

**CONDOMINIUM DECLARATION
FIRST AND SECOND AMENDMENTS
ARTICLES OF INCORPORATION
BY-LAWS**

FOR

**2016 MAIN CONDOMINIUM
HOUSTON, TEXAS**

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2016 MAIN CONDOMINIUM DECLARATION

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CONDOMINIUM DECLARATION

FOR

2016 MAIN CONDOMINIUM

THE STATE OF TEXAS |
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS WESTERN COMMUNITIES CORPORATION, a Texas corporation, having its principal office at 5433 Westheimer, Suite 900, Western Bank Building, Houston, Texas 77056, hereinafter called "Declarant", is the Owner of certain real property situated in the County of Harris, State of Texas, being described more fully on Exhibit "A", which by this reference is made a part hereof; and

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

WHEREAS, Declarant has prepared plans for the conversion of a twenty-seven (27) floor high-rise apartment complex into Condominium ownership, as defined in the Act, located on the property described in said Exhibit "A", which shall consist of three hundred and thirty-nine (339) separately designated condominium residential units and twelve (12) separately designated condominium commercial units and which will be known as 2016 MAIN CONDOMINIUM; and

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

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

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improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS AND TERMS

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

(a) "Declaration" shall mean this Condominium Declaration instrument.

(b) "Condominium Unit" shall mean an individual Unit together with the interest in the Common Elements (General or Limited) appurtenant to such Unit. It is intended the term "Unit", as used in this Declaration, shall have the same meaning as the term "Apartment" as used in the Act.

(c) "Condominium Residential Unit" shall mean a Unit used as a single-family residence and for general purposes may include a "Condominium Penthouse Residential Unit" as defined herein. The boundaries of each such Unit space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames and trim and the exterior surfaces of balconies and terraces, and the space includes both the portions of the building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries shown on the Plat and those of the building. The individual ownership of each apartment space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathrooms and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or the ownership, use or enjoyment thereof. None of the area in this Project on which any Unit space or balcony space is located shall be separately owned, as all such area in this Project shall constitute part of the "Common Elements" of the Property as herein defined, and shall be owned in common by the Owners of the Units in this Condominium Project.

(d) "Condominium Penthouse Residential Unit" shall mean a unit used as a single-family residence. Condominium Penthouse Residential Units shall be located on the 26th floor and shall be identified by placing the letters "PH" in front of the number of the Unit. Each Condominium Residential Penthouse Unit shall have as its boundary lines the interior unfinished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a Condominium Residential Penthouse Unit constitute part of the Common Elements up to the unpainted finished surface of said walls. All doors, be they glass or otherwise, which are in the perimeter walls of a Condominium Residential Penthouse Unit shall be deemed a part of the Condominium Residential Penthouse Unit up to the exterior unfinished surface thereof. The balconies, terraces or porches abutting each Condominium Penthouse Residential Unit are Limited Common Elements appurtenant to those Units to which they attach, and which use is restricted to the Units to which they are appurtenant. Maintenance and upkeep of each balcony, terrace or porch shall be the exclusive responsibility of the Condominium Penthouse Residential Unit Owner to which that balcony, terrace or porch shall be appurtenant. Each Condominium Penthouse Unit includes the undivided interest appurtenant to said Unit, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets regardless of location constitute part of the Common Elements.

(e) "Condominium Commercial Unit" shall mean an individual Unit used for business or commercial purposes unless converted into a Condominium Residential Unit or Units by amendment to the Condominium Declaration. Each Condominium Commercial Unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a Condominium Commercial Unit constitute a part of the Common Elements up to the unpainted finished surface of said walls. All doors, be they glass or otherwise, which are in the perimeter walls of a Condominium Commercial Unit shall be deemed a part of the Condominium Commercial Unit up to the exterior unfinished surface thereof. Each Condominium Commercial Unit includes the undivided interest appurtenant to said Unit, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets regardless of location constitute part of the Common Elements. These units are separately submetered and charges are collected in accordance with Article V hereof.

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

(g) "Common Elements" means all of the Property except for the Units, and, without limiting the generality of the foregoing, shall include those items defined as "General Common Elements" in the Act, including, the following:

- (1) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communicationways;
- (2) All basements, flat roofs, yards and gardens, except as otherwise herein provided or stipulated;
- (3) All premises for the lodging of janitors or persons in charge of the Building, except as otherwise herein provided or stipulated;
- (4) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating reservoirs, water tanks and pumps, swimming pool and the like;
- (5) All elevators and shafts, garbage incinerators and, in general, all devices or installations existing for common use; and
- (6) All other elements of the Building desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration.

(h) "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one (1) or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to:

- (1) One Parking Space designated as an appurtenance to a Unit;
- (2) Separate Storage Area designated as an appurtenance to a Unit;
- (3) Balconies or terraces serving exclusively a single Unit or one (1) or more adjoining Units; and
- (4) "Air handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining

Units and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways and all associated fixtures and structures therein, as lie outside the Unit boundaries.

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

(j) "Common Expenses" means and includes:

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

(2) All expenses of administration and management, maintenance, operation, repair or replacement of an addition to the Common Elements (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments);

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

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

(k) "Common Assessment" means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Property, which are to be paid uniformly and equally by each Unit Owner of the Association, as provided herein.

(l) "Special Assessment" means a charge against a Unit Owner and his Unit, directly attributable to the Unit Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

(m) "Occupant" means a person or persons in possession of a Unit, including guests of Unit Owners, regardless of whether said person is a Unit Owner.

(n) "Condominium Owners Association" or "Association" means 2016 MAIN OWNERS ASSOCIATION, INC., a Texas non-profit corporation, the By-Laws of which shall govern the administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

(o) "Flat", "Survey Map", "Map" or "Plans" mean or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan

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depicting a part of, or all of, the improvements, same being herewith filed, consisting of twenty-eight (28) sheets labeled, Exhibit "B" and incorporated herein.

(p) "Conversion Period" means that period of time during which Declarant is developing the premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Condominium Units.

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

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

ARTICLE II

CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2.1 RECORDATION OF PLAT. The Plat shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Each Plat consists of and sets forth:

- (a) The legal description of the surface of the land;
- (b) The linear measurements and location, with reference to the exterior boundaries of the land, of the building and all other improvements constructed, or to be constructed on said land by Declarant;
- (c) Floor plans and elevation plans of the building built thereon showing the location, the floor designation, the Unit designation and the linear dimensions of each Unit; and
- (d) The elevations of the interior surfaces of the floors and ceilings.

2.2 DESIGNATION OF UNITS. The Property is hereby divided into twenty-seven (27) separately designated floors consisting of three hundred and thirty-nine (339) separately designated Condominium Residential Units and twelve (12) separately designated Condominium Commercial Units. Each Unit is identified by number on the Map. The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage thereof for each Unit being as shown on the attached Exhibit "C".

2.3 LIMITED COMMON ELEMENTS. A portion of the Common Elements is set aside and reserved for the exclusive use of the individual owners, such areas being Limited Common Elements. The Limited Common Elements reserved

for the exclusive use of the individual Owners are balcony, terrace and separate storage area. One (1) automobile parking space shall be made available to each Condominium Residential Unit Owner and certain spaces shall be made available for each Condominium Commercial Unit Owner, which are shown on the Plat. Such spaces are allocated and assigned by the Declarant to the respective Condominium Units as indicated on Exhibit "D", the terrace and balcony assigned to each Unit being designated by the Unit number preceded by the prefix "B", and in like manner the parking space assigned to each Unit being designated by the Unit number preceded by the prefix "PS". Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners except by invitation.

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

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

2.6 DESCRIPTIONS. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Unit Number as shown on the Map, followed by the words 2016 MAIN CONDOMINIUM and by reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2.7 ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and

does exist. A valid easement also exists to that portion of the Common Elements and of the Limited Common Elements occupied by any part of an Owner's Unit not contained within the physical boundaries of such Unit, including but not limited to space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

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

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

- (1) Maintaining his personal professional library;
- (2) Keeping his personal business or professional records or accounts;

or

- (3) Handling his personal business or professional telephone calls or correspondence.

Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions. Each Condominium Commercial Unit shall be occupied as a mercantile establishment by the Record Title Holder of said Unit and shall be used by the licensee and patrons. The use of the Condominium Commercial Unit shall at all times comply with the various ordinances and zoning regulations promulgated by the City of Houston and the various rules and regulations promulgated by the Board of Directors of the Association. Neither the Record Title Holder of the Unit nor its agents, servants, invitees, licensees, licensees and patrons shall use the Unit either on a permanent or temporary basis (to include one (1) night), as a sleeping accommodation. Except as reserved to Developer, no Commercial Unit shall be divided or subdivided into smaller Units nor any portion sold or otherwise transferred. This paragraph shall not prohibit

a Condominium Commercial Unit Owner from leasing his Unit provided the Unit Owner complies with this Article II.

