

Midtown Edge Condominium Association

Buyer Information Sheet



HOMEOWNER INFORMATION SHEET

To ensure we have your current and correct contact information please complete and return this Homeowner Information Sheet to:
Resales@WorthRoss.com

Homeowner Information - REQUIRED

Association Name: _____

Property Address: _____

Owner Occupied

NON-Owner Occupied

Owner Name: Mr. Mrs. Ms. _____ Cell phone: _____

E-Mail: _____ Work phone: _____

Owner Name: Mr. Mrs. Ms. _____ Cell phone: _____

E-Mail: _____ Work phone: _____

Mailing Address if not property address: _____

Pets (Type/Weight/Breed) 1) _____ 2) _____

Vehicle Make: _____ Model: _____ License Plate: _____ State: _____

Vehicle Make: _____ Model: _____ License Plate: _____ State: _____

NON-OWNER Occupants living in the home

Occupant Name: Mr. Mrs. Ms. _____

E-Mail: _____ Cell phone: _____ Work phone: _____

Occupant Name: Mr. Mrs. Ms. _____

E-Mail: _____ Cell phone: _____ Work phone: _____

Emergency contact for Homeowner - REQUIRED

In the event of an emergency and the homeowner cannot be reached.

Name: Mr. Mrs. Ms. _____

E-Mail: _____ Phone: _____

Mailing Address: _____

Midtown Edge Condominium Association

Articles of Incorporation



10231503315

FILED
In the Office of the
Secretary of State of Texas
JAN 23 1997
Corporations Section

ARTICLES OF INCORPORATION
OF
Fidelity Apartment Management Company

The undersigned natural person of the age of 21 or more, acting to form a corporation under the laws of the state of Texas does hereby certify the following:

ARTICLE I: The name of the corporation shall be Fidelity Apartment Management Company.

ARTICLE II: The address of the initial registered office the corporation is 7670 Woodway, Suite 120, Houston TX 77063. The name of the initial registered agent at said address is David Tuschman.

ARTICLE III: The purpose for which the corporation is organized shall be: To engage in any activity within the purposes for which corporations may be organized under the Texas Business Corporation Act.

ARTICLE IV: The amount of total authorized capital stock of the corporation is 1000 shares at no par value.

The corporation shall not commence business until it has received for the issuance of shares consideration of the value of \$1000.00 consisting of money, labor done, or property actually received.

ARTICLE V: The number of directors constituting the initial board of directors is three and the names and addresses of the persons who will serve as directors until the first annual meeting of shareholders or until their successors are elected are:

John Tuschman, David Tuschman, and Nelia Mauricio, all of
7670 Woodway Suite 120, Houston TX 77063

ARTICLE VI: The duration of the corporation shall be perpetual.

ARTICLE VII: This is a Close Corporation.

ARTICLE VIII: The name and address of the incorporator is:

Regina Cephas c/o The Company Corporation, 1313 N. Market
Street, Wilmington DE 19801.

I, the undersigned, being the sole incorporator of the corporation identified above, declare that I have examined the foregoing this 21st day of January, 1997

Regina Cephas

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for MIDTOWN EDGE, L.P. (file number 800666260), a Domestic Limited Partnership (LP), was filed in this office on June 09, 2006.

It is further certified that the entity status in Texas is in existence.

It is further certified that our records indicate JOHN TUSCHMAN as the designated registered agent for the above named entity and the designated registered office for said entity is as follows:

4544 POST OAK PLACE
SUITE 392
HOUSTON, TX - 77027 USA

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 10, 2008.



A handwritten signature in black ink that reads "Phil Wilson".

Phil Wilson
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10268

Dial: 7-1-1 for Relay Services
Document: 199202820005

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State



A handwritten signature in cursive script that reads "Phil Wilson".

Phil Wilson
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10251

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Document: 199202820005

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State

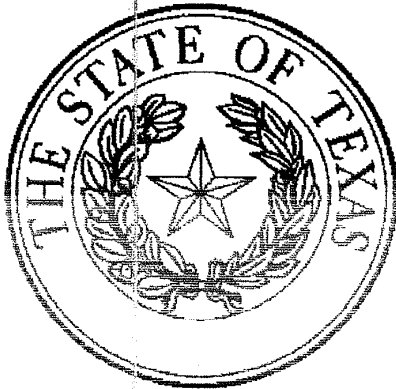
Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that according to the most recent information in the records of this office the following persons are listed as managerial officials for MIDTOWN EDGE, L.P, a Domestic Limited Partnership (LP), file number 800666260.

Fidelity Management Company
General Partner

4544 Post Oak Place
Suite 392
Houston
Tx - 77027

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 10, 2008.



A handwritten signature in cursive script, appearing to read "Phil Wilson".

Phil Wilson
Secretary of State

Phone: (512) 463-5555
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Secretary of State

Office of the Secretary of State

Certificate of Fact

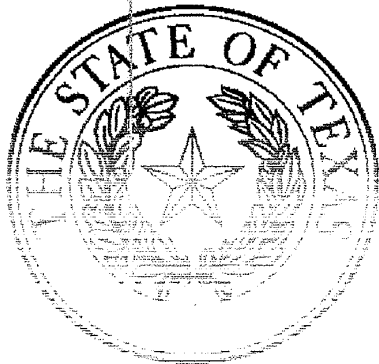
The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for MIDTOWN EDGE OWNERS ASSOCIATION, INC. (file number 800778199), a Domestic Nonprofit Corporation, was filed in this office on February 23, 2007.

It is further certified that the entity status in Texas is in existence.

It is further certified that our records indicate MIDTOWN EDGE, L.P. as the designated registered agent for the above named entity and the designated registered office for said entity is as follows:

4544 POST OAK PLACE
SUITE 392
HOUSTON, TX - 77027 USA

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 10, 2008.



A handwritten signature in cursive script, appearing to read "Phil Wilson".

Phil Wilson
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
ID: 10268

Dial: 7-1-1 for Relay Services
Document: 199202820005

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that according to the most recent information in the records of this office the following persons are listed as managerial officials for MIDTOWN EDGE OWNERS ASSOCIATION, INC, a Domestic Nonprofit Corporation, file number 800778199.

John Tuschman
Director

4544 Post Oak Place
Suite 392
Houston
Tx - 77027

James Tuschman
Director

4544 Post Oak Place
Suite 392
Houston
Tx - 77027

Nelia Mauricio
Director

4544 Post Oak Place
Suite 392
Houston
Tx - 77027

Barham Pinzad
Director

4544 Post Oak Place
Suite 392
Houston
Tx - 77027

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 10, 2008.

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10251

Dial: 7-1-1 for Relay Services
Document: 199202820005

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for FIDELITY APARTMENT MANAGEMENT COMPANY (file number 143189300), a Domestic For-Profit Corporation, was filed in this office on January 23, 1997.

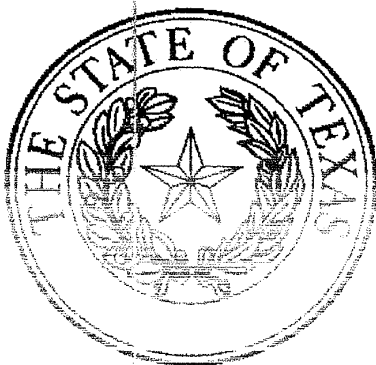
It is further certified that the entity status in Texas is in existence.

It is further certified that our records indicate JOHN TUSCHMAN as the designated registered agent for the above named entity and the designated registered office for said entity is as follows:

4544 POST OAK PLACE, # 392

HOUSTON, TX - 77027 USA

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 10, 2008.



A handwritten signature in cursive script that reads "Phil Wilson".

Phil Wilson
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10268

Dial: 7-1-1 for Relay Services
Document: 199202820005

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that according to the most recent information in the records of this office the following persons are listed as managerial officials for FIDELITY APARTMENT MANAGEMENT COMPANY, a Domestic For-Profit Corporation, file number 143189300.

Nelia S Mauricio
DIRECTOR

4544 Post Oak Place #392
Houston
Tx - 77027

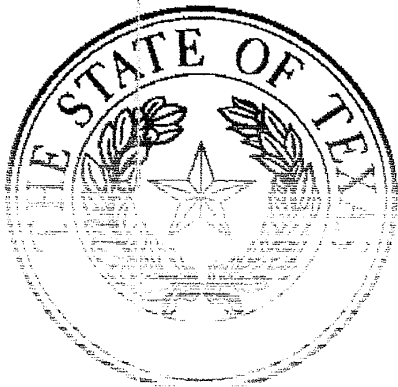
Nelia S Mauricio
SECRETARY

4544 Post Oak Place #392
Houston
Tx - 77027

John S M Tuschman
PRESIDENT

4544 Post Oak Place #392
Houston
Tx - 77027

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 10, 2008.



A handwritten signature in cursive script, appearing to read "Phil Wilson".

Phil Wilson
Secretary of State

John Tuschman

From: Rpickelner@aol.com
Sent: Thursday, January 10, 2008 11:07 AM
To: j.tusch@att.net
Subject: Entity documentation
Attachments: Midtown Edge Owners Assoc.ZIP

John,

The following fact certificates issued by the Secretary of State are attached:

1. Midtown Edge, LP - Certificate re Status and Registered Agent/Office
2. Midtown Edge, LP - Certificate re Management
3. Midtown Edge Owners Association, Inc. - Certificate re Status and Registered Agent/Office
4. Midtown Owners Association, Inc. - Certificate re Management
5. Fidelity Apartment Management Company - Certificate re Status and Registered Agent/Office
6. Fidelity Apartment Management Company - Certificate re Management

Fidelity Apartment Management Company has a registered dba in Harris County for the name Fidelity Management Company recorded under Clerk's File Number B0401645.

Please let us know if you need any additional documentation on these entities.

Robert S. Pickelner

Attorney at Law
6750 West Loop South, Suite 120
Bellaire, Texas 77401
(713) 665-7000
FAX (713) 665-7070

Cory

Start the year off right. Easy ways to stay in shape in the new year.

Midtown Edge Condominium Association

Budget



Midtown Edge Condominium Association

Budget

Fiscal Year: 2023

	Prior Actual	Actual YTD	Annual	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Operating Income															
Income															
41000 - Regular Assessments	-	-	\$790,247	\$65,854	\$65,854	\$65,854	\$65,854	\$65,854	\$65,854	\$65,854	\$65,854	\$65,854	\$65,854	\$65,854	\$65,854
41300 - Reserve Income	-	-	(\$79,025)	(\$6,585)	(\$6,585)	(\$6,585)	(\$6,585)	(\$6,585)	(\$6,585)	(\$6,585)	(\$6,585)	(\$6,585)	(\$6,585)	(\$6,585)	(\$6,585)
41500 - Special Assessment	-	-	\$175,000	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583
Total Income	-	-	\$886,222	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852
Total Income	-	-	\$886,222	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852	\$73,852
Operating Expense															
Administrative Expenses															
52500 - Interest Expense	-	-	\$4,400	\$367	\$367	\$367	\$367	\$367	\$367	\$367	\$367	\$367	\$367	\$367	\$367
53200 - Office Supplies	-	-	\$400	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33
54100 - Meetings	-	-	\$200	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17
55100 - Licenses / Permits / Inspections	-	-	\$6,750	\$563	\$563	\$563	\$563	\$563	\$563	\$563	\$563	\$563	\$563	\$563	\$563
58880 - Miscellaneous Administrative Expense	-	-	\$5,000	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417
Total Administrative Expenses	-	-	\$16,750	\$1,396	\$1,396	\$1,396	\$1,396	\$1,396	\$1,396	\$1,396	\$1,396	\$1,396	\$1,396	\$1,396	\$1,396
Taxes & Insurance															
56100 - Insurance - General Liability	-	-	\$430,000	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833
Total Taxes & Insurance	-	-	\$430,000	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833	\$35,833
Professional Services															
57100 - Management Fees	-	-	\$32,650	\$2,721	\$2,721	\$2,721	\$2,721	\$2,721	\$2,721	\$2,721	\$2,721	\$2,721	\$2,721	\$2,721	\$2,721
57200 - Accounting / Audit	-	-	\$4,000	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333
57300 - Legal Fees	-	-	\$2,000	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167
Total Professional Services	-	-	\$38,650	\$3,221	\$3,221	\$3,221	\$3,221	\$3,221	\$3,221	\$3,221	\$3,221	\$3,221	\$3,221	\$3,221	\$3,221
Payroll & Related Benefits															
59100 - Payroll & Expenses	-	-	\$64,480	\$5,373	\$5,373	\$5,373	\$5,373	\$5,373	\$5,373	\$5,373	\$5,373	\$5,373	\$5,373	\$5,373	\$5,373
59230 - Group Health Insurance	-	-	\$5,040	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420
Total Payroll & Related Benefits	-	-	\$69,520	\$5,793	\$5,793	\$5,793	\$5,793	\$5,793	\$5,793	\$5,793	\$5,793	\$5,793	\$5,793	\$5,793	\$5,793
Utilities															
61100 - Water & Sewer	-	-	\$22,500	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875
61200 - Electricity	-	-	\$60,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
61400 - Trash Removal	-	-	\$16,250	\$1,354	\$1,354	\$1,354	\$1,354	\$1,354	\$1,354	\$1,354	\$1,354	\$1,354	\$1,354	\$1,354	\$1,354

