.F.E. 77.84
F.C.E. 85.84

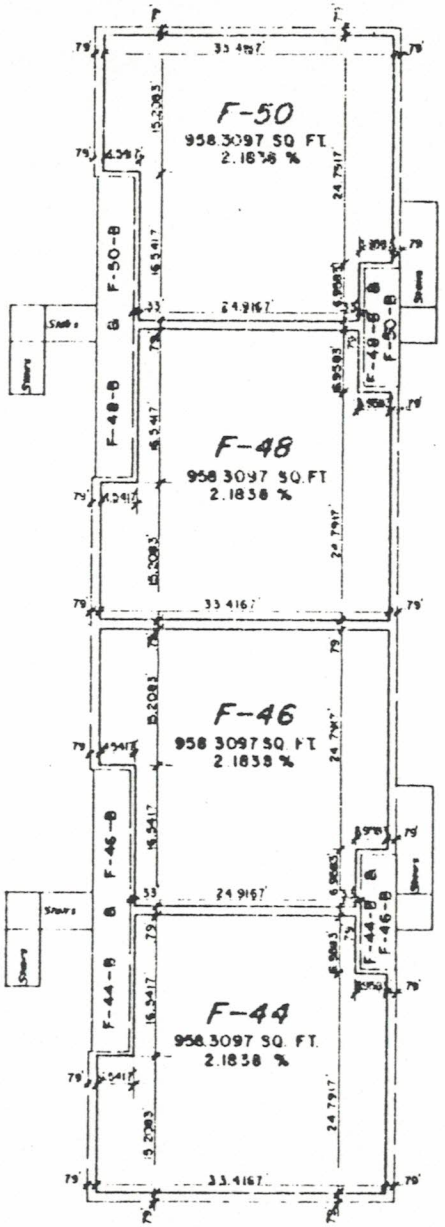
BUILDING "E"

Unit No.	Total Sq. Ft.
E-32	637.2314
E-33	637.2314
E-34	637.2314
E-35	637.2314
E-36	637.2314
E-37	637.2314
E-38	637.2314
E-39	637.2314
E-40	637.2314
E-41	637.2314
E-42	637.2314
E-43	637.2314

Scale: 1" = 10'



FIRST FLOOR
F.F.E. 68.80
F.C.E. 76.80



SECOND FLOOR
F.F.E. 77.76
F.C.E. 85.76

BUILDING "F"

Unit No.	Tot
F-44	95
F-45	95
F-46	95
F-47	95
F-48	95
F-49	95
F-50	95
F-51	95

V879289

THE STATE OF TEXAS §
§
THE COUNTY OF HARRIS §

06/18/02 101861679 V879289 $19.00

Affidavit

Before me, the undersigned authority, on this day personally appeared Linda Glaze, President of Skyline Village Townhome Owners Association, Inc. (the "Association"), who, after being by me duly sworn, upon oath stated and said:

"My name is Linda Glaze. I am over (18) years of age; I have never been convicted of a crime, and I am fully competent to make this Affidavit, and have personal knowledge of the facts stated herein. I hereby further depose and say:

"Pursuant to Chapter 202.006 of the Texas Property Code, this Affidavit will formalize and record the following dedicatory documents for the Association previously not filed for record in the Public Records of Real Property of Harris County, Texas. The property to which this affidavit applies is described as follows:

> "SKYLINE VILLAGE, A TOWNHOME ASSOCIATION, AS DESCRIBED IN THE CONDOMINIUM DECLARATION, RECORDED IN VOLUME 89, PAGE 140 OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS."

"The dedicatory instruments being filed of record are as follows:

> Supplemented and Restated Rules & Regulations Concerning Use and Occupancy of Skyline Village

"The above described documents are, to the best of my knowledge and belief, true and correct copies of the dedicatory documents applicable to the operation of the Association, and I am authorized to make this Affidavit in the capacity stated."

Further, the Affiant sayeth not.