That part of the Common Elements separating and located between and exclusively serving two (2) or more adjacent Units used together (including, without limitation, portions of any hallway and any walls) may be altered to afford ingress to and egress from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided:

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

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

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

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, the garage, the laundry room, receiving rooms, storage areas, swimming pool and any other areas designed for specific use shall be used for the purposes approved by the Board. The guests, invitees, patrons and occupants of Condominium Commercial Unit Owners shall not use or enjoy any recreational facilities of the Common Elements. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and may be subject to lease, concession or easement, presently in existence or entered into by the Board at some future time.

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

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

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

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

(d) Subject to Declarant's rights under Paragraph 2.9(n)(3) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

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

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

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

(h) No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or

any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its Occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other Property and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view;

(i) No Unit Owner shall park, store or keep any vehicle, except wholly within the Parking Space designated therefor, and any inoperable vehicle shall not be stored in a Parking Space or within the Common Elements in general. No Unit Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Elements. Parking Spaces shall be used for parking purposes only.

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

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

(l) No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets may be kept in Units subject to rules and regulations adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, the Association may determine a reasonable number in any instance to be more or less, and the Association may limit the size and weight of any household pets allowed. The Association, acting through

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

(m) With the exception of a First Mortgage in possession of a Unit following a default in a Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for hotel or transient purposes. No Unit Owner shall be permitted to lease less than the entire Unit. Every such lease shall be in writing, and a copy of such lease, as and when executed, shall be furnished to the Board. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations;

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

(1) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing

in any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon; or

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

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

2.10 RESERVATION OF VARIANCE. Notwithstanding any provision of this Declaration to the contrary, the Declarant reserves unto itself the exclusive right to amend the Condominium Plan and to vary the size, shape, physical layout or location of the unsold Units and to correspondingly adjust the sales price of the respective Units remaining unsold. This reservation shall not work to readjust or reallocate any vested interests in the Common Elements appurtenant to any sold Units.

ARTICLE III

RIGHTS AND OBLIGATIONS OF OWNERSHIP

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

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

3.3 EXCLUSIVENESS OF OWNERSHIP. Each Owner shall be entitled to

exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

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

3.5 MECHANIC'S AND MATERIAL MAN'S LIENS. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or at the request of the Owner thereof, his agent or his contractor or subcontractor, shall be the basis for filing of a lien against the Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

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

3.7 OWNER MAINTENANCE. An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed with the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit, shall be maintained and kept in repair by the Owner thereof; and an Owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors.

3.8 ALTERATION. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. For purposes hereof, the placing of a waterbed anywhere on the Premises may be deemed to be such an act as would impair the structural soundness and integrity of the building. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written consent and approval in writing by the Association or its designated agent. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the

Association of complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work. During the Conversion Period, Declarant shall have the sole right to approve or reject any plans and specifications submitted for consideration by an Owner.

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

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

3.11 SUBJECT TO DECLARATION AND BY-LAWS. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS. The administration of this Condominium Property shall be governed by the By-Laws of 2016 MAIN OWNERS ASSOCIATION, INC., a non-profit corporation, referred to herein as the "Association". An Owner of a Condominium Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership. Declarant will, at his election, during the Conversion Period, cause to be formed a Texas non-profit corporation bearing the same name, in which event such non-profit corporation shall adopt the By-Laws of the Association and shall thereafter act and do all things to be done as the Association, according to the By-Laws. The Association shall

be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association shall enter into a Management Agreement upon the terms and conditions established in the By-Laws, and said Management Agreement shall be consistent with this Declaration.

4.2 DEVELOPER CONTROL. Paragraph 4.1 notwithstanding, and for the benefit and protection of the Unit Owners and any First Mortgagees of Record for the sole purpose of insuring a complete and orderly conversion as well as a timely sellout of the Condominium Project, the Declarant will retain control of and over the Association for a maximum period not to exceed three (3) years from the recordation of this Declaration, when seventy-five percent (75%) of the Units are sold, or June 1, 1982, or when in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational, whichever occurs first. It is expressly understood, the Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than one (1) year without majority Association approval upon relinquishment of Declarant control. However, Declarant may enter into a management contract for a term of three (3) successive one (1)-year periods provided said management agreement is cancellable for cause upon thirty (30) days' written notice from the Owners Association as provided in Paragraph 7.9 hereof.

4.3 TEMPORARY MANAGING AGENT. During the period of administration of this Condominium Regime by Developer, the Developer may employ or designate a Temporary Manager or Managing Agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by Developer to him. The Developer may pay such Temporary Manager or Managing Agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the common expenses of this Condominium Regime and shall be paid out of the Association budget.

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

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

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

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

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

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

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

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

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

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

4.5 MEMBERSHIP, VOTING, QUORUM, PROXIES.

(a) Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association. Such Membership shall terminate without any formal Association action whenever such person

ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with 2016 MAIN CONDOMINIUM during the period of such Ownership and Membership of the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such Ownership and Membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary whenever Ownership of the Condominium Unit designated thereon shall terminate.

(b) Voting. Unit Ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is three hundred and fifty-one (351).

(c) Quorum. The majority of the Unit Owners as defined in Article I, Paragraph 1.1(p) shall constitute a quorum.

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

4.6 INSURANCE. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinabove, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Owners Association through the Board of Directors as Attorney-in-fact administering and distributing such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be canceled by either the insured or the insurance

company until after thirty (30) days' prior written notice to each First Mortgagee. Said Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor. In addition:

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

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

(c) The insurance required to be kept by the Association as set forth above shall under no circumstances provide that the same shall be brought into contribution with any insurance purchased by Unit Owner(s) of a Condominium or a Mortgagee thereof. Further, all policies procured by the Association shall provide that such coverage shall not be prejudiced by (i) any act or neglect of the Unit Owners of Condominiums when such act of neglect is not within the control of the Association or (ii) failure of the Association to comply with any warranty or condition with regard to any portion of the Project over which the Association has no control. Such policy shall further contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Unit Owners and/or their respective agents, employees or tenants and waiver of any defenses based on co-insurance or any pro-rata reduction of liability.

(d) Each Unit Owner shall obtain his own insurance upon his Unit, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Unit, as initially installed or replacements thereof, except for such Common Elements as may be contained within the Unit. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to both Residential and Commercial Unit Owners, and casualty and public liability insurance coverage within each Unit are the responsibility of each Unit Owner. Public liability insurance is the obligation of each Commercial Unit Owner and shall be in an amount approved by the Board. Each Unit Owner must deposit a copy of his insurance policy with the Association.

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

ARTICLE V

MAINTENANCE ASSESSMENTS

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

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

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

5.3 DETERMINATION OF ASSESSMENTS. Notwithstanding Paragraph 5.3, the assessments shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. This determination may include, among other items, roof, parking lobbies, hallways, air conditioning and heating, landscaping and grounds care, common area lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay.

5.4 INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT.

(a) Until June 1st of the year immediately following the conveyance of the first (1st) Condominium Unit to an Owner other than the Declarant, the monthly assessments shall be made according to each Owner's percentage interest in and to the General Common Elements provided in Exhibit "C" attached hereto.

(b) From and after June 1st of the year immediately following the conveyance of the first (1st) Condominium Unit to an Owner other than the

Declarant, the Association may set the Monthly Assessment for the next succeeding twelve (12)-month period at an amount which shall not exceed one hundred twenty percent (120%) of the Monthly Assessment allowed for June of the preceding year. If the Board determines that a greater increase of the Monthly Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the assent of a two-thirds (2/3) vote of the quorum of Owners, present at such meeting, the Monthly Assessment may be set at whatever level such Owners approve. The new assessment shall become the basis for future annual increases, using the one hundred twenty percent (120%) formula as above outlined.

(c) The Board of Directors shall have authority to lower the Monthly Assessment, if it deems feasible.