Midtown Edge Condominium Association

Budget

Fiscal Year: 2023

	Prior Actual	Actual YTD	Annual	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
61500 - Cable	-	-	\$38,000	\$3,167	\$3,167	\$3,167	\$3,167	\$3,167	\$3,167	\$3,167	\$3,167	\$3,167	\$3,167	\$3,167	\$3,167
61540 - Internet Service	-	-	\$4,000	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333
61600 - Telephone	-	-	\$12,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Total Utilities	-	-	\$152,750	\$12,729	\$12,729	\$12,729	\$12,729	\$12,729	\$12,729	\$12,729	\$12,729	\$12,729	\$12,729	\$12,729	\$12,729
Service Contracts															
62250 - Alarm System Contract	-	-	\$780	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65
62480 - Pest Control Contract	-	-	\$5,535	\$461	\$461	\$461	\$461	\$461	\$461	\$461	\$461	\$461	\$461	\$461	\$461
62630 - Water Treatment Contract	-	-	\$5,000	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417
62650 - Elevator Service Contract	-	-	\$20,850	\$1,738	\$1,738	\$1,738	\$1,738	\$1,738	\$1,738	\$1,738	\$1,738	\$1,738	\$1,738	\$1,738	\$1,738
62700 - Landscaping Contract	-	-	\$7,200	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600
62830 - Porter Service Contract	-	-	\$74,050	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171
Total Service Contracts	-	-	\$113,415	\$9,451	\$9,451	\$9,451	\$9,451	\$9,451	\$9,451	\$9,451	\$9,451	\$9,451	\$9,451	\$9,451	\$9,451
Repairs & Maintenance															
70000 - R&M - General	-	-	\$500	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42
72140 - R&M - Alarm Systems	-	-	\$500	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42
72200 - R&M - Fire Systems	-	-	\$22,500	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875
73500 - R&M - Garage	-	-	\$250	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21
73510 - R&M - Garage Cleaning	-	-	\$1,200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
73600 - R&M - Interior Window & Door Repairs	-	-	\$2,000	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167
74000 - R&M - Interior Maintenance	-	-	\$2,500	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208
75800 - R&M - Other Tools & Equipment	-	-	\$7,000	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583
76100 - R&M - Access Control Systems	-	-	\$8,000	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667
76120 - R&M - Locks & Keys	-	-	\$350	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29
76200 - R&M - Electrical	-	-	\$200	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17
76260 - R&M - Lighting	-	-	\$200	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17
76300 - R&M - Plumbing	-	-	\$2,000	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167
76400 - R&M - HVAC	-	-	\$3,875	\$323	\$323	\$323	\$323	\$323	\$323	\$323	\$323	\$323	\$323	\$323	\$323
76500 - R&M - Elevators	-	-	\$2,460	\$205	\$205	\$205	\$205	\$205	\$205	\$205	\$205	\$205	\$205	\$205	\$205
77200 - R&M - Fences & Walls	-	-	\$500	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42
77260 - R&M - Signage	-	-	\$200	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17

Midtown Edge Condominium Association

Budget

Fiscal Year: 2023

	Prior Actual	Actual YTD	Annual	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
77480 - R&M - Other Landscaping	-	-	\$500	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42
77600 - R&M - Irrigation	-	-	\$2,000	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167
78200 - R&M - Fitness Center & Equipment	-	-	\$1,600	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133
78340 - R&M - Pool Equipment	-	-	\$1,000	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83
78360 - R&M - Pool Supplies	-	-	\$5,500	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458
Total Repairs & Maintenance	-	-	\$64,835	\$5,403	\$5,403	\$5,403	\$5,403	\$5,403	\$5,403	\$5,403	\$5,403	\$5,403	\$5,403	\$5,403	\$5,403
Total Expense	-	-	\$885,920	\$73,827	\$73,827	\$73,827	\$73,827	\$73,827	\$73,827	\$73,827	\$73,827	\$73,827	\$73,827	\$73,827	\$73,827
Reserve Income															
41000 - Regular Assessments	-	-	\$79,025	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585
Total Income	-	-	\$79,025	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585
Total Income	-	-	\$79,025	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585	\$6,585

Midtown Edge Condominium Association

Condominium Declaration



**FIRST AMENDMENT
TO
CONDOMINIUM DECLARATION
THE EDGE-CONDOMINIUM**

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This First Amendment to Condominium Declaration The Edge-Condominium is made on November 3, 2008 at Houston, Harris County, Texas, by MIDTOWN EDGE, L.P., a Texas limited liability company ("Declarant"), whose mailing address is 4544 Post Oak Place, Suite 392, Houston, Texas 77027 and MIDTOWN EDGE OWNERS ASSOCIATION, INC., whose address is 300 St. Joseph Parkway, Houston, Texas 77002 ("Association").

RECITALS

1. Declarant caused to be recorded a Condominium Declaration The Edge Condominiums on February 23, 2007 as Instrument No. 20070114094, Film Code 198233 in the Condominium Records, Harris County, Texas ("Declaration").

2. Article 1, Section 1.02 of the Declaration defines the "Association" to mean MIDTOWN EDGE OWNERS ASSOCIATION, INC., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners of the Project.

3. Article 1, Section 1.15 defines the Project to mean the entire parcel of the "Property" described in Exhibit A and includes the land, all improvements and structures on the Property and all easements, rights and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. Exhibit "A", referred to herein, is attached hereto.

4. The purpose of this First Amendment is qualify the Project for approval of the "Federal Agencies" as defined herein.

5. Article 8, Section 8.01 (a) provides that the Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven (67) percent of the ownership interest in the Project. This Section further provides that no amendment shall be made to the Declaration without the prior consent of any mortgage holders holding a first lien priority mortgage lien on any of the Declarations' interest in the Project or Units.

6. Article 8, Section 8.01 (c) provides that any amendment shall be evidenced by a writing that is prepared, signed and acknowledged by the President or other officer designated by the Board to certify amendments. This Section further provides that the amendment shall be effective on filing in the office of the county clerk of Harris County, Texas.

7. Declarant, as the Owner of following Condominium Units, by his signature hereon, hereby consents to this First Amendment:

Condominium Units 101, 104, 105, 106, 107, 108, 111, 112, 118, 122, 123, 124, 126, 201, 203, 204, 206, 208, 209, 210, 211, 212, 216, 218, 220, 223, 224, 304, 305, 308, 312, 314, 318, 319, 320, 321, 323, 324, 404, 405, 408, 409, 411, 414, 418, 420, 423, and 426 delineated and defined in the Condominium Declaration of The Edge Condominiums, together with the survey plat, by-laws and exhibits attached thereto, recorded in Film Code No. 198233 of the Condominium Records of Harris County, Texas.

8. Declarant's ownership of the Condominium Units set forth herein constitute 46.50 % of the Condominium Units in the Project.

9. The consent of the owners of Condominium Units other than the Declarant and the consent of any mortgage holders holding a first lien priority mortgage lien on any of the Declarations' interest in the Project or Units required by Article 8, Section 8.01 (a) are included in the records of the Association.

10. Based on the foregoing, the Declaration is hereby amended as follows.

11. The following Section 1.18 *Federal Agencies*, is hereby added to ARTICLE 1:

"1.18. *Federal Agencies* shall mean and refer to: "FHA" (United States Department of Housing and Urban Development Federal Housing Administration), "VA" (United States Department of Veterans Affairs), "FHLMC" (Federal Home Loan Mortgage Corporation), "Fannie Mae" (Federal National Mortgage Association) and "Ginnie Mae" (Government National Mortgage Association)."

12. ARTICLE 3, Section 3.07 is hereby amended so that the following paragraph (f) is added thereto:

"(f) *Fidelity Bonds*. Fidelity bond coverage which names the Association as an obligee must be obtained by or on behalf of the Association for any person or entity handling funds of the Association, including, but not limited to, officers, directors, trustees, employees and agents of the Association and employees of the Manager of the Association, whether or not such Persons are compensated for their services, in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the Manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than the sum equal to one-fourth (1/4) of the Annual Assessments on all Condominiums in the Project, plus reserve funds."

13. ARTICLE 3, Section 3.07 is hereby amended so that the following paragraph (g) is added thereto:

"(g) *Availability.* The Association shall make available to Unit owners, lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the condominium, and other books, records and financial statements of the Association. The Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the condominium, and the most recent audited financial statement, if such is prepared. "Available" shall mean available for inspection upon request, during normal business hours or under reasonable circumstances. Upon written request from any of the federal agencies, the Association shall prepare and furnish within a reasonable time, an audited financial statement of the Association for the immediately preceding year."

14. ARTICLE 5, Section 4.08 is hereby amended so that the fourth sentence is revised to read as follows:

"Any assessment lien created or claimed hereunder shall be subject and subordinate to the rights of any holder of any duly recorded first mortgage upon such Unit made in good faith and of value as to assessments due and payable after the date of recordation of such first mortgage and prior to the date such first mortgagee acquires title to such Unit."

15. The following Section 6.02 *Termination*, is hereby added to ARTICLE 6:

6.02. *Termination.* Any action to terminate the legal status of the Project after either substantial destruction or condemnation must be approved by beneficiaries that represent fifty-one percent (51%) of the votes of Unit estates that are subject to mortgages.

16. The following paragraph (h) is hereby added to ARTICLE VII:

(h) Implied approval is assumed when a beneficiary fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, return receipt requested.

17. The following Section 8.02 *Beneficiary Approval*, is hereby added to ARTICLE 8:

8.02. *Beneficiary Approval*. Any amendment of a material adverse nature to mortgagees must be approved by beneficiaries that represent at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages.

18. The following paragraph (i) is hereby added to ARTICLE VII:

(i) The beneficiary and the guarantor of the beneficiary on any Unit in the Condominium Project shall be entitled to timely written notice of:

a. any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage;

b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds a mortgage;

c. A lapse, cancellation or material modification of any insurance policy maintained by the Association; and

d. Any proposed action that requires the consent of a specified percentage of mortgages.



BEVERLY KAUFMAN, COUNTY CLERK
201 CAROLINE, 3RD FLOOR • P.O. BOX 1525 • HOUSTON, TX 77251-1525 • 713/755-6411

DECLARATION AND PLATS FILED FOR CONDOMINIUM RECORDS

FILED

11/12/2008 1:20 PM

Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

File Number:

20080558638

Volume: 204 Page: 257

Name of Condominium: THE EDGE CONDOMINIUM FIRST AMENDMENT TO CONDOMINIUM
DECLARATION

Pages Required: Key Maps: 0

Records: 2

Recording Fee: \$ 20.00

*Priced by: Gabriel M. Herpin

*Checked by: Gabriel M. Herpin

Filed by: _____ Date: _____

Return To: PICKELNER, ROBERT
713-665-7000



20070114094
02/23/2007 RP2 \$90.00

CONDOMINIUM DECLARATION
THE EDGE-CONDOMINIUM

FILED

2007 FEB 23 PM 2: 10

STATE OF TEXAS }
 }
COUNTY OF HARRIS }

Beverly B. Ke...
COUNTY CLERK
HARRIS COUNTY, TEXAS

This Declaration is made on February 23, 2007, at Houston, Harris County, Texas, by MIDTOWN EDGE, L.P., a Texas limited liability company ("Declarant"), whose mailing address is 4544 Post Oak Place, Suite 392, Houston, Texas 77027.

RECITALS

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located in Houston, Harris County, Texas (the "Property"), more particularly described in Exhibit A, which is attached and incorporated by reference.

2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (TUCA), which is codified in Chapter 82 of the Property Code of the State of Texas.

3. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the project is MIDTOWN EDGE OWNERS ASSOCIATION, INC.

4. Declarant intends and desires to establish by this Declaration a plan of ownership for the Project. The plan consists of individual ownership of residential apartment units (the "Unit(s)") and other areas. The Project shall be divided into no more than 93 Units.

5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association is MIDTOWN EDGE OWNERS ASSOCIATION, INC..

6. The Units and other areas of the Project are more particularly described in Exhibits B and C, which are attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the "Common Elements"), which is also more particularly described in Exhibits B and C. Exhibits B and C also set forth the allocation to each Unit of (a) a fraction or percentage of undivided interests in the common elements of the condominium, (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein.

7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following

covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

ARTICLE 1

DEFINITIONS

Articles

1.01. *Articles* mean the Articles of Incorporation of the Association that are or shall be filed in the Office of the Secretary of State of the State of Texas.

Association

1.02. *Association* means MIDTOWN EDGE OWNERS ASSOCIATION, INC., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners in the Project.

Board

1.03. *Board* means the Board of Directors of the Association.

Bylaws

1.04. *Bylaws* mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

Condominium

1.05. *Condominium* means the separate ownership of single units in a multiple-unit structure or structures with common elements.

Common Elements

1.06. *Common Elements* mean all elements of the Project except the separately owned Units, and includes both general and limited common elements.

Declarant

1.07. *Declarant* means MIDTOWN EDGE, L.P., its successors and assigns.

Declaration

1.08. *Declaration* means this Declaration document and all that it contains.

General Common Elements

1.09. *General Common Elements* mean all the Common Elements except the Limited Common Elements.

Governing Instruments

1.10. *Governing Instruments* mean the Declaration, and the Articles of Incorporation and Bylaws of the Association.

Limited Common Elements

1.11. *Limited Common Elements* mean those listed in Section 82.052(2) and (4) of the Texas Property Code at the time of this Declaration.

Manager

1.12. *Manager* means the person or corporation, if any, appointed by the Board to manage the Project.

Owner(s)

1.13. *Owner(s)* means any person that owns a Unit within the Project.

Person

1.14. *Person* means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

Project

1.15. *Project* means the entire parcel or the Property described in Exhibit A, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium.

Rules

1.16. *Rules* mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

Unit

1.17. *Unit* means a physical portion of the condominium designated by Exhibits B and C for separate ownership and occupancy.

ARTICLE 2

THE PROPERTY

Property Subject to Declaration

2.01. All the real property described in Exhibit A to this Declaration, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property (referred to as the "Property") shall be subject to this Declaration.

Exclusive Ownership and Possession

2.02. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors, ceilings, and the exterior surfaces of balconies and terraces. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit.

Common Elements

2.03. Each Owner shall be entitled to an undivided interest in the Common Elements described in Exhibit D in the percentage expressed in Exhibit D. The percentage of the undivided interest of each Owner in the Common Elements, as expressed in Exhibit D, shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.

Limited Common Elements

2.04. The Limited Common Elements are reserved for the exclusive use of the Owners of the Units to which they are appurtenant.

Partition of Common Elements

2.05. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

Nonexclusive Easements

2.06. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

Other Easements

2.07. The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

Easements for Maintenance of Encroachments

2.08. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

ARTICLE 3

UNIT OWNERS ASSOCIATION

Association

3.01. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name MIDTOWN EDGE OWNERS ASSOCIATION, INC., is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws.