Name: Linda Glaze, President

SWORN TO AND SUBSCRIBED BEFORE ME, on June 10, 2002

Notary Public, State of Texas

BETTY JEAN UTLEY
Notary Public, State of Texas
My Commission Expires
DECEMBER 19, 2005

THE STATE OF TEXAS §
§
THE COUNTY OF Harris §

This instrument was acknowledged before me on June 10, 2002, by Linda Glaze, Linda Glaze, President of Skyline Village Townhome Owner's Association, Inc., on behalf of said corporation.

Betty Jean Utley
Notary Public, State of Texas

BETTY JEAN UTLEY
Notary Public, State of Texas
My Commission Expires
DECEMBER 19, 2005

AFTER RECORDING, RETURN TO:
Eikenburg & Stiles
1900 One City Centre
1021 Main Street
Houston, Texas 77002-6603

SKYLINE VILLAGE TOWNHOME OWNER'S ASSOCIATION, INC.
RULES AND REGULATIONS

I. COMPLIANCE

(a) All Owners and Residents shall promptly and completely comply with each of the Rules and Regulations adopted in the governing documents or specified from time to time by the Board of Directors of Skyline Village Townhome Owner's Association, Inc., hereinafter known as the "Property".

(b) Legal fees required to enforce these Rules and Regulations will become the responsibility of the Owner without exception. Determination of use of legal process will remain at the discretion of the Board of Directors.

(c) Fines will be assessed in an amount to be determined by the Board of Directors and as in accordance with the laws of the State of Texas for non-compliance.

II. INSURANCE

(a) Nothing shall be done in any Townhome, nor shall same be occupied or used for any purpose, nor shall any product, commodity, or personal property be kept therein or thereon, which shall render the Townhome uninsurable against loss by fire or other perils as determined by the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering any part of the Property to be canceled or suspended by the issuing Company or cause an increase in premium of policies by reason of increased risk.

(b) Motorcycles or any other street legal vehicle requiring a gasoline tank may not be parked within the confines of any patio fence or within ten feet (10 ft) of any building.

(c) The Owner of any Townhome filing an individual insurance claim will bear the deductible.

(d) Major claims filed by the Property will bear the deductible at a percentage based on the total claim and individual percentage of ownership involved in the claim.

(e) Damage caused to a Townhome other than the Townhome in which the damage originated will be borne by the Townhome Owner causing the damage. The total deductible will be borne by the Townhome Owner determined at fault.

III. PUBLIC TRAFFIC/PARKING AREAS

(a) No sidewalk, driveway, parking area, public hallway, walkway or stairway, or any other Common Area shall be obstructed in any manner, nor shall any Owner or Resident store or place or cause to be stored or placed any object in such areas.

(b) Owners or Residents shall not permit their family, guests, or invitees to use parking spaces of other Owners or Residents. All covered parking spaces are assigned to individual units, and are for the exclusive use of Owners or their Residents. All uncovered parking spaces are for the use of Visitors only with the exception of those uncovered spaces that are so designated.

(c) Parking of automobiles shall be only in spaces designated as such for each Townhome; no unattended vehicles shall at anytime be left in driveways in such manner as to impede the passage of traffic or to impair proper access to parking areas. Each Townhome shall be limited to the number of street legal vehicles as they have assigned covered parking. "Street Legal" shall mean vehicles licensed by the State of Texas for use on public streets and highways which are mechanically capable of such use and having a current state inspection sticker and current license plate. Exemptions for additional vehicles may be granted by the Board of Directors when requests

are made in writing to the Board of Directors from an Owner. Such requests must outline the reasons for needing an exemption and must state the period of time for which the exemption is needed. Decisions by the Board of Directors for exemptions will be final, and shall be recorded in the minutes of the Board of Directors' meeting.

(d) No vehicle shall be left standing in a parking space in non-operative condition nor shall any repair work be done to vehicles in a parking space. No trailers, boats, recreational vehicles, or out-buildings are permitted on the Property for any length of time. Violators will be towed at the expense of the Owner without notification. Towed vehicles may be obtained by calling the number posted at the entrance of the Property.