5.5 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE. During the Declarant Control Period, as defined in Paragraph 4.2. hereof, the Declarant shall be responsible for the difference between the cost of maintenance and assessments received from the Unit Owners of each building until all Units in said building have been completed, as defined herein, or until Declarant transfers, in writing, responsibility for said maintenance to the Association, as provided in Paragraph 4.2 hereof, whichever first occurs. So long as Declarant is responsible for the maintenance of a building, as provided herein, Declarant shall not be required to pay the Monthly Assessment for any Units owned by Declarant in said building. With respect to the buildings which Declarant is responsible for maintaining, as provided herein, said maintenance shall be at the level of maintenance established in accordance with Paragraph 5.3 hereof. During the Declarant Control Period, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. Declarant shall not be obligated to fund any reserve accounts until after the Declarant Control Period is terminated. After the Declarant Control Period is terminated, Declarant shall pay the regular Monthly Assessment for each Unit or Units it owns.

5.6 SPECIAL ASSESSMENTS FOR IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy in any calendar year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting duly called for this purpose.

5.7 COMMENCEMENT OF ASSESSMENTS. The Monthly Assessments provided for herein shall commence as to any Condominium Unit on the first (1st) day of the month following the conveyance of the first (1st) Unit to an Owner other than Declarant, or the first (1st) day of the month following the transfer of the responsibility for maintenance of the building, whichever first occurs. The Board shall fix the amount of the Monthly Assessments against such Unit at least thirty (30) days prior to June 1st of each year; provided, however, that the Board shall have a right to adjust the Monthly Assessments, as long as any such adjustment does not exceed the maximum permitted hereunder, with thirty (30) days' written notice given to each Owner. Written notice of the Monthly Assessment adjustment shall be sent to every Owner subject thereto. The due date shall be established by the Board, and, unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the assessments monthly in accordance with Paragraph 5.1 hereof.

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

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

(a) All taxes and special assessments levied by governmental and taxing authorities, and

(b) All liens securing sums due or to become due under any mortgage vendor's lien or deed of trust filed for Record prior to the time such costs, charges, expenses and/or assessments become due.

To evidence such lien the Association may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice shall be signed by one (1) of the Board of Directors and may be recorded in the office of the Clerk and Recorder of Harris County, Texas. Such lien for the Common Expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such

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

The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit, and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

5.10 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien, provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro-rata share of such assessments resulting from a reallocation among all Units. No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.11 STATEMENT OF ASSESSMENTS. Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessments, the date of such assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid assessments which become due prior to the date of making of such

Request shall be subordinate to the lien of the person requesting such statement.

The Purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee. The Grantee shall be entitled to a statement from the Board of Directors, setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current Monthly Assessment and the date such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Condominium Unit accruing prior to such ten (10)-day period.

ARTICLE VI

DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 DESTRUCTION OR OBSOLESCENCE. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney-in-fact to deal with the Property upon its destruction or obsolescence.

Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint 2016 MAIN OWNERS ASSOCIATION, INC., or its successor non-profit corporation, if same be hereafter organized, their true and lawful Attorney in their name, place and stand, for the purpose of dealing with the Property upon its destruction or obsolescence as hereinafter provided. As Attorney-in-fact, the Association, by its authorized Officers, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instruments with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring

the improvement(s) to substantially the same condition in existence prior to the damage, with each Unit and Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless all of the Owners and all of the First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter:

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

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds percent (66-2/3%) of all the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a common expense made pro rata according to each Owner's percentage interest in and to the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Article V hereof. In addition thereto, the Association, as Attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency of the assessment within the time provided; and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-in-fact, in the following order:

- (1) For payment of taxes and special assessment liens in favor of any assessing entity;
- (2) For payment of the balance of the lien of any first mortgage;
- (3) For payment of unpaid Common Expenses;
- (4) For payment of junior liens and encumbrances in the order and extent of their priority; and

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

(c) If more than sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements, not including land, are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the approval or consent of one hundred percent (100%) of the First Mortgagees, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary, the entire remaining Premises shall be sold by the Association, as Attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into three hundred and fifty-one (351) separate accounts, each such account representing one (1) of the Condominium Units in the total Project. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the Condominium Unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire Property. Such apportionment shall be based upon each Condominium Unit Owner's percentage interest in the General Common Elements. The total funds of each account shall be used and disbursed, without contribution from one (1) account to another, by the Association, as Attorney-in-fact, for the same purposes and in the same order as is provided in Subparagraph (b)(1) through (5) of Paragraph 6.1 hereof.

(d) If the Owners representing a total ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, which plan has the approval of one hundred percent (100%) of the First Mortgagees, then all of the Owners shall be bound by the terms and provisions of such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's percentage interest in the Common

Elements and shall be due and payable as provided by the terms of such notice thereof. The Association shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Paragraph 5.9 hereof. In addition thereto, the Association, as Attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided. If the assessment is not paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-in-fact, for the same purposes and in the same order as is provided in Subparagraph (b)(1) through (5) of Paragraph 6.1 hereof.

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

(f) The Owner's representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements and all holders of first mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized Officers, the entire Premises shall be sold by the Association, as Attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interests may appear on the basis of each Owner's percentage interest in the Common Elements, and such apportioned proceeds shall be paid into three hundred and fifty-one (351) separate accounts, each such account representing one (1) Condominium Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney-in-fact, shall use and disburse the total amount of each of such funds, without contribution from one (1) fund to another, for the same

Purposes and in the same order as is provided in Subparagraph (b)(1) through (5) of Paragraph 6.1 hereof.

6.2 JUDICIAL PARTITION. There shall be no judicial partition of the Project or any part thereof, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 6.1 hereof in the case of damage or destruction or unless the Property has been removed from the provisions of the Texas Condominium Act; provided, however, that if any Condominium Unit shall be owned by two (2) or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants. But such partition shall not affect any other Condominium Unit.

6.3 CONDEMNATION. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the General Common Elements (together with or apart from any Condominium Unit), the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, 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 the account of each Owner in proportion to his percentage ownership interest in the General Common Elements to be applied or paid as set forth in

Paragraph 6.1(b)(1) through (5) hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the General Common Elements so taken or damaged. In the event it is determined that such General Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association on behalf of the Owners. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66-2/3%) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

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

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

(c) In the event that the Association determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the percentage ownership interest previously owned by each Owner in the General Common Elements.

(d) In the event that the Association determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Paragraph 6.1(b)(1) through (5) hereof and the remaining portion of such Units, if any,

shall become a part of the General Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the percentage ownership interest in the General Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the General Common Elements among the reduced number of Owners. If the entire Condominium Project is taken, or sixty-six and two-thirds percent (66-2/3%) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein, in proportion to their percentage ownership interests in the General Common Elements; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and General Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the percentage ownership interest previously owned by each Owner in the General Common Elements. Any damages or awards provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Paragraph 6.1(b)(1) through (5) hereof.

ARTICLE VII

PROTECTION OF MORTGAGEE

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

7.2 NOTICE OF DEFAULT. The Association shall notify a First Mortgagee in writing, upon request of such Mortgagee, of any default by the Mortgagor in the performance of such Mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

7.3 EXAMINATION OF BOOKS. The Association shall permit First Mortgagees to examine the books and records of the Association during normal business hours.

7.4 RESERVE FUND. The Association shall establish adequate reserve funds for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary special assessments. In addition,

there shall be established a working capital fund for the initial operation of the Condominium Project equal to at least two (2) months estimated Common Elements charge for each Unit; said deposit to be collected at closing of Unit sale.

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

7.6 NOTICE OF MEETINGS. The Association shall furnish each First Mortgagee upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgagee to attend such meetings, one (1) such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC. The prior written approval of each First Mortgagee shall be required for the following:

(a) Abandonment or termination of 2016 MAIN CONDOMINIUM as a Condominium Regime, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) Any material amendment to the Declaration or to the By-Laws of the Association, including, but not limited to, any amendment which would change the percentage interest of Unit Owners in the Common Elements, and

(c) The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

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

7.9 MANAGEMENT AGREEMENTS. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days' written notice, and the term of such management agreement will not exceed the period of three (3) years, renewable by agreement of the parties to such agreement for successive one (1)-year periods. In the event of the termination of the management agreement as provided herein, the Association shall enter into a new management agreement with a new management corporation prior to the effective date of the termination of the old management agreement.

7.10 RIGHT TO PARTITION. No Unit may be partitioned or subdivided by the Owner thereof without the prior written approval of all First Mortgagees.

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

7.12 OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS. Unless all of the First Mortgagees (based upon one [1] vote for each first mortgage owned), and Owners (other than the Declarant) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the Common Elements, and

(b) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units or as otherwise provided in this Declaration. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium Project shall not be deemed a transfer within the meaning of this paragraph.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 AMENDMENT. Subject to the provisions of Paragraphs 2.10 and 7.7 hereof, this Declaration shall not be revoked, nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of ninety percent (90%) of the Common Elements, agree to such revocation or amendment by instruments duly recorded, but no amendment shall affect Declarant's right to exercise the duties and functions of the Board of Directors as allowed in Paragraph 4.1 hereof.