Membership

3.02. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

Voting Rights

3.03. Voting shall be on a unit basis. The Owner of each Unit is entitled to one (1) vote. If a Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

Membership Meetings

3.04. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

General Powers and Authority

3.05. The Association shall have all of the powers allowed by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.

(b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.

(d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:

(i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.

(ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

(iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.

(iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

(e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

(f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense, unless negligence of Owner caused the reason for entry.

Board of Directors and Officers of the Association

3.06. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers, which shall include a President, Treasurer, Secretary, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

Duties of the Association

3.07. In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

(a) Operation and maintenance of the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(b) Acquisition of and payment from the maintenance fund for the following:

(i) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units.

(ii) A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Units and Common Elements payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.

(iii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for any one person injured, \$2,000,000.00 for any one accident, and \$10,000,000.00 for property damage. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser amounts than those set forth in this Paragraph. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

(iv) A policy or policies of Directors and Officers coverage for the Association. Directors and Officers shall not be liable for errors in judgment in carrying out the business of the Association.

(v) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(vi) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.

(vii) Legal, management, and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.

(c) Preparation and distribution, on a regular basis, of financial statements to the Owners in accordance with the following:

(i) A pro forma operating statement for each fiscal year shall be distributed not later than the 1st day of March each year.

(ii) A balance sheet, as of an accounting date that is the last day of the accounting period closest in time to six months from the date of closing of the first sale of an Unit in the Project, and an operating statement for the period from the date of the first closing to the accounting date shall be distributed within 60 days after the accounting date.

(d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:

(i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.

(ii) Minutes of proceedings of Owners, Board of Directors, and Committees to which any authority of the Board of Directors has been delegated.

(iii) Record of the names and addresses of all Owners with voting rights.

(iv) Plans and specifications used to construct the Project.

(v) The condominium information statement given to all Owners by the Declarant before sale.

(vi) Voting records, proxies, and correspondence relating to declaration amendments.

(e) Arrangement for an annual independent auditor examination of all books and records of the Association.

Declarant's Control Period

3.08. Declarant shall have the power to appoint and remove officers and members of the Board until one hundred twenty (120) days after Declarant has conveyed seventy-five (75) percent of the Units in the Project to Owners other than Declarant, provided, however, that, not later than the

one hundred twentieth (120th) day after Declarant's conveyance of fifty (50) percent of the Units to Owners other than a Declarant, not less than one third of the Board members must be elected by Owners other than Declarant.

Powers Reserved to Declarant

3.09. Declarant reserves to itself the following powers:

- (a) The right to add real property to a condominium.
- (b) The right to create units, common elements, or limited common elements.
- (c) The right to subdivide or convert units into common elements or limited common elements.
- (d) The right to withdraw real property from a condominium.
- (e) Complete improvements indicated on plats and plans filed with the declaration.
- (f) Exercise any development right.
- (g) Make the condominium part of a larger condominium or a planned community.
- (h) Maintain sales, management, and leasing offices, signs advertising the condominium, and models.
- (i) Appoint or remove any officer or board member of the association during any declarant control period.
- (j) Use easements through the common elements for the purpose of making improvements within the condominium or within property that may be added to the condominium.

Powers and Duties of the Board of Directors

3.10. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:

- (a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.
- (b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.
- (c) Contracting for casualty, liability, and other insurance on behalf of the Association.
- (d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.
- (e) Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.
- (f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.

(g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.

(h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.

(i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

Limitations on Powers of Board of Directors

3.11. Notwithstanding the powers set forth in Paragraph 3.08 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in the Owners:

(a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of more than two (2) years' duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of 5 percent of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

ARTICLE 4

ASSESSMENTS

Covenant to Pay

4.01. The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to

the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance fund and/or a replacement reserve fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

Regular Assessments

4.02. Regular assessments shall be made in accordance with the following. Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to Unit Ownership Percentages. Each Owner is obligated to pay its assessments to the Board in equal monthly installments on or before the first day of each month.

Special Assessments

4.03. Special assessments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

Limitations on Assessments

4.04. The Board may not, without the approval of a majority of the voting power of the Association residing in Owners other than Declarant, impose a regular annual assessment per Unit that is more than 20 percent greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed 5 percent of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of the Association's Governing Instruments.

Commencement of Assessments

4.05. Regular assessments shall commence on the date of the closing of the sale of the first Unit in the Project. However, until Control Period as per 3.08 ends, Declarant pays no Regular Assessments but instead funds all Association deficits.

Liability for Assessments

4.06. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner or individual against whom the

assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

Payment of Assessments on Conveyance of Unit

4.07. On the sale or conveyance of an Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.

(b) Amounts due under mortgage instruments duly recorded.

Lien and Foreclosure for Delinquent Assessments

4.08. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens. Any assessment lien created or claimed hereunder shall be subject and subordinate to the rights of any holder of any duly recorded mortgage upon such Unit made in good faith and of value as to assessments due and payable after the date of recordation of such mortgage and prior to the date such mortgagee acquires title to such Unit. Except as expressly set forth herein, no lien created under the provisions of this Declaration shall in any way defeat, invalidate or impair the rights of any mortgagee under any such duly recorded mortgage unless such mortgagee thereunder shall expressly subordinate its interest, in writing, to such lien.

ARTICLE 5

RESTRICTIONS AND COVENANTS

General Restrictions on Use

5.01. The right of an Owner and the Owner's guests, family or tenants to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

(a) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that the Unit is not used for transient or hotel purposes, that the entire Unit is rented and not just one or more rooms, that the term of the lease is for a period of at least sixty (60) days and is subject to the Association's Governing Instruments and Rules, and that formal applications and acceptances will be made to and

received from the Board on all tenants prior to occupancy.

(b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.

(c) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, or other flammable liquids shall be stored in the Common Elements or in any Unit.

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board, except a sign advertising the property for sale, not exceeding 32 square inches. Any such sign must be in accord with Association Rules and Regulations.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the Rules and Regulations Section 10.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.

(h) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt such Rules.

(i) No Owner shall park any automobile or other motor vehicle in the Common Elements except in a space designated for the Owner by the Board.

(j) All backings of curtains, drapes, blinds or other window and door coverings facing outside must only be white in color.

Maintenance

5.02. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to

keep it in good condition and repair. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to the Owner's Unit.

Damage Liability

5.03. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, guests, or tenants.

Exemption

5.04. Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but is not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction activity.

ARTICLE 6

DAMAGE OR DESTRUCTION

Application of Insurance Proceeds

6.01. (a) If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 6.01(b) of this Declaration, shall be applied to reconstruct the Project, and the Association shall be responsible for any amounts required in excess of the insurance proceeds to complete the reconstruction or repair.

(b) Reconstruction shall not be compulsory if at least 80 percent of the vote of the Owners, which shall include the vote of each Owner of a unit or assigned limited common element that will not be rebuilt or repaired, is cast not to rebuild. If the Owners so vote to not rebuild any Unit, that Unit's allocated interests shall be automatically reallocated on the vote as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to Exhibit D of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit D of this Declaration.

Insufficient Insurance Proceeds

6.02. When reconstruction is required by the terms of Article 6.01 of this Declaration, but the insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds and reserves shall be considered a common expense that is subject to the Association's lien rights.

Obtaining Bids for Reconstruction

6.03. If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided by this Article 6.03. At such meeting, the Owners may, by a vote of not less than sixty-seven (67) percent of the votes present, elect to reject all of the bids or, by not less than fifty-one (51) percent of the votes present, elect to reject all the bids requiring amounts more than five hundred dollars (\$500) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

ARTICLE 7

RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

(a) Should any of the Association's Governing Instruments provide for a "right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to the following:

(i) To exercise the power of sale, foreclose, or take title to an Unit pursuant to the remedies provided in the deed of trust.

(ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.

(iii) To interfere with a subsequent sale or lease of an Unit so acquired by the beneficiary.

(b) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.

(c) Any beneficiary under a first deed of trust who obtains title to an Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

(d) Unless at least two thirds (2/3) of the beneficiaries under first deeds of trust or Owners other than Declarant, give their prior written approval, the Association shall not be entitled to the following:

(i) By act or omission, to seek to abandon or terminate the Project.

(ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:

(A) Levying assessments or charges.

(B) Allocating distributions of hazard insurance proceeds or condemnation awards.

(C) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.

(iii) To partition or subdivide any Unit.

(iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

(v) In case of loss to an Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

(e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.

(f) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to an Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

(g) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8

GENERAL PROVISIONS

Amendment

8.01. (a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven (67) percent of the ownership interests in the Project. Provided, however, until such time as Declarant has sold a Unit, Declarant may amend these Declarations from time to time. No amendment shall be made to this Declaration without the prior consent of any mortgagee holding a first lien priority mortgage lien on any of the Declarations' interests in the Project or Units.

(b) An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.

(c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Harris County, Texas.

Assignment of Collateral

8.02. The Declarant shall have the right to assign for collateral purposes its rights as the Declarant hereunder to a third party which holds a mortgage lien upon all or a portion of the Declarant's interest in the Project or Units or its rights hereunder. In the event of such an assignment, if the assignee thereof (or another party obtaining such rights as a result of a foreclosure or other transfer at the direction of the assignee following a default by the Declarant) succeeds (a "Successor Declarant") to the interests of the Declarant, then the Successor Declarant shall have no liability for any default or failure of the initial Declarant to have met its obligations hereunder, and such Successor Declarant shall be responsible only for the obligations of the Declarant which accrue from and after such transfer of rights to the Successor Declarant.

Nonwaiver of Remedies

8.03. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

Severability

8.04. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

Binding

8.05. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

Interpretation

8.06. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

Limitation of Liability

8.07. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

Fair Housing

8.08. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, or national origin.

Notices

8.09. (a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given with when delivered personally at the appropriate address set forth in Article 8.08(b) of this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 8.08(b) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice all Owners. Notices to the Manager shall be addressed to the address designated by the Manager. Notices to Declarant shall be addressed to 4544 Post Oak Place, Suite 392, Houston, Texas 77027.

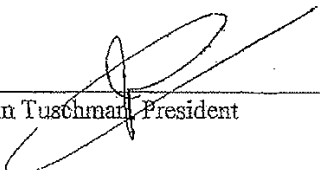
Number, Gender, and Headings

8.10. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

DECLARANT:

MIDTOWN EDGE, L.P.,
A Texas limited partnership

By: Its General Partner, FIDELITY
APARTMENT MANAGEMENT
COMPANY, a Texas corporation,
d/b/a Fidelity Management Company

By: 
John Tuschman, President

STATE OF TEXAS }
 }
COUNTY OF HARRIS }

This instrument was acknowledged before me on February 23rd, 2007 by John Tuschman, in his capacity as President of FIDELITY APARTMENT MANAGEMENT COMPANY, a Texas business corporation d/b/a Fidelity Management Company, General Partner of MIDTOWN EDGE, L.P., a Texas limited partnership, on behalf of said limited partnership.


NOTARY PUBLIC, STATE OF TEXAS

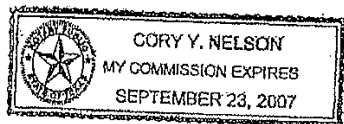


EXHIBIT "A"

Legal Description

FIELD NOTE DESCRIPTION OF 1.0761 ACRES (46,875 SQUARE FEET) OF LAND BEING UNRESTRICTED RESERVE A, THE EDGE, SECTION ONE, RECORDED IN FILM CODE No. 892287 HARRIS COUNTY MAP RECORDS, LOCATED IN THE OBEDIANCE SMITH SURVEY, ABSTRACT No. 696, CITY OF HOUSTON, HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a PK Nail with brass shiner found for the intersection of the northerly right-of-way line of Pierce Avenue (80-foot wide) and the easterly right-of-way line of Baldwin Street (80-foot wide) and being the westerly most corner of the Edge, section One;

THENCE, N 32°55'42" E along the easterly right-of-way line of Baldwin Street, common with the westerly line of the edge, Section One, a distance of 250.00 feet to a 5/8-inch iron rod with cap found for the northern most corner of both The Edge, Section One and the herein described tract, said point also being the intersection of the easterly right-of-way line of Baldwin Avenue and the southerly right-of-way line of St. Joseph Parkway (80-foot wide);

THENCE, S 57°04'18" E, along the northerly line of the Edge, Section One and the northerly line of Block Six, West End Addition, common with the southerly right-of-way line of St. Joseph Parkway, a distance of 250.00 feet to 5/8-inch iron rod found for the easterly most corner of both block six, West End Addition and the herein described tract, said point also being the intersection of the westerly right-of-way line of Bagby Street (80-foot wide) and the southerly right-of-way line of St. Joseph Parkway;

THENCE, S 32°55'42" W, along the easterly line of Block Six, West End Addition, common with the westerly right-of-way line of Bagby Street, a distance of 125.00 feet to a found iron rod with cap for a point for corner, said point being the easterly most corner of the Edge, Section One;

THENCE, N 57°04'18" W, along an interior line of the Edge, Section One, a distance of 125.00 feet to a found iron rod with cap for an interior corner of both the Edge, Section One and the herein described tract;

THENCE, S 32°55'42" W, a distance of 125.00 feet to a point for corner on the southern most corner of the herein described tract, said point being on the southerly line of the Edge, Section One, common with northerly line of Pierce Avenue;

THENCE, N 57°04'18" W, along the aforementioned common lines, a distance of 125.00 feet to the POINT OF BEGINNING and containing 1.0761 acres (46,875 square feet) of land.