(e) The speed limit within the Property is 5 miles per hour and is to be observed by all Owners/Residents.

(f) Any vehicle belonging to Owner/Resident/Visitor parked in a driveway, fire lane, on fence lines, will be towed without notification and at the Owner's expense. Any Visitor parked in covered parking without the Owner/Resident's expressed permission will be towed without notification and at Owner's expense. Resident/Owner vehicles parked in specified Visitor Parking will be towed without notification at the Owner's expense. Towed vehicles may be retrieved by calling the telephone numbed posted at the entrance of the Property.

(g) Commercial moving trucks, commercial moving vans, wreckers, cranes and other heavy equipment must have the permission of the Board of Directors before entering the property.

(h) Advertisement/signage/verbiage placed on any vehicle parking within the confines of the Property must be of an appropriate nature. The Board of Directors will make the final decision as to what is appropriate. Any advertisement/signage/verbiage found to be inappropriate by the Board will result in the Owner/Resident being notified and given 10 days to remove the advertisement/signage/verbiage from the vehicle. If the Owner/Resident does not comply with the notification, the Board has the right to remove the vehicle from the Property at the Owner's expense.

(I) No one shall gain access to the property by sitting at the gate honking the horn of a vehicle.

IV. ACCESS GATE SYSTEM

(a) The South access gate is used for entrance to and exit from the Property.

(b) Remote units will be issued only to the Townhome Owner.

(c) All Residents/Owners are required to contact the Management Company to provide a telephone number of their unit which will be programmed into the telephone system of the access gate. When a visitor calls your unit number you may allow them access by pressing "9" on your touch tone telephone which will automatically open the access gate. To deny access, just hang up.

V. ARCHITECTURAL CONTROL

(a) No wiring of any kind, no equipment of any kind, i.e., antennas, telephone, machines, air conditioning units, no satellite dishes and/or related equipment, or any other device whatsoever will be permitted on the exterior of any building, protruding from the walls, out of windows, on patios/balconies, on the Limited or General common grounds or elements, or on the roof except by written approval of the Board of Directors which approval will be exercised consistent with the Telecommunication Act of 1996.

(b) It is prohibited to hang garments, rugs and/or any other materials from the windows, balconies, patio fences, or from any of the facades of the Property.

(c) No Owner/Resident of the Property shall post any advertisements, signs or notices within the confines of the Property without written consent of the Board of Directors.
(d) Patio furniture, potted plants and decorative items may be placed on patios or balconies; however, the Board of Directors, at its sole discretion, shall have the right at any time to direct removal of any item determined to be a detraction from the general appearance of the Property. No potted plants or items of any kind may be stored or placed on any stair steps or stairways.
(e) All window coverings visible from the exterior of a Townhome must fit the window and be of light, neutral color and be maintained in good repair to present an attractive appearance.
(f) No Owner/Resident shall make any alteration, modification or improvements, nor add any awnings, patio covers or other devices to the Property without written consent from the Board of Directors.
(g) Placing decorative window stickers inside or outside of any window is prohibited.

VI. ANIMALS
(a) No more than three household pets will be allowed per Townhome.
(b) All pets must be leashed when outside the confines of an individual Townhome.
(c) Pet owners are responsible for removal of animal deposits. A per occurrence fine will be levied to the pet owner for any animal deposits left on the property.
(d) Pets are not allowed to be chained to the outside of the swimming pool fence, carport area, or any other General or Limited Common Element at any time. Pets are not to be left alone on patios or balconies. Pets are not allowed inside the fenced pool area at any time.
(e) All dogs and cats must be current on inoculations (Rabies, DHLP, Parvo, etc.). The Board of Directors reserves the right to require verification at any time as they may determine.
(f) Pets may not be curbed on edging plants of flower beds.
(g) Pets may not be walked or curbed between Buildings 3 and 5.