8.2 OWNERSHIP OF COMMON PERSONAL PROPERTY. Upon termination of the Conversion Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

8.3 CHANGE IN DOCUMENTS. The holder of any mortgage covering any of the Condominium Units shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in the Condominium Documents.

8.4 NOTICE. All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid, to 5433 Westheimer, Suite 900, Western Bank Building, Houston, Texas 77056, until such address is changed by a notice of address change duly recorded in the Harris County Condominium Records.

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

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

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

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

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed and delivered this 27th day of SEPTEMBER, 1979.

WESTERN COMMUNITIES CORPORATION


By: 

THE STATE OF TEXAS I
COUNTY OF HARRIS I

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of SEPTEMBER, A. D., 1979.

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



CONSENT OF MORTGAGEE

The undersigned, Republic of Texas Savings Association, being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the foregoing Declaration, as such mortgagee and lienholder does hereby consent to said Declaration and the Exhibits attached hereto, and to the recording of same for submission of said Property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

Signed and attested by the undersigned officers of said Republic of Texas Savings Association hereunto authorized this the 27 day of September, 1979.

REPUBLIC OF TEXAS SAVINGS ASSOCIATION

By: Richard S. Waring
Senior Vice President

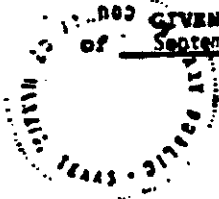
ATTEST:

[Signature]
Assistant Secretary

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Richard S. Waring, as Senior Vice President of Republic of Texas Savings Association known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said Republic of Texas Savings Association, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity as therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of September, 1979.



Diane E. Roberts
Notary Public in and for
Harris County, Texas

EXHIBIT "A"

LEGAL DESCRIPTION

Field notes covering a 0.7246 acre tract, being all of Lots 1, 2, 6, 7 and 12, and the adjoining one-half of each of Lots 3 and 8, all out of Block 423, in the City of Houston, South side of Buffalo Bayou in the Obedience Smith Survey, Abstract No. 696, Harris County, Texas, and being more fully described as follows:

PLACE OF BEGINNING being a nail set for the most Southerly corner of Lot 1, at the intersection of the Northeasterly line of Gray Avenue and the Northwesterly line of Main Street;

TWENCE North 35° West, a distance of 252.50 feet along the Southwesterly line of said Lots 1, 12 and 6, and the Northeasterly line of Gray Avenue, to a nail set for corner at the intersection of the Northeasterly line of Gray Avenue and the Southeasterly line of Travis Street;

TWENCE, North 35° East, a distance of 125.00 feet along the Northwesterly lines of said Lots 6, 7 and 8, and the Southeasterly line of Travis Street to a nail set for corner;

TWENCE South 55° East, a distance of 252.50 feet along the center line of said Lot 8, the Northeasterly line of said Lot 12, and the center line of said Lot 3, to an "X" chiseled in concrete for corner in the Northwesterly line of Main Street;

TWENCE South 35° West, a distance of 125.00 feet along the Southeasterly lines of said Lots 3, 2 and 1, and the Northwesterly line of Main Street to the PLACE OF BEGINNING.

FIRST AMENDMENT
(filed May 29, 1991)

the Managing Agent or Board:

- (2) All expenses of administration and management, maintenance, operation, repair or replacement or addition to the common elements including unpaid special assessments, reconstruction assessments and capital improvement assessments, except that such common expense shall not include the expense of managing, maintaining, operating, repairing or replacing or adding to any Limited Common Element which exclusively serves one unit;
- (3) Expenses agreed upon as common expenses by the unit owners; and
- (4) Expenses declared to be common expenses by this Declaration or by the By-Laws.

Paragraph 1.1(a) "Plan, "Survey Map", "Map" or "Plans" mean or include the engineering survey of the land, locating thereon all the improvements, the floor and elevator plans and other drawing or diagrammatic plan depicting a part of, or all of, the improvements, same being herewith filed, consisting of 28 sheets labeled, as Exhibit "B" and incorporated herein.

Paragraph 3.2 "Designation of Units". The property is hereby divided into 27 separately designated floors consisting of 239 separately designated condominium residential units and 12 separately designated condominium commercial units. Each unit is identified by number on the Map. The remaining portion of the premises, referred to as the Common Elements, shall be owned in common by the owners. The owners of each unit shall own an undivided interest in said common elements, the percentage ownership for each unit being as shown on the attached Exhibit "C".

Paragraph 3.7 "Owner Maintenance". An Owner shall manage, maintain, operate, repair or replace all fixtures and structures within his own unit. Additionally, an Owner shall manage, maintain, operate, repair or replace any Limited Common Element which exclusively serves his unit. All fixtures, equipment and all utility lines, pipes, wires or conduits (hereinafter referred to as "utilities" which are installed within the unit or exclusively used for the benefit of the unit shall be maintained and kept in repair by the Owner thereof; and an Owner shall be obliged to promptly repair and replace any such fixtures, equipment or structures subject to this provision.

9. Paragraph 3.9 "Restriction of Ownership". As a restriction of the ownership provision set forth in Paragraph 1.1(b), "Unit", an Owner shall not be deemed to own the utilities running through his Unit which are utilized for, or serve, more than one Unit, except as a tenant-in-common with other Owners. An Owner shall be deemed to own and shall maintain all utilities within the Owner's Unit, save and except those utilities that pass through a Unit for the purpose of serving other Units or common areas, and all elements within the interior space of the Unit as described in paragraphs 1.1(c) herein, including all such elements consisting of paint, wallpaper and other such finished material. This provision shall not be interpreted to limit any obligation of Owner to maintain Owner's Limited Common Areas which exclusively serve that Owner.

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2016 MATH
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 FILM CODE 165109
 REDUCTION 6x, CAMERA DESIGNATION 006 1

4

EXHIBIT D

2016 Math Owners Association, Inc.
 Assignment of Parking Spaces

<u>Parking Space Number</u>	<u>Unit Number</u>
101	101
102	1707
103	617
104	2007
105	1202
106	1708
107	1713
108	182
109	1704
110	2312
111	2314
112	1722
113	1802
114	1909
115	2310
116	1820
117	104
118	2406
119	1413
120	816
121	822
122	2005
123	2312
124	2010
125	783
126	2002
127	606
128	2222
129	2211
130	2411
131	1617
132	2200
133	2317
134	1801
135	0422
136	2206
137	2279
138	2229
139	2222
140	1606
141	1713
142	2316
143	1110
144	782
145	1606

Parking Space Number

- 107
- 108
- 109
- 110
- 111
- 112
- 113
- 114
- 115
- 116
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- 120
- 121
- 122
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- 142
- 143
- 144
- 145

Unit Number

- 2302
- 1102
- 2417
- 1902
- 2403
- 1813
- Penthouse 4
- Penthouse 4
- 1601
- 1822
- 2204
- 1610
- 1216
- 1911
- 1507
- 1809
- 2304/2506
- 817
- 1214
- 1816
- 1222
- 2518
- 1814
- 601/603
- 1806
- 1908
- 1870
- 816
- 820
- 2001
- 1807
- 1814
- 1622
- 2008
- 1205
- 2014
- 1407
- 1409
- 1416
- 2103
- 1206
- 2203
- 2301
- 2211
- 2404
- 2202
- 822
- 2415
- 788
- 604
- 1200

SECOND AMENDMENT
(filed December 29, 1992)

**SECOND AMENDMENT TO CONDOMINIUM
DECLARATION FOR 2016 MAIN CONDOMINIUM**

STATE OF TEXAS

§
§
§

12/27/92- 40145850 P020704 § 160.00

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Western Communities Corporation, a Texas corporation, executed that certain Condominium Declaration for 2016 Main Condominium ("Declaration") on September 27, 1979, which Declaration was filed of record on November 14, 1979, in Volume 104, Page 1, of the Condominium Records of Harris County, Texas;

WHEREAS, 2016 Main Owners Association, Inc. (the "Association") filed a Supplement and Amendment to Condominium Declaration of 2016 Main Condominium (the "First Amendment") on May 29, 1991 in the Condominium Records of Harris County, Texas under Clerk's File No. N155022;