EXHIBIT "B"

Plat or Plan of Property Including Unit Descriptions

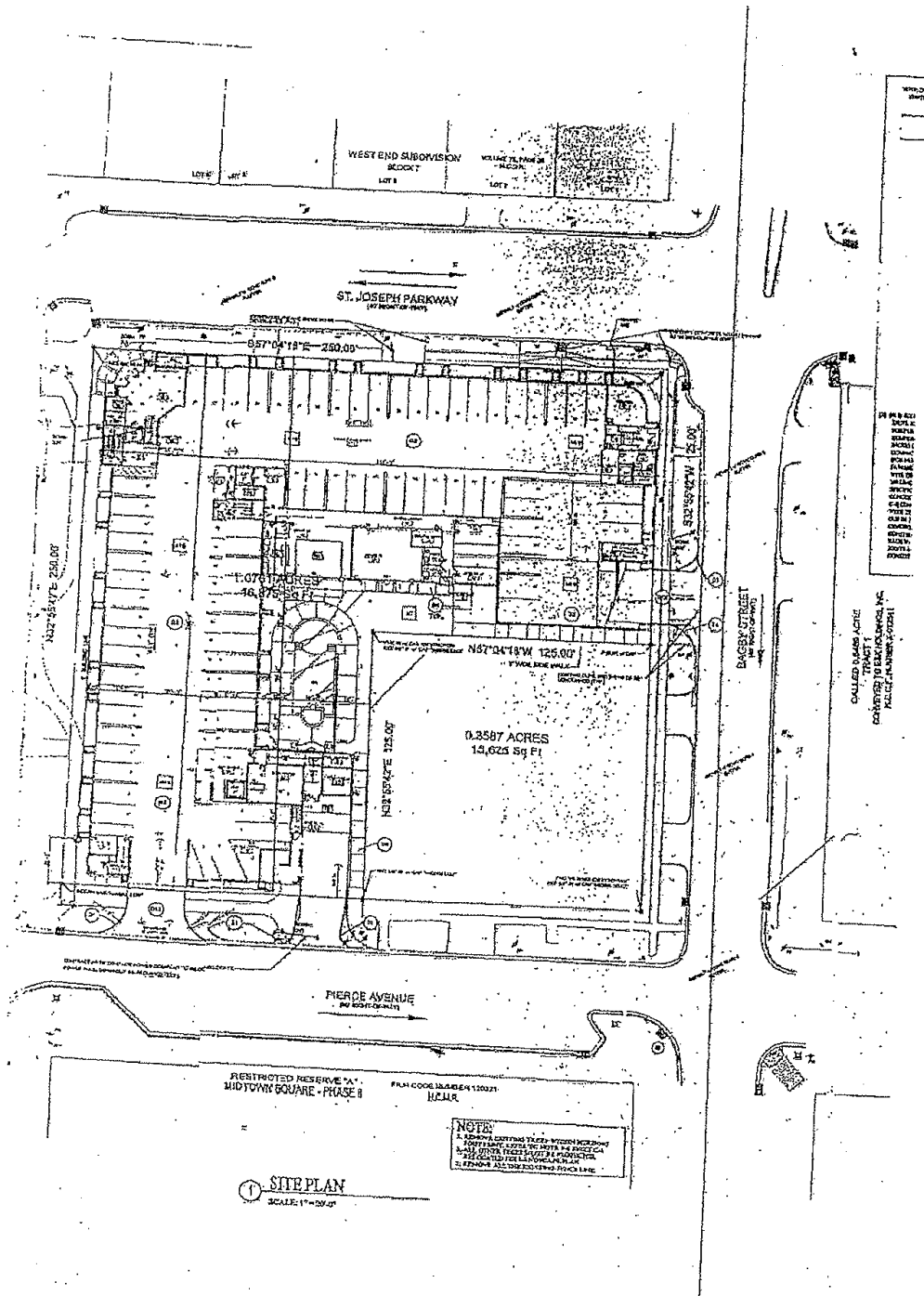
See attached Site Plan and accompanying Building Matrix legend for unit descriptions, which are also more particularly described on Exhibit "C".

OFF
BEVERLY S
COUNTY CLERK, HAS
CONDOMINIUM RECOR

FILM CODE 178

THE EDGE - CONDOMI
DECLAR

THIS IS PAGE 4
SCANNED



PL 13-04-04-10001
MIDTOWN SQUARE
PHASE II
RESTRICTED RESERVE "A"
MIDTOWN SQUARE - PHASE II
PLAN CODE 13-04-04-10001
R&MR

BUILDING MATRIX								
FLOOR	UNITS					PARKING		TOTALS
	TYPE A 1 BEDRM	TYPE B 1 BEDRM/ COOP	TYPE C 1 BEDRM/ STUDY	TYPE D 2 BEDRM	TYPE E 3 BEDRM/ STUDY	TYPE F 3-BEDRM	CARS	
4TH FLOOR UNIT LEVEL	1	--	2	13	2	3	--	21
3RD FLOOR UNIT LEVEL	4	3	2	13	2	--	--	24
2ND FLOOR UNIT LEVEL	4	3	2	13	2	--	--	24
1ST FLOOR UNIT LEVEL	4	3	2	13	2	--	--	24
UPPER LEVEL PARKING	--	--	--	--	--	--	78	--
LOWER LEVEL PARKING	--	--	--	--	--	--	78	--
TOTALS	13	3	8	52	8	3	156	93

KAS
CLERK

NUM

EXHIBIT "C"

Plat or Plan of Common Elements of the Property

General Common Elements of the Property include hallways, stairwells, and the front lobby. Limited Common Elements of the property include balconies. Both general and limited common elements are indicated on the following plans with a blank (or solid white) background

OFFICE OF
BEVERLY D. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

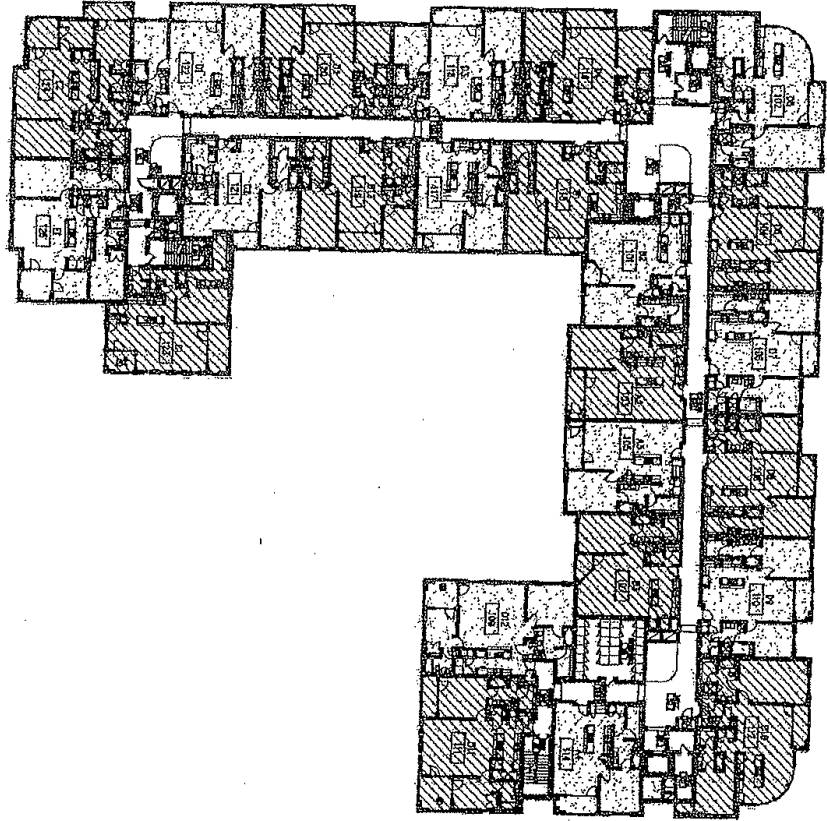
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FILM CODE _____

THE EDGE - CONDOMINIUM - CONDOMINIUM
DECLARATION

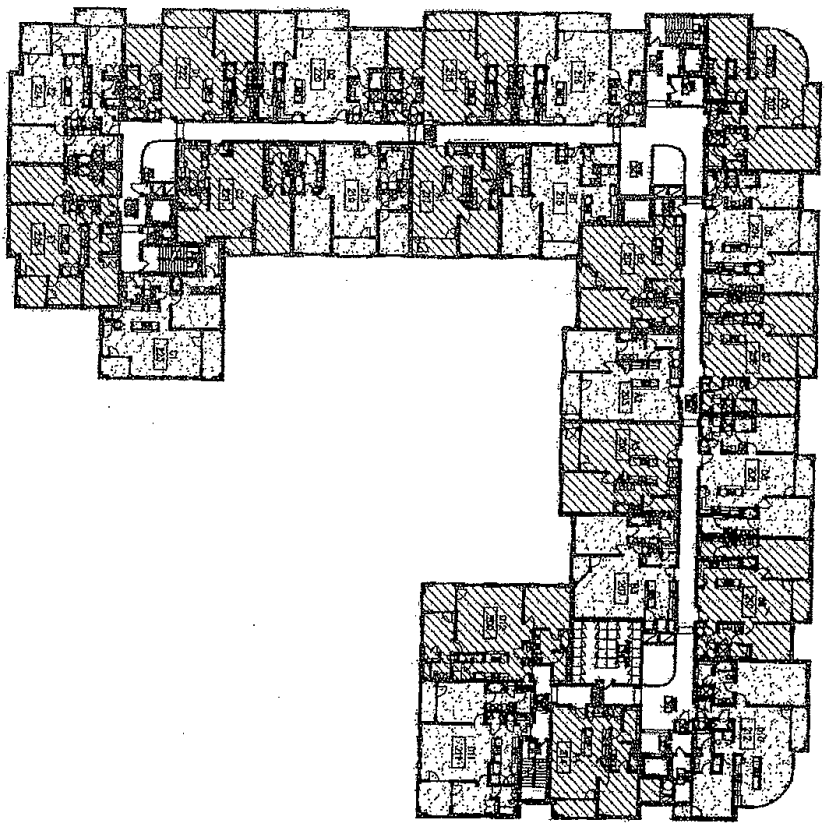
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SCANNER KSI-8504

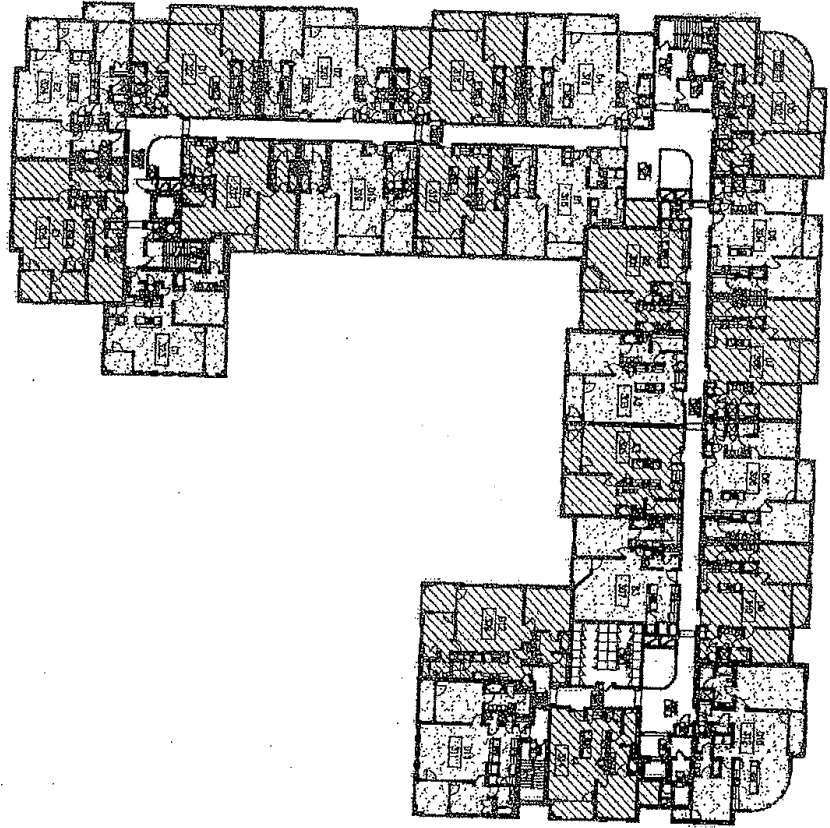


THE EDGE CONDOMINIUM
1ST LIVING LEVEL SIZE 3/8" = 1'-0"



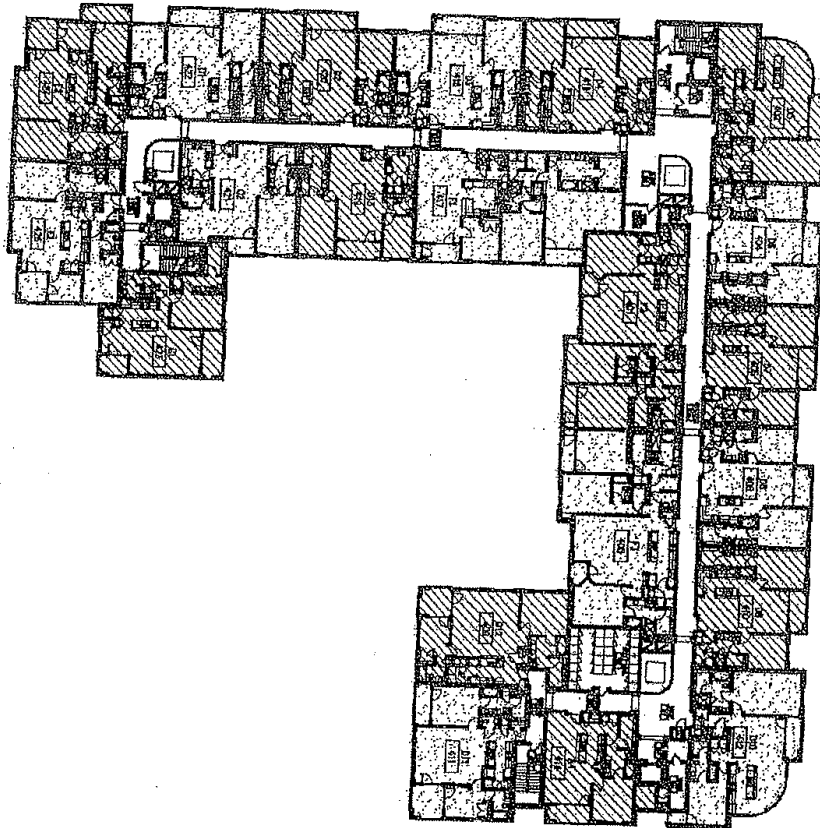


THE EDGE CONDOMINIUMS
2ND LIVING LEVEL SCALE 1/8" = 1'-0"