VII. TRASH REMOVAL
(a) Trash pickup is scheduled for Monday and Thursday of each week
(b) Trash may not be placed outside patio areas the night before scheduled pickup days
(d) All trash must be in lidded containers or tied plastic bags.

VIII. RIGHT OF PEACEFUL EXISTENCE
(a) Owners/Residents of Townhomes shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices in such manner as may disturb or tend to disturb Owners or Residents of other Townhomes.
(b) No Townhome shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of Owners or Residents of adjoining Townhomes, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in any Townhome or on the General or Limited Common Elements.
(c) Water faucets, dishwashers, garbage disposals, and similar apparatus shall not be left running for an unreasonable or unnecessary length of time.
(d) No one shall sit and honk a horn at the access gate to gain entry to the Property.

IX. LEASE REQUIREMENTS

(a) An application for rental and proposed lease must be presented to the Board of Directors for approval prior to move in.
(b) Owner will be notified in writing of approval or disapproval within 10 days of receipt of proposed application and lease.
(c) The Board of Directors may impose a fine or other legal remedies available to the Association for non-compliance of lease requirements.

X. SWIMMING POOL RULES

(a) Radios or other stereo equipment are not allowed in the pool area unless headphones are being used whereby other residents will not be disturbed. UNDER NO CIRCUMSTANCES WILL ANY MUSIC BE PERMITTED FROM ANY OF THE TOWNHOMES UNITS DIRECTLY ON THE POOL WITH THE INTENT OF PROVIDING MUSIC FOR THE POOL AREA.
(b) The swimming pool officially opens at 9:00 a.m. and closes at 10:00 p.m. These times will be strictly enforced and violators will be subject to pool privileges being withdrawn.
(c) ALL CHILDREN UNDER THE AGE OF 16 MUST BE ACCOMPANIED BY AN ADULT (age 21 or older) WHEN INSIDE THE POOL AREA. ADULT MUST BE INSIDE POOL FENCE.
(d) Guests must be accompanied by Owner or Resident when using pool. The Board reserves the right to limit the number of guests to two (2) per Owner/Resident.
(e) No water sports activities will be allowed within the pool area due to the size of the pool.
(f) NO GLASS CONTAINERS ARE ALLOWED WITHIN THE FENCED AREA OF THE POOL.
(g) Regulation swimsuits are required when swimming in the pool. The Board of Directors reserves the right to determine the definition of "regulation swimsuits" as advised through legal recommendation.
(h) City Regulations prohibit pets inside the confines of a pool area at any time.
(i) The fenced pool area may not be used as a play area. No bicycles, tricycles, other recreational vehicles or toys of any sort, will be allowed in the pool area, either inside or outside of the pool fencing.
(j) Pool parties are permitted only with written Board approval. A waiver and release of liability is required to be signed prior to any approved, scheduled pool party. The Board reserves the right to limit the number of guests attending any pool party.
(k) Life saving equipment is not to be used for any other purpose by any Owner, Resident, or Guest. Life saving equipment is NOT to be removed except in case of emergency. These items are NOT toys and are not to be played with.
(l) Swim at your own risk. Association and/or Managing Agent will not be responsible for accidents or injuries resulting from use of swimming pool.
(m) The pool gate is to remain locked at all times. The pool area must be accessed with a gate key. Keys are provided with Owners approval and a $25 deposit.

XI. VIOLATION NOTICES

If violation notices sent to Owners/Residents are not responded to within 10 days, the Board will take appropriate action to rectify the violation at the owners expense.

XII. These Rules and Regulations may be amended at anytime by the Board of Directors.

AFTER RECORDING, RETURN TO:

EIKENBURG & STILES, PC
1021 MAIN STREET, SUITE 1900
HOUSTON, TX 77002-6603

FILE FOR RECORD
8:00 AM

JUN 18 2002

Beverly B. Kaufman
County Clerk, Harris County, Texas

3
NOTICE

20120029056
01/23/2012 RP2 $24.00

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
§ **KNOW ALL THESE PRESENTS:**
COUNTY OF HARRIS §

X

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owner's association file its dedicatory instruments in the real property records of the County where the property is located, and

WHEREAS the **SKYLINE VILLAGE HOMEOWNERS ASSOCIATION, INC.** is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Harris County, Texas.