WHEREAS, the Association filed a Supplement to the First Amendment on June 25, 1991 in the Condominium Records of Harris County, Texas under Clerk's File No. N197246; and

WHEREAS, the Association desires to file this Second Amendment to Condominium Declaration for 2016 Main Condominium (the "Second Amendment") to amend the Declaration by: (1) adding certain sections to the Declaration as identified on Exhibit "A"; (2) substituting certain sections of the Declaration with the sections identified on the attached Exhibit "B"; and (3) substituting the Exhibit "C" to the Declaration for the attached Exhibit "C"; and

NOW THEREFORE, in consideration of the premises, by the consent of the Owners representing an aggregate ownership interest of at least 90% of the Common Elements of 2016 Main Condominiums ("Condominium Regime") and by the consent of 100% of the First Mortgagees of units in the Condominium Regime, effective January 1, 1993, the Association hereby:

1. Amends the Declaration by adding the 8 paragraphs which appear on the pages attached hereto as Exhibit "A".
2. Amends the Declaration by substituting the 6 paragraphs which appear on the pages attached hereto as Exhibit "B" for the same respective numbered paragraphs in the Declaration.
3. Amends the Declaration by substituting the 7 pages attached hereto entitled "Exhibit "C" for the Exhibit "C" originally attached to the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Owners representing an aggregate ownership interest of at least 90% of the Common Elements in the Condominium Regime (as reflected on the Consent of Owner pages) and being 100% of the First Mortgagees of units in the Condominium Regime (as reflected on the Consent of Mortgagee pages), have consented to and approved this Second Amendment, in person or by proxy, on the dates indicated.

2016 MAIN OWNERS ASSOCIATION, INC.

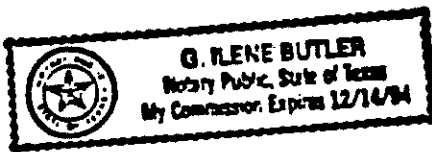
By: M Jackson Taber
Name: M. JACKSON TABER
Title: President

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 11th day of December 1992, by M. JACKSON TABER, President of 2016 Main Owners Association, Inc., a Texas corporation, on behalf of said corporation.



G. Ilene Butler
Notary Public, State of Texas

FILED
92 DEC 29 PM 3:59
County Clerk
HARRIS COUNTY, TEXAS

EXHIBIT "A"

1. Paragraph 1.1 (s) Percentage of First Mortgagees. Wherever in this Declaration, the approval or consent of a specified percentage of First Mortgagees is required, it shall mean that the approval or consent of First Mortgagees holding security interests in Units which in the aggregate have allocated to them that specified percentage of undivided ownership of the Common elements as compared to the total undivided ownership of the Common Elements allocated to all Units in the Association then subject to mortgages held by all First Mortgagees. For example, in the event there are 100 Units subject to mortgages, having a total of 30 percent of the undivided ownership of the Common Elements allocated to them, and one First Mortgagee owning first mortgages of 45 Units having a total of 16 percent of the undivided ownership of the Common Elements allocated to them consents to a proposed action, the action shall have received the approval of 53.33 percent (16/30) of the First Mortgagees.
2. Paragraph 1.1 (t) "First Mortgagee". The "First Mortgagee" means the holder of a first mortgage in a Unit when the Owner of a Unit subject to the first mortgage or the holder of a first mortgage in a Unit has notified the Association, in writing, of its name and address and that it holds a first mortgage in a Unit. Said notice must include the Unit number and address of the Unit on which there is a security interest. This notice shall be deemed to include a request that the First Mortgagee be given the notices and other rights described in this Declaration, including without limitation paragraph 7.13.
3. Paragraph 1.1 (u) "Eligible Insurer". An "Eligible Insurer" is an insurer or guarantor of a first mortgage in a Unit. An Eligible Insurer must notify the Association in writing of its name and address and inform the Association that it has insured or guaranteed a first mortgage in a Unit. It must include the Unit number of the Unit on which it is the insurer or guarantor of a first security interest.
4. Paragraph 1.1 (v) "Documents". The "Documents" are the Declaration, recorded and filed pursuant to the Act, the Bylaws, the Articles of Incorporation for the Association, and the rules and regulations of the Association, as any of which may be amended from time to time. Any exhibit, schedule or certification accompanying a Document shall be deemed to be a part of the Documents.
5. Paragraph 5.12 Transfer Fee. At the time any purchaser, donee or other transferee of a Unit, by deed or other writing, obtains title to a Unit in the condominium regime, such purchaser, donee, or other transferee shall pay to the Association, a non-refundable transfer fee in the amount of one month's maintenance assessment for the Unit purchased, donated or transferred to be deposited by the Association into the Association's reserve account. Such transfer fee shall be deemed to be an assessment imposed by the Association pursuant to this Article V, and non-payment thereof shall afford the Association the same rights and remedies that the Association has pursuant to

this Article V or other terms in the Declaration or Texas law in the event that an Owner, fails to pay other sums assessed by the Association.

6. Paragraph 7.13 NOTICE OF ACTIONS. The Association shall give prompt written notice to each First Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which there is a first mortgage held, insured or guaranteed by that First Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency in the payment of assessments owned by a Unit Owner which remain uncured for a period of sixty (60) days and whose Unit is subject to a first mortgage held, insured or guaranteed by that First Mortgagee or Eligible Insurer, as applicable;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of First Mortgagees;
- (e) Any judgment rendered against the Association.

7. Paragraph 7.14 APPROVAL OF TERMINATION OF CONDOMINIUM REGIME. Notwithstanding any lower requirement permitted by the Documents or the Act, the Association may not terminate the Condominium Regime for reasons other than substantial destruction or condemnation, unless notice is given to all First Mortgagees and approval of at least ninety percent (90%) of the First Mortgagees is obtained.

8. Paragraph 7.15 FIRST MORTGAGEE OR INSURER APPROVAL. The failure of a First Mortgagee or Insurer to respond within thirty (30) days to any written request for approval of an addition or amendment to the Document wherever First Mortgagee or Eligible Insurer approval is required, when such request is delivered by certified or registered mail, return receipt requested, shall constitute an implied approval of the addition or amendment.

EXHIBIT "B"

Paragraph 2.9 (m). No Unit Owner shall be permitted to lease his Unit for hotel or transient purposes. No Unit Owner shall be permitted to lease less than the entire Unit. Every such lease shall be in writing for a minimum term of at least 30 days, and a copy of such lease, as and when executed, shall be furnished to the Board, or the managing agent for the Association, prior to the commencement date of such lease. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations pursuant to the Documents, including, but in no way limited to, all rules and regulations of the Association with respect to the use and occupancy by lessee of the Common Elements or the Owner's Unit, jointly and severally, with the Owner making such lease, and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations;

Paragraph 2.10 shall be deleted in its entirety.

Paragraph 5.9 LIEN FOR ASSESSMENTS. All sums assessed but unpaid by a Unit Owner for its share of Common Expenses chargeable to its respective Condominium Unit, including interest thereon at the rate of ten percent (10%) per annum, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for:

- (a) All IRS liens, and
- (b) All liens securing sums due or to become due under any mortgage vendor's lien or deed of trust filed for record prior to the time such costs, charges, expenses and/or assessments become due.

To evidence such lien the Association may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice shall be signed by one (1) of the Board of Directors and may be recorded in the office of the Clerk of Harris County, Texas. Such lien for the Common Expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by a judicial foreclosure or by a non-judicial foreclosure in the manner set forth in Section 51.002 of the Texas Property Code which provides for the sale of real property under a contract lien, as such Section may be amended from time to time. Each Unit Owner grants the Association a power of sale with respect to this non-judicial foreclosure right. The Association shall appoint a person to act as the Trustee of any such non-judicial foreclosure sale for the purposes of conducting such sale. This right of non-judicial foreclosure may be exercised with respect to obligations existing prior and subsequent to the date of amendment of this Section permitting such foreclosure. In the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses incurred in connection therewith including, without

limitation, interests, costs and reasonable attorneys' fees. The Unit Owner of a Unit being foreclosed upon shall also be required to pay to the Association a reasonable rental for Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the Unit at any foreclosure sale and to acquire and hold, lease, mortgage and convey same. The right of the Association to foreclose the lien aforesaid shall be in addition to any of the remedies which may be available to it at law for the enforcement of any obligations of the Unit Owner including the right to proceed personally against any delinquent Unit Owner for the recovery of a personal money judgment against said Owner for the amount due, court costs, interest and attorneys' fees. Notwithstanding anything contained herein or in any collection policy adopted by the Board or the Association, neither the Board nor the Association shall have the right to non-judicially foreclose any owner's unit unless at least a portion of the owner's delinquency is more than ninety (90) days past due. This limitation shall not affect the right of the Board or the Association to post a delinquent owner's unit for a foreclosure sale prior to the time that the delinquency is ninety (90) days past due; this limitation shall only apply to the actual foreclosure sale conducted by a trustee appointed by the Board or the Association.