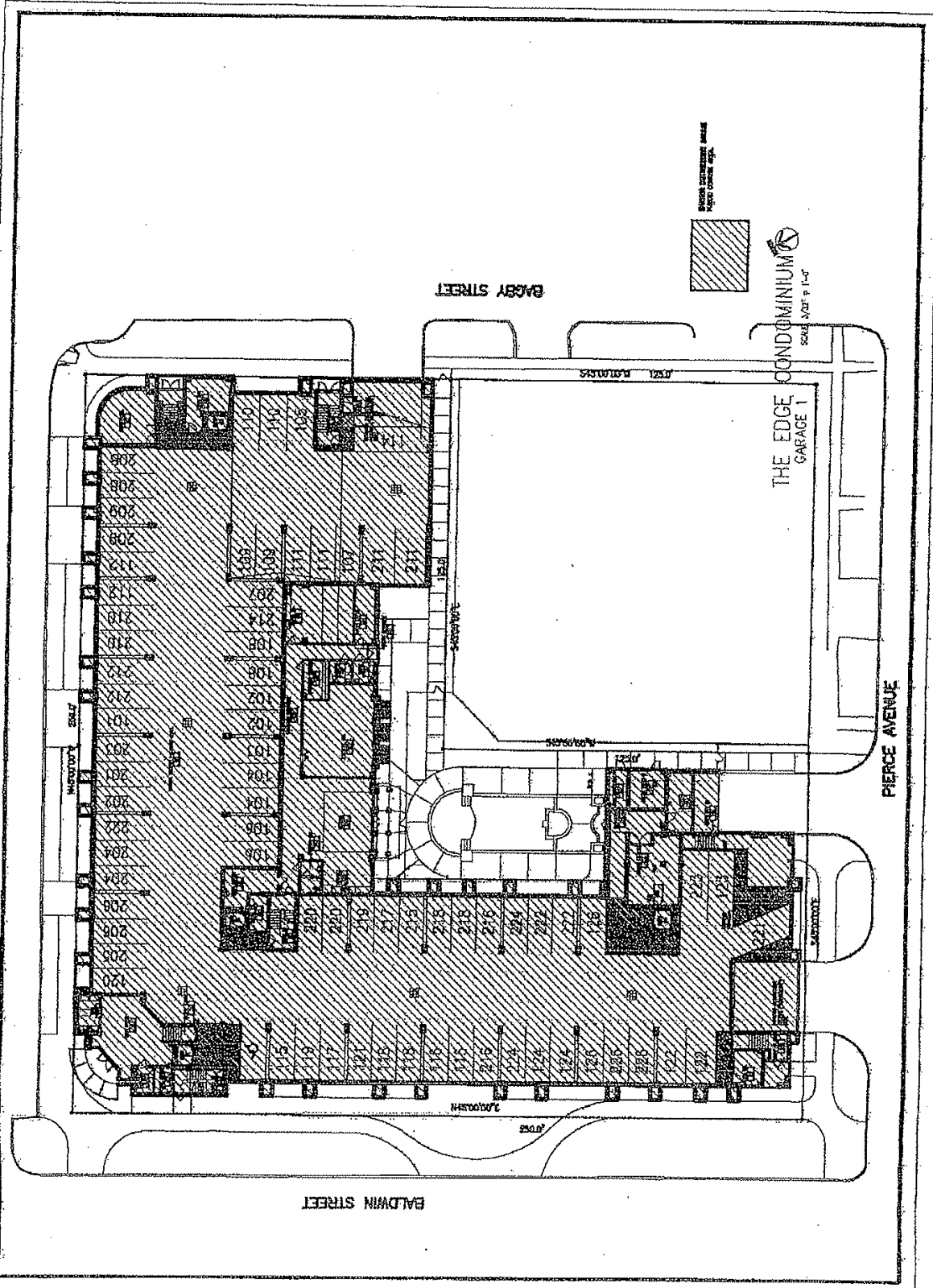
THE EDGE CONDOMINIUM
3RD LIVING LEVEL SCALE 1/8" = 1'-0"

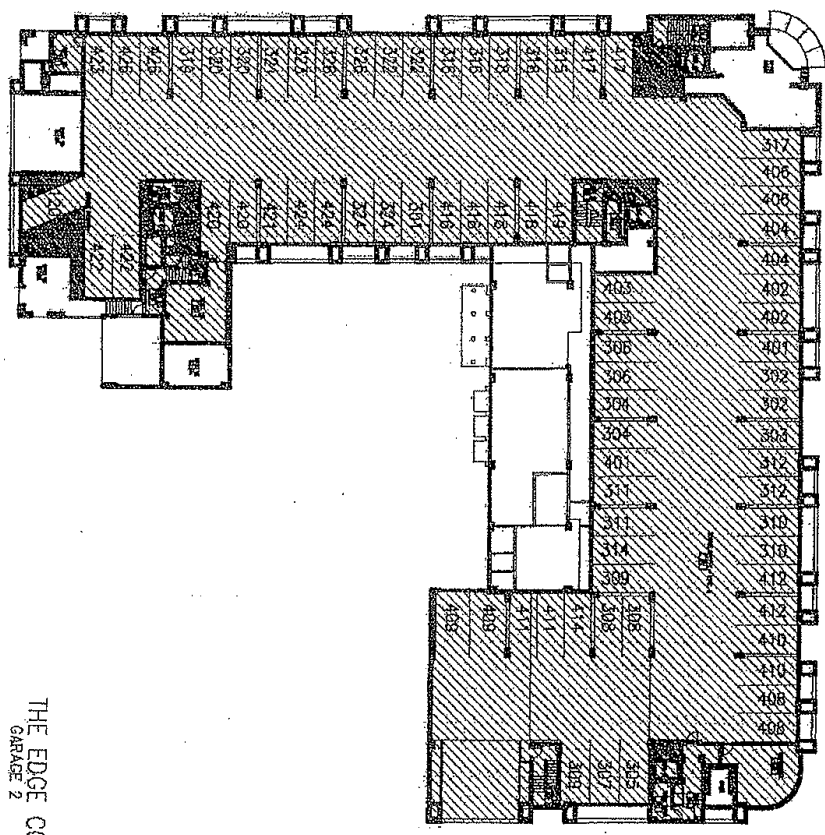




THE EDGE CONDOMINIUM
5TH LIVING LEVEL
Scale: 1/8" = 1'-0"







THE EDGE CONDOMINIUM
GARAGE 2
SCALE: 1/8" = 1'-0"



Midtown Edge Condominium Association

Insurance





EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
7/5/2023

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Alliant Insurance Services, Inc. 2000 West Loop South Ste 2150 Houston, TX 77027 License#: 0C36861		PHONE (A/C, No, Ext):		COMPANY NAME AND ADDRESS Landmark American Insurance Co		NAIC NO: 33138	
FAX (A/C, No):		E-MAIL ADDRESS: Commercial-CSR-1@alliant.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE:		SUB CODE:		POLICY TYPE Property			
AGENCY CUSTOMER ID #:		NAMED INSURED AND ADDRESS Midtown Edge Owners Association, Inc. c/o Worth Ross Management Co., Inc. 4144 North Central Expressway, Suite 580 Dallas TX 75204		LOAN NUMBER		POLICY NUMBER LHD933060	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 05/15/2023		EXPIRATION DATE 05/15/2024	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
300 St. Joseph Parkway, Houston, TX 77098 - 93 Units

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/>	SPECIAL		
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:	\$ 23,588,560						DED:25,000
	YES	NO	N/A				
<input checked="" type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> RENTAL VALUE	X						If YES, LIMIT: Policy Limit Actual Loss Sustained; # of months:
BLANKET COVERAGE		X					If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE		X					Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X				
IS DOMESTIC TERRORISM EXCLUDED?			X				
LIMITED FUNGUS COVERAGE	X						If YES, LIMIT: 15,000 DED:25,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X				
REPLACEMENT COST	X						
AGREED VALUE	X						
COINSURANCE		X					If YES, %
EQUIPMENT BREAKDOWN (If Applicable)	X						If YES, LIMIT: Policy Limit DED:5,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X						If YES, LIMIT: Policy Limit DED:25,000
- Demolition Costs	X						If YES, LIMIT: 1,000,000 DED:25,000
- Incr. Cost of Construction	X						If YES, LIMIT: 1,000,000 DED:25,000
EARTH MOVEMENT (If Applicable)		X					If YES, LIMIT: DED:
FLOOD (If Applicable)		X					If YES, LIMIT: DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X				If YES, LIMIT: 2,500,000 DED: See Attached
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X				If YES, LIMIT: 2,500,000 DED: See Attached
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X						

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE			
NAME AND ADDRESS			AUTHORIZED REPRESENTATIVE
For Information Purposes Only			

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Midtown Edge Owners Association, Inc. c/o Worth Ross Management Co., Inc. 4144 North Central Expressway, Suite 580 Dallas TX 75204	
POLICY NUMBER LHD933060		EFFECTIVE DATE: 05/15/2023	
CARRIER Landmark American Insurance Co	NAIC CODE 33138		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

REMARKS:

Excess Property (\$18,588,560 xs \$5,000,000) - Homeland Insurance Company of New York, NAIC# 34452, Policy #795022412, Effective 05/15/2023 - 05/15/2024

Equipment Breakdown - Travelers Property Casualty Company of America, NAIC#25674, Policy #8W174705, Effective 05/15/2023 - 05/15/2024

Wind/Hail/Named Storm - Underwriters at Lloyds of London, Policy #CTW006676, Effective 05/15/2023 - 05/15/2024

Deductibles:

Water Damage - \$500,000 Per Occurrence, subject to 3 Day (or 72 hour) waiting period

Named Storm - 5% of total insured values per location, subject to a minimum of \$100,000 per occurrence.

Wind/Hail - 2% of total insured values per location, subject to a minimum of \$100,000 per occurrence.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 2000 West Loop South Ste 2150 Houston TX 77027	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Commercial-CSR-1@alliant.com																					
License#: 0C36861 MIDTEDG-01	<table border="1" style="width: 100%;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : United States Liability Insura</td> <td>25895</td> </tr> <tr> <td colspan="2">INSURER B : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td colspan="2">INSURER C : PMA Insurance Group</td> <td>0</td> </tr> <tr> <td colspan="2">INSURER D : Ascot Specialty Insurance Comp</td> <td>45055</td> </tr> <tr> <td colspan="2">INSURER E : Ascot Insurance Company</td> <td>23752</td> </tr> <tr> <td colspan="3">INSURER F :</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : United States Liability Insura		25895	INSURER B : Greenwich Insurance Company		22322	INSURER C : PMA Insurance Group		0	INSURER D : Ascot Specialty Insurance Comp		45055	INSURER E : Ascot Insurance Company		23752	INSURER F :		
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INSURER D : Ascot Specialty Insurance Comp		45055																				
INSURER E : Ascot Insurance Company		23752																				
INSURER F :																						

COVERAGES CERTIFICATE NUMBER: 517411565 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			NPP1611174	5/15/2023	5/15/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 1,000,000	
								\$	
A	AUTOMOBILE LIABILITY			NPP1611174	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PP7496515	5/15/2023	5/15/2024	EACH OCCURRENCE	\$ 15,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 15,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			00348198	5/15/2023	5/15/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D	Crime/Fidelity			SFC00000071	5/15/2023	5/15/2024	Employee Dishonesty	1,000,000	
E	D&O			SFD00000170	5/15/2023	5/15/2024		1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Crime/Fidelity policy includes coverage for the Property Manager as an Insured.

CERTIFICATE HOLDER	CANCELLATION
For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Midtown Edge Condominium Association

Rules and Regulations



**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah B. Gerdes. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Midtown Edge Owners Association, Inc., a Texas non-profit corporation (the “Association”), and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto are the originals of, or a true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: **Rules and Regulations for Midtown Edge and Resolution Adopting Leases Application Fee, Security Deposit Fee, Rules Regarding Advertising Units for Lease & Levy of Fines for Short Term Rentals at Midtown Edge Owners Association, Inc.**

The documents attached hereto are subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1) Condominium Declaration The Edge-Condominium recorded on February 23, 2007 under Clerk’s File No. 20070114094 in the Official Public Records of Real Property of Harris County, Texas and under Film Code No. 198233 of the Condominium Records of Harris County, Texas.
- 2) First Amendment to Condominium Declaration The Edge Condominium recorded on November 12, 2008 under Clerk’s File No. 20080558638 in the Official Public Records of Real Property of Harris County, Texas and under Film Code No. 204257 of the Condominium Records of Harris County, Texas.

SIGNED on this the 5th day of February 2021.

RP-2021-65545



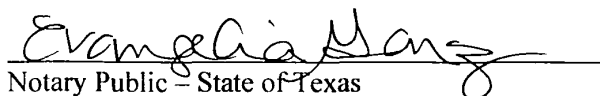
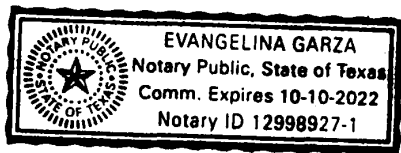
Printed Name: Sarah B. Gerdes
Attorney/ Agent for Midtown Edge Owners
Association, Inc.

VERIFICATION

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 5th day of February 2021.



Notary Public - State of Texas

RECORDED BY:

BSG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PK WY.
SUGAR LAND, TX 77479

RP-2021-65545

**RULES AND REGULATIONS FOR
Midtown Edge, a Residential Condominium
("Residential Condominium")**

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**PART I
GENERAL PROVISIONS GOVERNING
THE USE OF RESIDENCES AND RESIDENTIAL COMMON ELEMENTS**

**PART II
PROVISIONS GOVERNING COLLECTION AND FINING**

**ADOPTED BY
BOARD OF DIRECTORS
JANUARY 27, 2021**

RP-2021-65545

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PART I

GENERAL PROVISIONS

These Residential Rules and Regulations ("Residential Regulations") are established by the Board of Directors ("Board") of Midtown Edge Owners Association, Inc. effective as of insert date, pursuant to the rule-making and rule-enforcement authority granted to the Board of Directors.