NOW THEREFORE, true copies of the following dedicatory instruments of the **SKYLINE VILLAGE HOMEOWNERS ASSOCIATION, INC.** which have not been previously filed in the public records of Harris County are attached hereto, including:

1. **SKYLINE VILLAGE HOMEOWNERS ASSOCIATION, INC. RESPONSE TO REQUEST FOR ASSOCIATION RECORDS**

2. **SKYLINE VILLAGE HOMEOWNERS ASSOCIATION, INC. PAYMENT PLAN POLICY**

FURTHER, other dedicatory instrument of the **SKYLINE VILLAGE HOMEOWNERS ASSOCIATION, INC.** have already been filed in the public records of Harris County and these documents supplement the previously filed documents.

SIGNED on this 17th day of January, 2012

Ada I. Ferrer, Attorney and Agent for
SKYLINE VILLAGE HOMEOWNERS ASSOCIATION, INC.

20R

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17th day of January 2012 by Ada I. Ferrer, attorney and agent for **SKYLINE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

Sonia V. Coronado
Notary Public, State of Texas

SONIA V. CORONADO
Notary Public, State of Texas
My Commission Expires
May 20, 2014

Sonia V. Coronado
Notary's Printed Name

My commission expires on May 20, 2014

Return to: **Real Manage**
2000 S. Dairy Ashford, Ste 120
Houston, Texas 77077

FILED FOR RECORD
8:00 AM

JAN 23 2012

Stan Stanart
County Clerk, Harris County, Texas

RP 002-12-0012

Skyline Village HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ADOPTING A PAYMENT PLAN POLICY

WHEREAS, Chapter 209 of the TEXAS PROPERTY CODE has been amended to add Section § 209.0062 ("Section 209.0062"), effective January 1, 2012;

WHEREAS, Section § 209.0062 requires that the Association adopt and record reasonable guidelines to establish an alternative payment schedule by which an owner of any lot subject to the Declaration (an "Owner") may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties and to file the same in the real property records of each county wherein the association is located; and

WHEREAS, the Association's Board of Directors ("the Board") desires to establish guidelines for alternative payment schedules consistent with Section § 209.0062;

BE IT RESOLVED, that the Association hereby adopts the following "*Payment Plan Policy*" (the "Policy") effective January 1, 2012:

1. Members are entitled to pay their delinquent assessments according to the terms of this approved payment plan policy, as long as a Member has not failed to honor the terms of a previous payment plan during the past two (2) years;
2. The Association cannot charge late fees during the course of a payment plan, but can charge interest at the rate it is entitled to under its Governing Documents and can charge reasonable costs of administering the payment plan (the "Administrative Costs");
3. Upon request, all Members are automatically approved for a payment plan of three (3) months shall include all amounts owed by the Member, shall include all amounts that will come due during the term of the payment plan, shall include all amounts for the cost of the administration of the payment plan, and each payment shall be equal;
4. If a Member defaults on any payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with the owner for the next two (2) years;
5. The Association is not required to provide notice of any default;
6. Members shall be responsible for all fees associated with the payment plan agreement.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

Executed this the 12th day of December 2011

By: Barbara McClelland
(Signature)
Name: Barbara McClelland
(Print)
Title: Secretary

STATE OF TEXAS)
COUNTY OF Harris)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on this the 12th day of December, 2011, to certify which witness my hand and seal of office.