The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same. In any such suit to recover a money judgment, the Association shall have the right to recover reasonable attorneys' fees incurred while attempting to enforce the provisions of this Declaration, court costs, interest and expenses.

Any encumbrancer holding a lien on a Condominium Unit, or any other person or entity, may pay any unpaid Common Expenses payable with respect to such Unit, and upon such payment such encumbrancer, or such person or entity, shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

4. Paragraph 5.11 STATEMENT OF ASSESSMENTS. Upon the written request of any Owner or any lienholder or Eligible Insurer of a Condominium Unit, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessments, the date of such assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within twenty (20) days, all unpaid assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The purchaser, donee or other transferee of a Unit, by deed or other writing, shall not be liable for any unpaid assessments against the transferor for his proportionate share of the Common Expenses up to the time of the grant or conveyance, unless the transferee agrees to assume the obligation. Any such unpaid assessments shall continue to be a personal obligation of the transferor. The transferee shall be obligated to pay all monthly assessments accruing as of the date of the grant or conveyance for as long as the transferee is an Owner.

5. **Paragraph 7.7 CONSENT AND NOTICE OF FIRST MORTGAGEES REQUIRED CONCERNING DOCUMENT CHANGES.** Notwithstanding any provision of this Declaration or the Act to the contrary, no material amendment of this Declaration by the Association or Unit Owners described in this section may be effective without written notice, sent via first class mail, to all First Mortgagees, and the approval by at least fifty-one percent (51%) of the First Mortgagees (or any greater First Mortgagee approval required by the Documents or the Act). An amendment to the Declaration pertaining to the following would be considered material for the purposes of this provision:
- (a) the right of each Unit Owner to cast one vote per unit owned in the affairs of the Association;
 - (b) the method by which assessments are paid, collected or enforced;
 - (c) the obligation to provide for reserves for maintenance, repair and replacement of Common Elements;
 - (d) a Unit Owner's or the Association's responsibility for maintenance and repairs;
 - (e) the reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use, except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and the First Mortgagees holding mortgages in those Units need approve the action;
 - (f) the redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the First Mortgagees holding mortgages in the Unit or Units need approve the action;
 - (g) the convertability of Units into Common Elements or Common Elements into Units;

- 1
- (h) the expansion or contraction of the Condominium Regime or the addition, annexation or withdrawal of property to or from the Condominium Regime;
 - (i) the obligation to maintain insurance or fidelity bonds;
 - (j) the leasing of Units;
 - (k) the imposition of any restrictions on Unit Owners' right to sell or transfer their Units;
 - (l) a decision by the Association to establish self-management;
 - (m) the obligation to restore or repair the project after hazard damage or partial condemnation;
 - (n) the termination of the Condominium Regime after occurrence of substantial destruction or condemnation; or
 - (o) a change to any paragraph that expressly benefits First Mortgagees or Eligible Insurers, including this paragraph 7.7.

6. Paragraph 8.1 AMENDMENT. Subject to the provisions of Paragraph 7.7 hereof regarding consent of First Mortgagee's concerning document changes and Paragraph 7.14 regarding a First Mortgagee's approval of termination of the Condominium Regime, this Declaration shall not be revoked, nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of ninety percent (90%) of the Common Elements, agree to such revocation or amendment by instrument duly recorded.

CONSENTS OF OWNERS AND FIRST MORTGAGEES
(to approve Second Amendment)

2

IN WITNESS WHEREOF, the undersigned, being the Owners representing an aggregate ownership interest of at least 90% of the Common Elements in the Condominium Regime (as reflected on the Consent of Owner pages) and at least being 51% of the First Mortgagees of units in the Condominium Regime (as reflected on the Consent of Mortgagee pages), have consented to and approved this Second Amendment, in person or by proxy, on the dates indicated.

2016 MAIN OWNERS ASSOCIATION, INC.

By: [Signature]
Clyde D. Miller, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8 day of March, 1994, by Clyde D. Miller, President of 2016 Main Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

~~HOWARD M. BOOKSTAFF
HOOVER, BAX & SLOVACEK, L.L.P.
P. O. BOX 4547
HOUSTON, TEXAS 77210~~

EXHIBIT "A"

1. Paragraph 1.1(g) **"Common Elements"** means all of the Property except for the Units, and, without limiting the generality of the foregoing, shall include those items defined as "General Common Elements" in the Act, including the following:
 - (1) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communication ways;
 - (2) All basements, flat roofs, yards and gardens, excepts as otherwise herein provided or stipulated;
 - (3) All premises for the lodging of janitors or persons in charge of the Building except as otherwise herein provided or stipulated;
 - (4) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating reservoirs, water tanks and pumps, swimming pool and the like;
 - (5) All elevators and shafts, garbage incinerators and, in general, all devices or installations existing for common use;
 - (6) All parking spaces identified on Exhibit "D" to this Declaration; and
 - (7) All other elements of the Building desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration.

2. Paragraph 1.1(h) **"Limited Common Elements"** means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful occupants of such Units or Units either in this Declaration, on the Plat or by the Board. Limited Common Elements shall not include any Parking Spaces allocated or assigned to a Unit pursuant to paragraph 2.3; however, Limited common Elements shall include, but shall not be limited to:
 - (1) Any storage area allocated or assigned pursuant to paragraph 2.3 herein;

- (2) Balconies or terraces, not otherwise considered to be within a Unit, serving exclusively a single Unit or one or more adjoining Units; and
 - (3) "Air handlers", pipes, ducts, electrical wiring and conduits located outside the Unit boundaries but exclusively serving a single Unit or one or more adjoining Units.
3. Paragraph 2.3 Limited Common Elements. A portion of the Common Elements is set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements. The Limited Common Elements reserved for the exclusive use of the individual Owners are balconies, terraces and separate storage areas, the terrace and balcony assigned to each Unit being designated by the Unit number preceded by the prefix "B" on Exhibit B to this Declaration. Such Limited Common Elements shall be used in connection with a particular Unit, to the exclusion of the use thereof by the other Owners except by invitation.

EXHIBIT "B"

Paragraph 2.11: PARKING SPACE ASSIGNMENTS. All Parking Spaces identified on Exhibit B to this Declaration, as amended, are hereby designated as Common Elements, subject the Association's right to assign individual parking spaces for the exclusive use of the Owners as set forth herein. As of January 1, 1994, the Association hereby designates Parking Spaces to respective Owners in accordance with the allocation and assignment indicated on Exhibit D to the Declaration, as amended. The Association shall have the right, acting through the Board of Directors, to redesignate such Parking Spaces in accordance only with the following procedure:

- (1) In the event that any Owner desires to have the Parking Space allocated to the Owner's Unit reassigned, the Owner of the Unit from which the Parking Space is taken and the Owner to which the Parking space is reassigned shall make written request to the Association instructing the Association how the Parking Space should be reassigned.
- (2) Upon receipt of such request, the Association shall, at the affected Owners' expense, file a document in the Condominium Records of Harris County, Texas, indicating how such Parking Space has been reassigned.
- (3) Any reassignment of a Parking Space as provided herein shall be for an indefinite period until Owners request such further reassignment in accordance with the procedure set forth herein.
- (4) The Owners' requesting such reassignment shall be allowed to exchange such consideration as the Owners agree; however, under no circumstances, shall the Association or any Owners not affected by the reassignment, incur any expense associated with the reassignment.

The Association's right to redesignate Parking Spaces set forth herein shall only be in accordance with the foregoing procedure and shall only be at the consent and direction of the Owners affected by such redesignation. In no event shall an assignment or reassignment as provided herein be deemed or construed as a conveyance of any interest in or to the Common Elements separate and apart from a conveyance of a Unit. Any assignment or reassignment in accordance with the provisions of this section shall be construed as nothing more than an assignment of the exclusive right to use the Common Element Parking Spaces.