These Residential Regulations are in addition to rules contained in the Master Declaration, Master Bylaws, Master Rules and Regulations, Residential Declaration and Residential Bylaws. In the event of a conflict among the Residential Governing Documents, the order of governing authority shall be as follows: the Master Declaration (highest), Master Articles, Master Bylaws, Master Rules and Regulations, Residential Declaration, Residential Articles, Residential Bylaws, and then these Residential Regulations (lowest). The Board of Directors is empowered to interpret, enforce, amend, and repeal these Residential Regulations.

A. DEFINITIONS

The following terms are defined for use in these Residential Regulations and those capitalized terms not expressly defined herein have the same meaning as defined in the Residential Declaration:

"Contractor." Any party performing construction, repair, remodeling or other services for the benefit of a Residence Owner.

"Occupancy", "Occupy", "Occupied or "Occupying." Occupancy of a Residence in excess of 30 continuous days or 60 days in any consecutive 12-month period.

"Posted Rules." Rules and signs posted by the Residential Association at any time on the Residential Property from time to time.

"Residential Association." Midtown Edge Owners Association, Inc. and the Residential Manager, to the extent the Residential Association has delegated any right or duty to such Residential Manager.

"Residential Governing Documents." Individually and collectively, the Act, Master Declaration, Master Articles, Master Bylaws, Master Rules and Regulations, Residential Declaration, Residential Articles, Residential Bylaws and the Residential Regulations.

"Residential Manager" or "Residential Management Office." Includes the management staff in the Residential Condominium's management office who are employees of the Residential Association or its managing agent.

"Residence Owner." The Residence Owner of each Residence and any other persons Occupying, using, visiting, or otherwise on the Residential Property at the direction or invitation (express or implied) of such Residence Owner (including the Residence Owner's family, invitees, Residential Tenants, visitors, servants, agents, representatives and licensees).

"Residential Regulations." These rules and regulations, Posted Rules and Temporary Rules.

"Temporary Rules," Notices communicated to the Residence Owners by the Residential Association from time to time or at any time which rules are seasonal or temporary in nature or notices of change affecting the use of the Residential Property.

B. COMPLIANCE

1. Compliance. Each Residence Owner shall comply with the provisions of the Residential Governing Documents and any other policies or regulations adopted by the Board of Directors to supplement the Residential Governing Documents, as any of these may be revised from time to time. Additionally, each Residence Owner shall be responsible for ensuring compliance with the Residential Governing Documents by all persons using or occupying such Residence Owner's Residence. If a Rule requires or prohibits conduct by a "Residence Owner" or "Residential Tenant," each of those terms shall be deemed to include the other, and applies to all persons for whom a Residence Owner or Residential Tenant is responsible.

2. Additional Rules. Each Residence Owner must comply with the Posted Rules and the Temporary Rules. The Posted Rules and the Temporary Rules are incorporated into these Regulations by reference.

3. Waiver. Circumstances may warrant waiver or variance of these Regulations. To obtain a waiver or variance, a Residence Owner must make written application to the Board of Directors. The Board of Directors will consider such request and respond to the Residence Owner in accordance with the Residential Governing Documents. If the application is approved, the waiver or variance must be in writing, and may be conditioned or otherwise limited.

4. Right to Enforce. The Residential Association has the right to enforce these Regulations against any person on the Property.

C. OBLIGATIONS OF RESIDENCE OWNERS

1. Safety. Each Residence Owner is solely responsible for such Residence Owner's own safety and for the safety, well-being and supervision of such Residence Owner's guests and any person at the Residential Condominium to whom the Residence Owner has a duty of due care, control, or custody.

2. Residence Key. Each Residence Owner will provide the Residential Association with a set of all keys required to enter such Residence Owner's Residence and Residential Storage Space, if applicable, through the front door, and will provide replacement keys to the Residential Association each time a lock on the Residence is changed. The Residential Association assumes no liability related to possession of the keys, beyond reasonable and prudent care to safeguard them.

3. Damage. A Residence Owner is responsible for any loss or damages the Residence Owner causes to its own Residence, other Residences, the Residential Common Elements or the personal property of other Residence Owners.

4. Insurance. A Residence Owner assumes full risk and sole responsibility for placing such Residence Owner's personal property in or on the Residential Property. Each Residence Owner is solely responsible for insuring such Residence Owner's personal property on the Residential Property. The Residential Association recommends that all Residence Owners and Residential Tenants purchase and maintain appropriate insurance coverage on their personal belongings, vehicles and Residences.

5. Risk Management. A Residence Owner may not permit anything to be done or kept in its Residence, Residential Storage Space, Residential Parking Space or the Residential Common Elements that is illegal or that may result in the cancellation or increase in any insurance premiums paid by the Master Association, Residential Association or any other Residence Owner in connection with the Residential Property.

6. Reimbursement for Enforcement. Each Residence Owner shall promptly reimburse the Residential Association on demand for any expense incurred by the Residential Association to enforce the Residential Governing Documents against such Residence Owner or its Residence.

7. Reimbursement for Damage. Each Residence Owner shall promptly reimburse the Residential Association on demand for the cost of damage caused by the accidental or willful conduct or omission of such Residence Owner.

8. Certain Sales Prohibited. Without the Residential Association's prior written permission, a Residence Owner may not conduct or permit a Residential Tenant to conduct on the Residential Property a sale or activity that is advertised to the public as an "estate sale," "yard sale," "garage sale," "bankruptcy sale," "fire sale," or any sale in connection with "going out of business," "inventory reduction," "moving to a new location," or post any signage on the windows or exterior of the premises that sends a similar message. It is the intent of this section to prevent any Residence Owner or its Residential Tenant from conducting its business in any manner that would give the public the impression that it is about to cease operation, and the Residential Association shall be the sole judge as to what shall constitute a "distress-type" sale. This section does not apply to marketing the sale or rental of a Residence, unless combined with a prohibited activity.

D. OCCUPANCY STANDARDS

1. Number of Occupants. Subject to any exception for familial status under any applicable fair housing law, no more than two persons may occupy any one-bedroom Residence, no more than four persons may occupy any two-bedroom Residence, and no more than five persons may occupy any three-bedroom Residence.

2. Familial Status. The Residential Association's occupancy standard for Residence Owners or Residential Tenants who qualify for the familial status protection under any applicable fair housing law is a maximum of two persons per bedroom with the exception of a small child under the age of three.

3. Minors. No person under the age of 18 years of age may Occupy a Residence unless such Occupancy is with a Residence Owner or Residential Tenant who is a parent, legal guardian, or designee in writing of such minor's parent or legal guardian. A Residence Owner must provide satisfactory proof of the ages and relationships among the Occupants of such Residence Owner's Residence upon request of the Residential Association.

4. Danger. No Residence may be Occupied by a person who constitutes a threat to the health or safety of other persons, or whose Occupancy could result in substantial physical damage to the property of others.

E. LEASES

1. Term and Conditions of Lease. Except for those Units owned and leased by Declarant, an entire Unit (but not less than an entire Unit) may be leased for private residential purposes only and may not be leased for a term of less than sixty (60) days. A Unit may not be leased for hotel or transient purposes.

2. Application and fees: Any owner who wishes to lease a unit must first obtain written approval from the Board of Directors. In order to obtain such approval, an Owner must pay to the Board of Directors or the Managing Agent a non-refundable application fee set by the Board of Directors and submit an application form in a form substantially similar to the Attachment (B) at least twelve days before the start of each lease.

3. Security Deposit. Resident Owners on execution hereof must pay to the Board of Directors or Managing Agent a security deposit of a fee set by the Board of Directors at least ten days before the start of each lease. The security deposit shall be refund at the end of the lease agreement if not damage to the property.

4. Written Leases. Each lease of a Unit must be in writing, fully executed and, except for leases entered into by Declarant, in a form substantially similar to the form attached as Attachment (A) to these Regulations. At least ten days before the start of each lease term, the Owner will provide the Association with: (a) a copy of the lease and (b) information about the Tenant(s) in a form acceptable to the Association. As soon as practical after its receipt thereof, the Owner must notify the Association of any changes in Tenant information during the lease term.

5. Subject to Documents. The mere execution of the lease for a Unit or occupancy (for any period of time) subjects a Tenant to all pertinent provisions of the Governing Documents to the same extent as if Tenant were an Owner; provided that notwithstanding the foregoing or any provision of the lease between Owner and its Tenant, Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The Owner is responsible for providing such Owner's Tenant with the Governing Documents and notifying the Tenant of any changes. The Association may send notices of violations by a Tenant to both the Tenant and to the Owner of the Unit occupied by the Tenant. Whether or not it is so stated in the lease, a Tenant's violation of the Governing Documents is deemed to be a material default of the lease for which Owner has all available remedies at law or equity.

6. Landlord Owners. Owners of Tenant-occupied Units are advised to stay informed of and to comply with federal and state laws and local ordinances regulating residential rental properties and relations between landlords and Tenants. The Association has no duty to notify Owners about landlord/tenant laws and ordinances.

7. Tenant Communications. Owners shall instruct their Tenants to channel all communications (including non-emergency repair requests) through the Owner. Owners will further instruct their Tenants that any repairs to a Unit by the Tenant or Owner must have the prior written consent of the Association so that no warranties on any component of the Condominium are voided. Nonetheless, the Association shall not be responsible for the management or repair of any Unit.

8. Advertising Units: Rentals for less than sixty (60) days through HomeAway, Airbnb, VRBO and other similar companies in which city/state Hotel Occupancy Taxes must be paid are strictly prohibited.

F. RESIDENTIAL PARKING SPACES AND RESIDENTIAL STORAGE SPACES

1. Parking. No vehicle of a guest may be parked in a space that is not assigned to the unit. No vehicle belonging to an Owner, a member of an Owner's family, or a guest, tenant, or employee of an Owner shall be parked in a manner as to impede or prevent ready access to any entrance to or exit from the Property by another vehicle.

2. Storage. Each unit shall have one storage assigned within its floor. The Board of Directors or the Managing Agent may from time to time curtail or relocate any space devoted to the storage or services purposes in the project.

G. GENERAL USE AND MAINTENANCE OF RESIDENCE

1. Use. Except for those Residences owned by Residential Declarant, each Residence must be used solely for private residential use, and may not be used for any commercial or business purposes. This restriction does not prohibit a Residence Owner from using the Residence for personal, business, or professional purposes, provided that: (a) such use is incidental to the Residence's residential use; (b) such use conforms to all applicable Legal Requirements; (c) there is no external evidence of such use; and (d) such use does not entail excessive visits to the Residence by the public, employees, suppliers, or clients. Each Residential Parking Space shall be used solely for parking of automobiles by a Residence Owner or its Residential Tenant, and each Residential Storage Space shall be used solely for storage purposes by a Residence Owner or its Residential Tenant. The use of all Residences shall be in accordance with the Residential Governing Documents.

2. Annoyance. A Residence Owner may not use a Residence in a way that: (a) a reasonable Residence Owner would consider annoying (b) reduces the desirability of the Residential Condominium as a residential community; (c) endangers the health or safety of other Residence Owners; or (d) violates any law or any provision of the Residential Governing Documents.

3. Right of Entry. The Residential Association may enter a Residence or Residential Storage Space in case of an emergency originating in or threatening the Residence or Residential Storage Space, whether or not the Residence Owner is present at the time. This right of entry may be exercised by the Residential Manager, directors, officers, agents, and employees, and by all police officers, firefighters, and other emergency personnel in the performance of their respective duties. Also, the Residential Association may enter a Residence or Residential Storage Space to perform installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Residences, Residential Storage Spaces or the Residential Common Elements; provided that, if possible, requests for any entry shall be made in advance and at a time convenient to the Residence Owner. In case of an emergency, the right of entry is immediate and if the Residence Owner has failed to provide a door key or refuses to provide entry, the Residence Owner is liable for the cost of repairs to the Residence, Residential Storage Space or Residential Common Elements caused by the Residential Association's chosen method of access under such circumstances.

4. Pest Inspection. On giving twenty-four (24) hours notice to the Owner, the agents of the Board of Directors and any contractor or workman authorize by the Board of Directors and any contractor or workman authorized by the Board of Directors may enter any room or Unit in the Project at any reasonable hour of the day for the purpose of inspecting the Unit for the presence

of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects, or other pests.

5. Maintenance. Each Residence Owner, at such Residence Owner's sole cost and expense, will maintain its Residence in accordance with the Residential Maintenance Standard outlined at 5.02 of the Declaration, and shall keep it in good repair at all times; provided, however, that any work to be performed by a party not the Residence Owner shall require an executed copy of an agreement substantially in the form attached as Attachment D to be provided to the Residential Association.

6. Balcony Areas. Each Residence Owner shall maintain its Balcony Area in a clean manner at all times. Each Residence Owner will take care that the cleaning of its Balcony Area does not annoy or inconvenience other Residence Owners. A Balcony Area may not be enclosed or used for storage purposes. Open post balcony railings may not be closed or screened with wire, mesh, or other material. In addition, the weights of items such as hanging plants are not allowed on balconies. If the Residential Association determines that a Balcony Area is unsightly (including the need for any cleaning of windows or doors) or that any hanging items or patio furniture poses a safety risk to anyone on the Residential Property, the Residential Association may give the Residence Owner notice of such condition and a reasonable time period in which to correct it, after which the Residential Association may take corrective action at the Residence Owner's expense.

7. Prohibition of Outdoor Cooking or Heating Equipment. The use of outdoor cooking or heating equipment is prohibited anywhere on the Residential Property, including charcoal grills, electric or gas grills and hibachis with the exception of the community grills located at the pool area.

8. Stoves. Each Residence Owner, at its own expense, shall keep the ventilation hood above the stove or range in its Residence clean and in operating condition.

9. Glass. Each Residence Owner, at such Residence Owner's expense, must promptly repair and replace any broken or cracked glass in the windows and doors of its Residence. Replacement windows must conform to the windows that are standard in the Improvements or be approved in writing prior to installation by the Residential Association. The Residential Association and/or Master Association reserve the right to replace any broken or cracked exterior windows of the Building on behalf of a Residence Owner, at such Residence Owner's sole expense, to ensure proper installation.

10. Combustibles. Except those retail products sold for exclusive use as household cleaning products, a Residence Owner may not store or maintain explosives or other combustible materials anywhere on the Residential Property, including within a Residence.