Sharlene Rhea
Notary Public, State of Texas
Sharlene Rhea
Printed Name
My commission expires: 2-27-13

SHARLENE RAE RHEA
Notary Public, State of Texas
My Commission Expires
February 27, 2013

Return Address: Real Manage
2000 S. Dairy Ashford
Ste. 120
Houston, TX 77077

Skyline Village HOMEOWNERS ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS

_____ *(date)*

Dear Homeowner:

On _____, the Association received your request for copies of specific Association records. We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response.

In order to obtain the records, you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is $_____. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of _____, located at _____, Houston, Texas _____.

Very truly yours,

_____ *Homeowners Association, Inc.*

VII. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.

VIII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information and contact information (other than an owner's address); additionally, no privileged attorney-client communications or attorney work product documents will be provided; and no employee information (including personnel file) will be released.

IX. With regards to the inspection of ballots, only persons who tabulate ballots under 209.00594 (TPC) may be given access to the ballots cast in an election or vote.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

Executed this the 12th day of December 2011

By: Barbara McClelland
(Signature)

Name: Barbara McClelland
(Print)

Title: Secretary

STATE OF TEXAS)
COUNTY OF Harris)

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.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on this the 12 day of December, 2011, to certify which witness my hand and seal of office.

Sharlene Rhea
Notary Public, State of Texas

Sharlene Rhea
Printed Name

My commission expires: 2-27-13

SHARLENE RAE RHEA
Notary Public, State of Texas
My Commission Expires
February 27, 2013

Return Address:
Realmanage
2000 S. Dairy Ashford
Ste. 120
Houston, TX 77077

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

JAN 23 2012

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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POLICY RESOLUTION
OF THE
BOARD OF DIRECTORS
OF
SKYLINE VILLAGE TOWNHOME OWNERS ASSOCIATION, INC.

10
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The undersigned, being an officer of Skyline Village Townhome Owners Assoc. (the "Association"), certifies that the following resolution was adopted by not less than a majority of the Board of Directors of the Association at a meeting duly called and held for that purpose on July 20, 2004 at which a quorum was at all times present:

WHEREAS, Section 82.102 of the Texas Uniform Condominium Act authorizes the Board of Directors of the Association to adopt and amend rules relating to the application of payments received from owners; and

WHEREAS, the Board of Directors of the Association desires to adopt a policy relating to the application of payments received from owners so that payments are applied to the oldest outstanding charges levied against units;

BE IT RESOLVED, that, after the effective date of this policy, payments received from unit owners shall be applied in the following manner:

1. A payment received for a unit shall be applied to the oldest outstanding charges levied against the unit;

2. If different types of charges are levied against a unit in the same month and a payment is to be applied to outstanding charges levied against the unit that month, the payment shall be applied in the following order:

   a. any regular assessment or unpaid portion of a regular assessment;

   b. any late charge on a regular assessment;

   c. any special assessment or unpaid portion of a special assessment;

   d. any late charge on a special assessment;

   e. legal fees;

   f. other charges lawfully levied against the unit, such as repair costs;

   g. fines.

FILED FOR RECORD
8:00 AM

SEP 22 2004

Beverly B. Kaufman
County Clerk, Harris County, Texas

Payments will be applied in accordance with this policy regardless of whether a coupon is enclosed with the payment, any notation is made on the memo portion of a check, or the owner otherwise indicates an intent that the payment be applied to more recent charges.

EXECUTED on the 20th day of July, 2004, but effective as of August 1, 2004.

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

SEP 22 2004

COUNTY CLERK
HARRIS COUNTY, TEXAS

Printed Name: Faysal Haddad
FAYSAL HADDAD

Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Faysal Haddad, President of Skyline Village Townhome Owners Assoc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 20th day of July, 2004, to certify which witness my hand and official seal.

BETTY JEAN UTLEY
Notary Public, State of Texas
My Commission Expires
DECEMBER 19, 2005

Betty Jean Utley
Notary Public – State of Texas

RECORD AND RETURN TO:
Richard C. Lievens
Frank, Elmore, Lievens, Chesney
& Turet
808 Travis Street, Suite 2600
Houston, Texas 77002