THIRD AMENDMENT TO CONDOMINIUM
DECLARATION FOR 2016 MAIN CONDOMINIUM

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

WHEREAS, Western Communities Corporation, a Texas corporation, executed that certain Condominium Declaration for 2016 Main Condominium ("Declaration") on September 27, 1979, which Declaration was filed of record on November 14, 1979, in Volume 104, Page 1, of the Condominium Records of Harris County, Texas;

WHEREAS, 2016 Main Owners Association, Inc. (the "Association") filed a Supplement and Amendment to Condominium Declaration of 2016 Main Condominium (the "First Amendment") on May 29, 1991 in the Condominium Records of Harris County, Texas under Clerk's File No. N155022;

WHEREAS, the Association filed a Supplement to the First Amendment on June 25, 1991 in the Condominium Records of Harris County, Texas under Clerk's File No. N197246;

WHEREAS, the Association filed a Second Amendment to Condominium Declaration for 2016 Main Condominium (the "Second Amendment") on December 29, 1992 in the Condominium Records of Harris County, Texas under Clerk's File No. P020704; and

WHEREAS, the Association desires to file this Third Amendment to Condominium Declaration for 2016 Main Condominium (the "Third Amendment") to amend the Declaration to reclassify parking spaces as Common Elements pursuant to the terms of the Declaration and to allow consenting Owners, at their sole request and expense, to have the Association reassign such Common Elements.

NOW THEREFORE, in consideration of the premises, by the consent of the Owners representing an aggregate ownership interest of at least 90% of the Common Elements of 2016 Main Condominiums (the "Condominium Regime") and by the consent of 51% of the First Mortgagees of units in the Condominium Regime, effective April 1, 1994, the Association hereby:

1. Amends the Declaration by substituting the 3 paragraphs which appear on the pages attached hereto as Exhibit "A" for the same respective numbered paragraphs in the Declaration; and

2. Amends the Declaration by adding the paragraph which appears on the page attached hereto as Exhibit "B".



CORRECTION OF SECOND AMENDMENT
(filed October 10,1994)

CORRECTION OF SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR 2016 MAIN CONDOMINIUM

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

WHEREAS, Western Communities Corporation, a Texas corporation, executed that certain Condominium Declaration for 2016 Main Condominium ("Declaration") on September 27, 1979, which Declaration was filed of record on November 14, 1979, in Volume 104, Page 1, of the Condominium Records of Harris County, Texas;

WHEREAS, 2016 Main Owners Association, Inc. (the "Association") filed a Supplement and Amendment to Condominium Declaration of 2016 Main Condominium (the "First Amendment") on May 26, 1991 in the Condominium Records of Harris County, Texas under Clerk's File No. N155022;

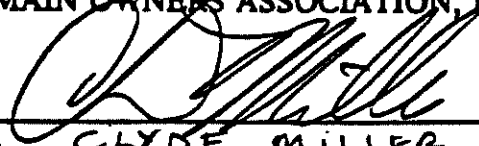
WHEREAS, the Association filed a Supplement to the First Amendment on June 25, 1991 in the Condominium Records of Harris County, Texas under Clerk's File No. N197246;

WHEREAS, the Association filed a Second Amendment to Condominium Declaration (the "Second Amendment") on December 29, 1992 in the Condominium Records of Harris County, Texas under Clerk's File No. P020704; and

WHEREAS, the Exhibit "C" attached to the Second Amendment contained certain clerical errors with respect to the unit number references on the first column of page 4 of Exhibit "C" and the Association desires to correct such clerical errors by refile of record the correct Exhibit "C"; and

NOW THEREFORE, in consideration of the premises, the undersigned, on behalf of the Association, hereby corrects the Second Amendment by filing the correct Exhibit "C", the attached version of which has been adopted by the Consent of the Owners representing an aggregate ownership of at least 90% of the Common Elements of 2016 Main Condominiums (the "Condominium Regime") and by the consent of 100% of the First Mortgagees of units in the Condominium Regime, effective January 1, 1993. The attached Exhibit "C" shall be substituted for the Exhibit "C" originally filed with the Second Amendment as if the attached Exhibit "C" were filed with the Second Amendment. Except for the correction made herein, the Second Amendment shall remain in full force and effect.

2016 MAIN OWNERS ASSOCIATION, INC.

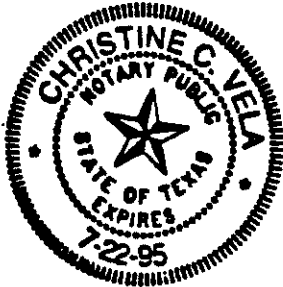
By: 
Name: CLYDE MILLER
Title: PRESIDENT

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on Sept. 27, 1994, by Clyde Miller, President of 2016 Main Owners Association, Inc., on behalf of said corporation.



Christie C. Vela
Notary Public, State of Texas

Christine C. Vela
Name Typed or Printed
Commission Expires: 7-22-95

OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
FILM CODE 166102

2016 MAIN CONDOMINIUM - CORRECTION OF
SECOND AMENDMENT TO CONDOMINIUM

THIS IS PAGE 1 OF 3 PAGES
REDUCTION 16X CAMERA DESIGNATION MRG1

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

94 OCT 10 PM 3 45

FILED

BY-LAWS

BY-LAWS
OF
2016 MAIN OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

Houston, Texas

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2016 MAIN OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)
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BY-LAWS
OF
2016 MAIN OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be 2016 MAIN OWNERS ASSOCIATION, INC.

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit Association is formed is to govern the Condominium Property situated in the County of Harris, State of Texas which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas.

2.2 OWNER OBLIGATION. All present or future owners, tenants, future tenants or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Condominium Residential Units and Condominium Commercial Units (hereinafter referred to as "Units") of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be complied with.

ARTICLE III

DEFINITIONS AND TERMS

3.1 MEMBERSHIP. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such Membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligations incurred under or in any way connected with 2016 MAIN CONDOMINIUM during the period of such Ownership and Membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such Ownership and Membership and the covenants and obligations incident

thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever Ownership of the Condominium Unit designated thereon is terminated.

3.2 VOTING. Voting shall be based on the number of Units owned. The number of Units is three hundred and thirty-nine (339) Condominium Residential Units and twelve (12) Condominium Commercial Units, and each Unit Owner or Owners are entitled to one (1) common vote.

3.3 MAJORITY OF UNIT OWNERS. As used in these By-Laws the term "majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.

3.4 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.3 of this Article shall constitute a quorum.

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

ARTICLE IV

ADMINISTRATION

4.1 DEVELOPER CONTROL. Notwithstanding any other provisions herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Condominium Declaration for 2016 MAIN CONDOMINIUM, the Declarant, WESTERN COMMUNITIES CORPORATION, a Texas corporation, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of Record and for the purpose of insuring both a complete and orderly conversion and a timely sellout of the Project Units. This control shall last no longer than three (3) years from the recordation of the Condominium Declaration or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational or June 1, 1982, whichever occurs first.

4.2 ASSOCIATION RESPONSIBILITIES. The Owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Project through a Board of Directors.

4.3 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such

to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

5.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

5.10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without additional notice.

5.12 FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of the 2016 MAIN OWNERS ASSOCIATION, INC.

6.5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

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

The Secretary shall compile and keep up to date at the principal offices of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show

opposite each Member's name, the number of Members and the garage or parking space and storage space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such 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, including authority to: 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 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.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Board of Directors shall contract with a management company, at a rate of compensation agreed upon by the Board of Directors, for the management company to have, without limitations, the following functions, duties and responsibilities:

1. Fiscal Management.

(a) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements; it is further used for comparison with actual monthly income and expenditures.

(b) Prepare five (5)-year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i. e., painting, etc., for Common Elements.

(c) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(d) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10%) above or below the budgeted

amount, prepare explanations of variations from budgeted figures. Suggest corrective recommendations if applicable.

(e) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(f) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(g) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(h) Prepare year-end statement of operations for Owners.

2. Physical Management.

(a) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget as approved by the Board of Directors.

(b) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved operating budgets.

(c) Select, train and supervise competent personnel, as directed by the Board.

(d) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

(e) Perform any other projects with diligence and economy in the Board's best interests.

3. Administrative Management.

(a) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

(b) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement.

(c) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

(d) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(e) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.

(f) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(g) Represent an absentee Owner when requested.

(h) Administer the development in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND MANAGERS

8.1 INDEMNIFICATION. The Association shall indemnify every manager or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expenses;

provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for 2016 MAIN CONDOMINIUM as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro rata according to percentage interest in and to the General Common Elements and shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or a special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 MAINTENANCE AND REPAIR.

(a) Every Owner must perform promptly at his own expense all maintenance and repair work within his own Unit.