11. Water Problems. A Residence Owner is responsible for water damage to Residential Common Elements and other Residences which is caused by water emanating from the homeowners Residence, including leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers, and clothes washers. In case of continuous water overflow, the Residence Owner should immediately turn off water and turn the shut-off valves, e.g. behind the toilet or under the sink, to "Off" position. All instances of flooding or water damage must be reported to the Residential Association immediately.

12. Water Outlets. Water closets and other apparatus in the Project shall not be used for any purpose other than those for which they were designed. No sweepings, rubbish, rags, or any other articles shall be thrown into the water closets or other water apparatus. Any damage

resulting from misuse of any water closet or other apparatus in a Unit shall be repaired and paid for by the Owner of the Unit.

13. Water Cut-Off. Except in the case of an emergency, no person may interfere with or interrupt the Residential Property's water lines, including water lines to an individual Residence, without the prior knowledge and cooperation of the Residential Association. A Residence Owner who requires a water cutoff for the purpose of remodeling shall submit a written request to the Residential Manager at least five days prior to the requested water cut-off. All instances of flooding or water damage must be reported to the Residential Association immediately.

14. Report Malfunctions. A Residence Owner shall immediately upon discovery, report any leak, break, or malfunction in any portion of the Residential Property to the Residential Association, which the Residential Association has a duty to maintain. A Residence Owner who fails to promptly report a problem may be deemed negligent and may be liable for any additional damage caused by the delay.

15. Cable. A Residence Owner who subscribes directly to cable service is solely responsible for the cost and maintenance of the subscription and the appurtenant equipment; provided that no antennas or satellite dishes may be installed. A Residence Owner who obtains cable service through the Residential Association (in the event the Residential Association were to provide such service, at its sole discretion) is responsible for the proper use, maintenance, and return of cable connections or equipment. No additional exterior cable lines may be connected to the Residence.

16. Utilities. A Residence Owner will conserve the use of utilities furnished through the Residential Association, including water consumption within its Residence.

17. No Right to Vent or Cut Into, Chases, etc. Notwithstanding any provision hereof to the contrary, under no circumstances whatsoever, may any Residence Owner, directly or indirectly, vent or cut into any chute, duct, conduit or vertical chase or any plumbing that serves a Residence.

18. Signage; Advertising. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of a Residence or on any Residential Common Element whatsoever, without the prior written consent of the Residential Association.

19. Electric Equipment. All radio, television, and other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, and recommendations of the local fire authorities and the insurance underwriters of the Project. The Owner shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in the Owner's Unit.

20. Electrical and Plumbing Facilities. Residence Owners shall not overload existing electrical circuits and plumbing facilities in its Residence.

21. Antennas. The Residential Association and Residential Manager shall prohibit the installation or use of antennas used to receive video programming. The Residential Association provides basic cable to all the units through Comcast Bulk Services included in the regular monthly assessment. Comcast premium channel upgrades shall be available to all the unit upon request and with an additional charge.

22. Window Air Conditioning Residences. No window heating or air conditioning unit shall be installed within any Residence or Residential Common Element.

23. Infestation. No Residence Owner shall permit or suffer the infestation of its Residence by pests, insects, rodents, or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the Residential Association as soon as the Residence Owner is aware of same, will render such Residence Owner liable for all costs and expenses incurred in having to eradicate such infestation.

24. Compliance with Laws. EACH RESIDENCE OWNER SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL LEGAL REQUIREMENTS WITH RESPECT TO THE OCCUPANCY AND USE OF A RESIDENCE.

H. GENERAL USE AND MAINTENANCE OF RESIDENTIAL COMMON ELEMENTS

1. Intended Use. Each area on the Residential Property may be used only for its intended and obvious purpose. For example, walkways, stairways, sidewalks, elevators, and driveways are used exclusively for purposes of access and emergency egress, not for social congregation or recreation.

2. Obstructions. The sidewalks, entrances, passages, courts, public halls, elevators, vestibules, corridors, and stairways of the Project shall not be obstructed or used for any other purpose than ingress to and egress from the Units in the Project. Fire exits shall not be obstructed in any manner.

3. Access Cards. Admittance to the garage and buildings may require use of a remote controlled gate opener or coded access card (collectively, "Access Card"), in which case an appropriate Access Card will be issued to Owners through the Residential Management Office. To obtain an Access Card, an Owner must provide the Residential Manager with evidence of ownership of a Residence. Access Cards are personal to the person to whom they are issued, and may not be transferred or assigned except to Residential Tenants. Any person in possession of an Access Card shall, upon request of the Residential Association, produce a valid driver's license or other picture identification. An Access Card found in the possession of a person to whom it is not issued will be confiscated. Replacement of a lost or confiscated Access Card, or the purchase of an additional Access Card, requires payment of a fee set by the Residential Board of Directors. The Residential Management Office shall issue no more than two Access Cards per Residence without the special consent of the Residential Board of Directors.

4. Limited Recreation Areas. The Facilities described in these Residential Regulations are the only recreational facilities at the Residential Condominium. No other portions of the Residential Common Elements may be used for recreation, sports, exercise, or play.

5. Hallways. No item or object of any type, may be stored, placed, or maintained anywhere on the Residential Common Elements or within the Master Common Elements, including hallways and stairwells, except as authorized by the Residential Association or with the Residential Association's prior written consent. A Residence Owner may not customize the exterior of such Residence Owner's front door. Items of personal property found on Residential Common Elements or Master Common Elements are deemed abandoned and may be disposed of by the Residential Association or the Residential Manager.

6. Use of Common Elements by Children. Children shall not play in the halls, elevators, vestibules, stairways, or any of the exterior landscaped areas

7. Lightweight Vehicles. No bicycles, scooters, motorcycles, or similar vehicles shall be taken into or from the Project through the main entrance or be allowed in any of the elevators other than the service elevator. No baby carriages or any of the vehicles mentioned above shall be allowed to stand in the public halls, passageways, courts or other public areas of the Project.

8. Balcony Areas. Although items or objects such as furniture, and decorative items may be placed on the Balcony Areas, the Residential Association or Residential Manager reserves the right to determine whether a Balcony Area is unsightly or cluttered, and may at their sole discretion request the removal of such items. Holiday decorations are permitted only if properly secured and only between the dates of November 15th to January 15th. A Residence Owner who does not remove such items in a reasonably timely manner may be subject to the disposal of such items by the Residential Association, provided that neither the Residential Association nor Residential Manager shall be liable for any claims or losses by an Residence Owner arising from the entry of its Residence by the Residential Association or Residential Manager and the disposal of such items in the Balcony Area appurtenant thereto.

9. Use of Elevators. The Residential Association may designate one of the Residential Condominium's elevators for use as a casual (service) elevator to be used by residents: (a) carrying parcels or, (b) bags or moving any item.

10. Use of the roof. Owners, their families, guests, servants, employees, agents, visitors, and licensees shall not at any time or for any reason whatsoever enter on or attempt to enter on the roof of the Project.

11. Fire and Safety. No person may use, tamper with, pry open, or modify any fire or safety equipment on the Residential Property, including alarms, extinguishers, monitors, and self-closing doors. All Residence Owners shall be responsible for reporting damaged or missing sprinkler heads or smoke detectors within its Residence to the Residential Association or Residential Manager.

12. Landscaping. No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on or within the Residential Common Elements, or place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Residential Common Elements, without the prior written consent of the Residential Association. Digging, planting, pruning, and climbing in any landscaped areas are expressly prohibited. The EDGE landscaping beautification committee is exempt from obtaining written consent of the board.

13. Clotheslines. No hanging or drying of clothes shall be allowed on (or within) any portion of the Residential Common Elements, and no pulley clothesline or similar device shall be affixed to or used in connection with any Residence or Residential Common Element.

14. Waste Disposal; Plumbing Damage. No one shall place, leave or permit to be placed or left in or upon the Residential Common Elements any waste, debris, refuse or garbage except in the areas designated by the Residential Association or the Residential Manager as a central garbage depository, and only on those days and times as are designated by the Residential Association or the Residential Manager from time to time. Water shall not be left running unless in actual use; and no waste, garbage, rubbish, or noxious or unusual substances

shall be disposed into any toilet, sink or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the Residence Owner causing such damage.

I. COMMUNITY ETIQUETTE

1. Courtesy. Each Residence Owner will endeavor to use its Residence and the Residential Common Elements in a manner calculated to respect the rights and privileges of other Residence Owners. Each Residence Owner will refrain from conduct that may reasonably be expected to inconvenience, embarrass, or offend the average Residence Owner in the Residential Condominium.

2. Visitors. Visitors to Residences may be required to register at the lobby desk and each Residence Owner is responsible for guests' compliance with the Residential Regulations.

3. Code of Conduct. Residence Owners will conduct themselves in a civil manner when dealing with the Residential Association's officers, directors, committee members, Residential Manager, employees, contractors, agents, and other Residence Owners. In return, the Residence Owners are due the same courtesy and civility. The following actions are expressly prohibited: (a) verbal abuse; (b) insults and derogatory name-calling; (c) cursing; (d) aggressive or threatening behavior; (e) hostile touching or physical contact; (f) sexual harassment; (g) posting correspondence on the doors of directors and officers; and (h) phone calls that are designed, by their tone, time, or frequency, to harass or intimidate. No person has the right to abuse another or the duty to tolerate abuse.

4. Residential Association Employees. Residence Owners may not instruct, direct, or supervise the Residential Association's or Residential Manager's employees and agents, unless directed to do so by the Residential Board of Directors. Residence Owners may not interfere with the performance of duties by Residential Association employees and will refrain from monopolizing the time or attention of Residential Association employees.

5. Use of Condominium Employees. No occupant of the Project shall engage any employee of the Board of Directors or of the Managing Agent for any private business.

6. Hiring of Employees. The employees and agents of the Residential Association and Residential Manager are permitted to render personal services, outside the scope of services provided by the Residential Manager to Residence Owners, however, only allowed on personal time and not during business hours.

7. Communications among Residence Owners. The Residential Association bears a duty to balance the right of members to communicate with each other against the desire of the Residence Owners and Residential Tenants to be free of uninvited solicitations and misleading communications. To achieve that balance, oral and written communications that are intended for delivery to more than one Residence Owner are subject to this section.

i Without the Residential Board of Directors' prior written permission, Residence Owners may not communicate with others in a manner that may give the impression of having been approved or sanctioned by the Residential Association. In communicating with other Residence Owners, the issuer should identify himself and state that the communication has not been sanctioned by the Residential Association.

ii Without the Residential Board of Directors' prior written permission, a person may not distribute handbills or hand-deliver written communications to mailboxes, Residence doors, or car windshields.

iii Without the Residential Board of Directors' prior written permission, a person may not solicit information, endorsements, or money from Residential Tenants, or circulate petitions, except via the U.S. mail.

iv Social Media. Residence Owners will not create or contribute to social media forums or web sites in ways which disparage by name or by inference, or which may negatively effect property values, the Midtown Edge Community, Residence Owners, their guests, or the Residential Association's employees and agents.

8. Attire. Residence Owners must wear neat and clean street attire in the elevators, lobby, and other Residential Common Elements. Residence Owners are prohibited from wearing lingerie and pajamas as outerwear, or being barefoot in the indoor Residential Common Elements.

9. Annoyance. Residence Owners will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residence Owners, their guests, or the Residential Association's employees and agents.

10. Noise and Odors. Each Residence Owner will exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb other Residence Owners.

11. Quiet Hours. Between the hours of 10:00 p.m. and 6:00 a.m., Residence Owners shall refrain from activities that are likely to create a noise disturbance for Residence Owners of adjoining Residences. Examples of such activities include hammering, playing musical instruments, and aerobic exercise. During these hours, Residence Owners must also try to modulate their conversations and entertainment equipment to avoid disturbing Residence Owners in other Residences.

12. Reception Interference. Residence Owners will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on or about the Residential Property.

13. Deliveries and Packages. Supplies, goods, and packages of every kind are to be delivered to the Units only through the service entrance of the Project and by the service elevator designated by the Board of Directors or the Managing Agent for that purpose. Trunks and heavy baggage shall be taken in or out of the building by the elevator designated by the management for that purpose and through the service entrance only. Each Residence Owner agrees that the Residential Association is not responsible for any item or article left with or delivered to the Residential Association's employees or agents on behalf of such Residence Owner.

14. Wildlife. Feeding of birds, squirrels, or any wildlife is prohibited on Residential Common Elements or the Master Common Elements.

15. Smoking. The smoking of tobacco products is permitted in the individual Residences and on Balcony Areas. All cigarette and cigar butts shall be disposed of properly and

may not be thrown off Balcony Areas or out windows. Smoking is prohibited in the Residential Common Elements and the Master Common Elements, including any elevators, hallways, lobbies, public terraces, the Residential Management Office, entry foyers and outside of building entrances.

16. Resolution by Arbitration. All disagreements between a Residence Owner and the Residential Association as a representative of another Residence Owner, with regard to whether or not noises, odors or particular conduct are loud, disturbing, objectionable or otherwise annoying as contemplated in these Residential Regulations shall constitute a "Dispute" as defined in the Residential Declaration and shall be resolved in accordance with the terms therein.

J. USE OF FACILITIES BY GUESTS

1. Guest Facilities. Clubroom and Pool Deck (the "Facilities"), shall be available for special bookings for guests of Owners in accordance with rules and regulations set by the Association.

2. Access to Guest Facilities. The Association may, in its sole and absolute discretion, restrict the use of the Facilities by requiring pre-scheduling and limiting the amount of time available to each Owner to ensure fair access. The use of the Facilities is subject to compliance with these Residential Regulations and any other Posted Rules at the Facility.

3. Guests. Each Owner agrees to assume all responsibility for the care, safety and well being of such Owner's guest or invitee relating to the use of the Facilities. The right of an Owner to share the use of Facilities with such Owner's guests or invitees is at all times subject to the immediate termination by the Board of Directors if the Governing Documents are violated, or if such termination is deemed by the Board of Directors to be in the Association's best interests.

4. Number of Guests. The Owners of a Unit, collectively, at any one time, may not exceed the approved number of guests using the clubroom and pool deck. These policies are set forth by the Board of Directors and may be revised from time to time.