(b) All the repairs of internal installations of the Unit such as patio planting, water, light, gas power, sewage, telephone, air conditioning, sanitary installations, doors, windows, glass, electrical fixtures and all other accessories, equipment and fixtures belonging to the Unit area shall be at the Owner's expense.

(c) An Owner shall be obligated to promptly reimburse the Association upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General or Limited Common Element damaged by his negligence or by the negligence of his tenants or agents.

9.3 MECHANIC'S LIEN. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant General Common Elements for labor, materials, services or other products incorporated in the Owner's Unit. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one (1)

year together with the sum of One Hundred (\$100.00) Dollars. Such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject Owner, and his failure to pay shall entitle the Association to make such payment; and the amount thereof shall be a debt of the Owner and a lien against his Condominium Unit which may be foreclosed as is provided in Paragraph 5.9 of the Condominium Declaration.

9.4 GENERAL.

(a) Each Owner shall comply strictly with the provisions of the Condominium Declaration for 2016 MAIN CONDOMINIUM.

(b) Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.5 USE OF UNITS - INTERNAL CHANGES.

(a) All Units shall be used for either residential or commercial purposes as set out and defined in the Declaration.

(b) An Owner shall not make structural modifications or alterations to his Unit or installations located therein without previously notifying the Association in writing through the President of the Association. The Association shall have the obligation to answer within thirty (30) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

9.6 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purpose for which they were intended.

9.7 RIGHT OF ENTRY.

(a) An Owner shall grant the right of entry to any person authorized by the Board of Directors in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

(b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for

the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

9.8 RULES AND REGULATIONS.

(a) All Owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the General Common Elements in order for all Owners and their guests to achieve maximum utilization of such facilities consonant with the rights of each of the other Owners thereto.

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

(c) Owners and occupants of Units 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, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Owners, tenants or occupants of Condominium Units of 2016 MAIN CONDOMINIUM. No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining Units, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or on any Unit or upon any part of the Common Elements.

(d) The Common Area (Common Elements) is used for the purpose of affording vehicular and pedestrian movements within the Condominium, for providing access to the

Units, for recreational use by the Owners and occupants of Units and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove cited, nor shall any part of the Common Area be used in any manner which causes an increase in the premium rate for hazard and liability insurance coverage. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other common household pets, as provided in the Declaration.

(e) No resident of the Condominium shall post any advertisements, signs or posters of any kind in or on the Project except as authorized by the Association.

(f) Parking of automobiles shall be in the spaces designated as parking for each Unit; no unattended vehicle shall at any time be left in the alleyways or streets in such manner as to impede the passage of traffic or to impair proper access to parking area. The parking area shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind.

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

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

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

(j) No Owner, resident or lessee shall install wiring for electrical or telephone installation television antennas, machines or air conditioning units or any other devices whatsoever on the exterior of the Project or that protrude through the interior walls, without prior written approval from the Association.

(k) No Owner or other occupant of any Condominium

Unit shall make any alteration, modification or improvement to the Common Elements of the Condominium without the written consent of the Association.

(1) Reasonable and customary regulations for the use of the General Common Elements will be promulgated hereafter and publicly posted. Owners and all occupants of Units shall, at all times, comply with such regulations.

9.9 DESTRUCTION OR OBSOLESCENCE. Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney-in-fact to deal with the Owner's Condominium Unit upon its destruction or obsolescence as is provided in Paragraph 6.1 of the Condominium Declaration.

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS. After relinquishment of Declarant control of the Association as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the General Common Elements. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgages of Condominium Units".

11.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

ARTICLE XII

COMPLIANCE

12.1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these

By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XIII

NON-PROFIT ASSOCIATION

13.1 NON-PROFIT PURPOSE. This Association is a non-profit corporation. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one [1] or more of the purposes of the Association and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV

PRINCIPAL OFFICE

14.1 LOCATION. The principal office of the Association shall be located at 5433 Westheimer, Suite 900, Western Bank Building, Houston, Texas 77056, but may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Directors.

ARTICLE XV

EXECUTION OF INSTRUMENTS

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

ARTICLE XVI

CORPORATE SEAL

16.1 CORPORATE SEAL. The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation and the words, "Corporate Seal".

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of 2016 MAIN OWNERS ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the ____ day of _____, A. D., 1979.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the ____ day of _____, A. D., 1979.

Secretary

ARTICLES OF INCORPORATION

FILED
In the Office of the
Secretary of State of Texas

FEB 06 1987

ARTICLES OF INCORPORATION

2016 MAIN OWNERS ASSOCIATION, INC. *Corporation Section*

WE, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation of such corporation.

ARTICLE I

The name of the corporation is 2016 MAIN OWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The Association is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

The purpose or purposes for which the Association is organized are: to exercise those powers, duties and responsibilities provided for in the Condominium Declaration of the 27th day of September, 1979 ("Declaration") as it currently exists or as may be amended hereafter, which Declaration created the condominium known as 2016 Main Condominiums, to provide for maintenance, preservation and architectural control of the residential condominium unit and Common Areas, if any, of the property located at 2016 Main, in Harris County, Texas, (herein called the "Property" or "development"), and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise the powers and privileges and to perform all of the duties and obligations as set forth in those restrictions applicable to the above described property and recorded in Harris County Deed Records;

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses in connection incident to the conduct of the business of the Association including all licenses, taxes, or

governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase, or otherwise), own hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for borrowed money or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board;

(f) notwithstanding the foregoing, the Board of Directors may from time to time without authorization of the membership, grant or dedicate easements with respect to the Common Area, if any, as may be necessary or convenient to provide or assist in utility service to the property;

(g) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, if any, upon approval by the Board of Directors of the Association;

(h) redesignate, restripe and redesign all common areas, parking facilities and storage facilities that the Association deems appropriate;

(i) establish Rules and Regulations with respect to the use of all common areas and facilities by persons authorized to use such areas and facilities and have the power to amend such Rules and Regulations from time to time as the Association deems necessary;

(j) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have to exercise.

Nothing in these Articles of Incorporation shall be construed to conflict with the Condominium Declaration dated September 27, 1978.

ARTICLE IV

The street address of the initial registered office of the corporation is 2016 Main Street, Suite 110, Houston, Texas, and the

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name of the initial registered agent at each address is Billy J. Griswold.

ARTICLE V

"Condominium Owners Association" or "Association" means 2016 MAIN OWNERS ASSOCIATION, INC., a Texas non-profit corporation, the By-Laws of which shall govern the administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

Every person or entity who is an owner, pursuant to the Condominium Declaration and By-Laws dated September 27, 1979, shall be eligible for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE VI

The names and street addresses of the incorporators are:

<u>Name</u>	<u>Address</u>
<u>Paul Chambers</u>	<u>2016 Main Street, Suite 1720</u> <u>Houston, Texas 77002</u>
<u>Victor Branch</u>	<u>2016 Main Street, Suite 620</u> <u>Houston, Texas 77002</u>
<u>Alice Youngblood</u>	<u>2016 Main Street, Suite</u> <u>Houston, Texas 77002</u>

ARTICLE VII

Each unit owner shall be entitled to one (1) vote per each unit owned.

U N U N . U N U N U N U N

ARTICLE VIII

The affairs of this Association shall be managed by a board of three (3) directors. The number of directors may be increased by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until selection of their successors are:

<u>Name</u>	<u>Address</u>
<u>Paul Chambers</u>	<u>2016 Main Street, Suite 1720</u> <u>Houston, Texas 77002</u>
<u>Victor Branch</u>	<u>2016 Main Street, Suite 620</u> <u>Houston, Texas 77002</u>
<u>Alice Youngblood</u>	<u>2016 Main Street, Suite</u> <u>Houston, Texas 77002</u>

At the first annual meeting and each annual meeting thereafter, the members shall elect five directors for a term of one year each.

ARTICLE IX

The Association may be dissolved with the assent of the Board. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit organization, association, trust or other organization to be used for similar purposes.

ARTICLE X

Amendment of these Articles shall require the assent of a majority of the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands, this _____ day of _____, 1987.


Paul Chambers, Incorporator

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Victor Branch
Victor Branch, Incorporator

Alice Youngblood
Alice Youngblood, Incorporator

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned Notary Public, hereby certify that on the 6th day of February, 1987, personally appeared before me Paul Chambers, Victor Branch, and Alice Youngblood, who being by me first duly sworn, declared that they are the persons who signed the foregoing document as Incorporators, and that the statements therein contained are true.

B J Griswold
Notary Public in and for the STATE OF TEXAS

B J Griswold
(Notary's Name Typed or Printed)

My commission expires:
12/13/89