5. Suspension of Privileges. The Board of Directors may suspend use of the Facilities by any Owner or guest who violates these Regulations in relation to any Facility more than two times within a 12-month period. The length of the suspension will be determined solely by the Board of Directors, taking into consideration the Facility in question and the nature and frequency of the violations. Notice of such suspension will be delivered in writing and will entitle the suspended Facility user to a hearing before the Board of Directors.

6. Suspension for Nonpayment. The Board of Directors may suspend use of the Facilities by an Owner or by the occupants of that Owner's Unit and its guests for any period during which Assessments against that Unit are unpaid.

7. Reservation. Such Facilities may be reserved through the Manager for a specific date not more than 60 days prior to such date. Advance notice of at least one week should be given for any reservation. The Association may charge a fee for the reservation and use of such Facilities, in addition to a refundable deposit.

8. Use Agreement and Deposit. The Association may require the Owner to sign a use agreement and deliver a refundable deposit in connection with such reservations.

9. Use or Function. In connection with a reservation, the Association may require the Owner to describe the purpose for which the Facilities will be used. The right of Owners to reserve such Facilities for private use is subject to the right of the Board of Directors to prohibit or condition certain uses or functions or to require additional security deposits.

10. Cleaning. An Owner who has exclusive use of a Facility must restore the Facility to a neat and clean condition at the end of the period reserved. The Association shall have the right to require a deposit in connection with an Owner's reservation of a Facility, and if the condition of the Facility is not satisfactory upon Manager's inspection, the cost of cleaning or repairs may be set by the Board of Directors.

11. Release. Although all Owners, guests and invitees are required to sign releases of liability releasing and holding harmless the Association, Board of Directors, employees and Manager from any and all liability, claims, losses, and actions arising out of or in connection with the use of any of the Facilities, the mere use of such Facilities, in and of itself, by any person shall constitute a full and complete release and indemnification of the Association, Board of Directors, employees and Manager arising out of and in connection with any such activities. THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY OF THE FACILITIES OR ANY EQUIPMENT ASSOCIATED WITH THE FACILITIES.

12. Risk. Each Owner uses the Facilities and other Common Elements at such Owner's own risk. The Facilities are unattended and unsupervised. Each Owner is solely responsible for such Owner's own safety and that of such Owner's guests. The Association disclaims any and all liability or responsibility for property damage, injury or death occurring from use of the Facilities.

K. CONSTRUCTION AND ARCHITECTURAL CONTROL

1. Prohibited Changes to Residential Common Elements and Master Common Elements. Without the prior written approval of the of Residential Board of Directors, a Residence Owner may not change, remodel, decorate, destroy, or improve the Residential Common Elements or do anything to change the appearance of the Residential Common Elements, including the hallway entry door, or the hallway appurtenant to the Residence. Without the prior written approval of the of the Master Board of Directors, a Residence Owner may not change, remodel, decorate, destroy, or improve the Master Common Elements or do anything to change the appearance of the Master Common Elements, including the Balcony Area. In the event the area is both a Residential Common Element and a Master Common Element, it will be treated as a Master Common Element for purposes of this sub-paragraph.

2. Prohibited Changes to Residence. Without prior written approval of the Residential Board of Directors and subject to the provisions specified in the Residential Governing Documents, a Residence Owner may not make structural alterations or modifications to the Residence or any alterations or modifications to its Balcony Area. No Residence Owner may alter, add or improve or change the size or location of any Residential Parking Space or any Residential Storage Space without the prior written consent of the Residential Association.

3. Removing Padded Flooring. Without prior written authorization of the Residential Board of Directors and subject to the provisions specified in the Residential Governing Documents, it is prohibited: (a) to replace carpeting with any flooring material other than padded carpeting, (b) to replace cushioned vinyl with any material other than carpeting or cushioned vinyl, and (c) to replace padded hardwoods or padded tile with any material that is not padded or cushioned.

4. Windows and Doors. The front doors of Residences must conform to the building standard unless otherwise approved in advance by the Residential Board of Directors. No awnings, shades or shutters shall be erected over or outside any windows or Balcony Area appurtenant to any Residence, and no exterior doors shall be removed, replaced or changed in any way, without the prior written consent of the Residential Association and the Master Association. All window treatments visible from the exterior of the Residence shall be light in color. Foil is not permitted in the exterior of any window or door. All unit's window covering must be maintained well kept. All torn or broken shade systems must be replaced. Nothing shall be placed on the outside of windowsills or projections, or upon any patio railings, without the prior written consent of the Residential Association. Nothing shall be thrown or swept out of any windows or doors, and no mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from any windows or doors, or any portion of the Residential Common Elements. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the Residential Common Elements. If applicable, window mullions (the strips that divide a glass into smaller panes) may not be removed. A Residence Owner may not alter the color or appearance of the glass surfaces in the Residence's winds from the building standard.

5. Balcony Floors. Because certain materials trap moisture which deteriorates the balcony structure, the floors of Balcony Areas may not be covered or resurfaced without the Residential Association's prior written permission. The Residential Association prohibits the use of carpeting on Balcony Areas.

6. Screen Doors. Subject to provisions of paragraph 4 above, a Residence Owner is permitted to install screen doors over the Residence's sliding glass doors, provided the screen door is obtained and maintained solely at the Residence Owner's expense. Color of screen material must conform to building standard. Contact the Residential Management Office for specifications and applications.

7. Application for Residential Board of Directors' Approval and Master Board of Director Approval. As part of the application to the Residential Board of Directors and/or the Master Board of Directors for its written consent for any alteration or modification, a Residence Owner must submit to the Residential Manager complete plans and specifications showing the nature, kind, shape, size, materials, colors, connection to condominium systems and location for all proposed work, and any other information reasonably requested by the Residential Board of Directors and/or Master Board of Directors. Any expenses incurred by the Residential Association in evaluating the application or updating impacted documents recorded with the County will be borne by the Residence Owner.

8. Construction Hours. Without the Residential Association's prior permission, no construction may be performed in any Residence by any person except between the hours of 9:00 a.m. and 5:00 p.m. on business days. This rule is intended to prevent disturbances by construction-related utility cutoffs, noise, odors, workmen, and activity between 5:00 p.m. and 9:00 a.m. and on Saturday, Sunday or holidays.

9. Understanding and Agreement Concerning Contract Work. As a condition to the Residential Association's approval of any construction work hereunder, the Residence Owner and the Contractor must execute and deliver to the Residential Board of Directors an agreement substantially in the form of the document attached as Attachment D to these Residential Regulations. All debris or construction material must not be disposed of in the trash dumpsters located on the ground floor of the Residential Condominium and not in any of the trash chutes, nor shall any such material be collected by valet services.

L. TRASH DISPOSAL

1. General Duty. Residence Owners will endeavor to keep the Residential Property clean and will dispose of all refuse in receptacles for that purpose and may not litter Residential Common Elements. Garbage shall be disposed of by leaving all garbage during such times and on such days as are designated by the Residential Association for garbage pickup or through the use of the trash chute located on the Residential Property.

2. Hazards. Trash may not be left anywhere on the Residential Property other than in the designated receptacles. Residence Owners may not place lighted or smoldering items, including cigarettes, in such designated trash receptacles. Residence Owners may not store trash inside or outside its Residence in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Trash chutes may not be used to dispose of building materials.

3. Trash. Residence Owners must place trash in a sealed or tied container or bag before putting it in the trash chute or any designated trash receptacle. Large boxes and bulky objects must be placed neatly in secured containers on the loading dock or such other place designated for such items. Construction material, solvents, paints, and other toxic waste must be removed from the Residential Property by the Residence Owner or such Residence Owner's contractor. If provided, a separate receptacle for newspapers should be used.

4. Excess Trash. A Residence Owner will place trash entirely within a container, and may not place trash outside, next to, or on top of a container. If a container is full, the Residence Owner should locate another container or hold the trash. Boxes and large objects should be crushed or broken down before placed in a container. A Residence Owner must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

5. Closing the Trash Chute. A Residence Owner must make certain that the door to the trash chute is securely closed after using it.

M. PETS

1. Subject to Residential Regulations. Residence Owners may not keep or permit on the Residential Property a pet or animal of any kind other than dogs and cats, at any time, except as permitted by these Residential Regulations and the Residential Governing Documents. Additionally, all pets must conform to any applicable animal control ordinances or laws, a copy of which may be made available in the Residential Management Office.

2. Pet Agreement. Residence Owners must complete a pet registration form furnished by the Residential Management Office when a pet is acquired or within seven days after taking up occupancy on the Residential Property. [\$25.00 non-refundable registration fee].

3. Pets Banned in Parking or Residential Storage Space. Although permitted pets may be kept in Residences that are Residence Owner or Residential Tenant occupied, pets are not allowed in any Residential Parking Space or Residential Storage Space, nor are they allowed in the pool area or other amenities, at any time.

4. Permitted Pets. Subject to these Residential Regulations, a Residence Owner (and a Residential Tenant with such Residence Owner's consent) may keep in a Residence up to 2 house pets (other than aquarium fish). Permitted house pets are limited to domesticated dogs, cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department.

5. Prohibited Animals. No Residence Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal determined by the Residential Board of Directors in its sole discretion to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for any commercial purpose. Pets or animals belonging to guests, friends, or relatives of Residence Owners are prohibited, even for short visits or temporary stays.

6. Indoors/Outdoors. A permitted pet must be maintained inside the Residence, and may not be kept in a Balcony Area, Residential Parking Space or Residential Storage Space. No Residence Owner may confine a pet to a Balcony Area when the Residence Owner is absent from the Residential Property, and no Residence Owner may use a Balcony Area as a latrine area for a pet.

7. Leashes. Pets must be leashed or carried while in Residential Common Elements or the first floor elevator lobby. No pet may be leashed to a stationary object on the Residential Common Elements.

8. Disturbance. Pets must be kept in a manner that does not disturb another Residence Owner's rest or peaceful enjoyment of its Residence or any Person elsewhere on the Property, outside of the Residence. No pet may be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated periods of time, or to create a nuisance, odor, unreasonable disturbance or noise.

9. Damage. Residence Owners are responsible for any property damage, injury, or disturbance such Residence Owner's pet may cause or inflict and must compensate any person injured or otherwise damaged by such Residence Owner's pet. A Residence Owner who keeps a pet at the Residential Condominium is deemed to indemnify and agrees to hold harmless the Master Board of Directors, the Master Association, the Master Unit Owners, the Residential Board of Directors, the Residential Association, and other Residence Owners and Residential Tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of such Residence Owner's pet or arising by reason of keeping or maintaining the pet at the Residential Condominium.

10. Dog Walk and Pooper Scooper. Residence Owners are responsible for the removal of pet's wastes from the Residential Property. The Residential Board of Directors may levy a fine against a Residence and its Residence Owner each time feces or urine are discovered on the Residential Common Elements and attributed to an animal in the custody of such Residence Owner. The Master Board of Directors may levy a fine against a Residence and its

Residence Owner each time feces or urine are discovered on the Master Common Elements and attributed to an animal in the custody of such Residence Owner. No pets are allowed in the Residential common areas to include the loading dock area, fitness center, clubroom and pool deck.

11. Removal. If a Residence Owner or such Residence Owner's pet violates these Residential Regulations, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Residence Owner or person having control of the animal may be given a written notice by the Residential Board of Directors to correct the problem. After the first written warning, a fine in the amount of at least fifty dollars shall be levied for all future violations. If violations occur repeatedly, the Residence Owner, upon written notice from the Residential Board of Directors, may be required to remove the pet. Each Residence Owner agrees to permanently remove the violating animal of such Residence Owner from the Residential Condominium within ten days after receipt of such removal notice from the Residential Board of Directors.

12. Complaints. Any complaints about pets or Residence Owners violating these Residential Regulations shall be made in writing and identify the type of infraction, the date of infraction, and must be signed by the witness to the infraction.

13. Staff. The staff of the Residential Condominium are prohibited, while on duty, to walk or care for pets. Residence Owners are requested not to ask the staff to assist them with their pets. Emergency situations requiring staff assistance will be left to the sole discretion of the Residential Manager.

14. Compliance. Pets with a physical handicap or, to the extent permitted by applicable law, Residence Owners who have a physical handicap that would prevent them from complying with these rules, must receive a variance by the Residential Board of Directors or Residential Manager.

N. MOVING

1. Notice. The time and date of all moves must be scheduled in advance with the Residential Management Office. A Residence Owner, other than Residential Declarant, must give the Residential Manager at least ten days prior written notice of any move of furniture, appliances, or other large or heavy objects to or from the Residence.

2. Times. Moves must be performed between 8:00 a.m. and 8:00 p.m. on business days and weekends with appropriate elevator reservation, which can be made through the concierge desk. It is the Residence Owner's duty to notify such Residence Owner's movers about this Rule.

3. Deposits. To schedule a move and reserve an elevator a Residence Owner must provide an applicable deposit set up by the Board of Directors. Such deposit will be refunded within ten days after the move if the move did not damage any Residential Common Elements.

4. Insurance. The moving company must provide a certificate of insurance for required coverages in amounts to be determined by the Board.

O. MISCELLANEOUS

1. Right to Hearing. A Residence Owner may request in writing a hearing by the Residential Board of Directors regarding an alleged breach of these Residential Regulations by the Residence Owner or any person for whom the Residence Owner is responsible. The Residential Board of Directors will schedule a hearing within ten days after receiving the Residence Owner's written request. At the hearing, the Residential Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Residence Owner may attend the hearing in person, or may be represented by another person or written communication.

2. Mailing Address. A Residence Owner who receives mail at an address other than the address of such Residence Owner's Residence is responsible for maintaining with the Residential Association such Residence Owner's current mailing address. A Residence Owner who changes such Residence Owner's name or mailing address must notify the Residential Manager in writing within 15 days after the change. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Residence Owners by the Residential Governing Documents will be sent to a Residence Owner's most recent address as shown on the records of the Residential Association. If a Residence Owner fails to provide a forwarding address, the address of that Residence Owner's Residence is deemed effective for purposes of delivery.

3. No Waiver. The failure of the Residential Association to enforce a provision of these Residential Regulations does not constitute a waiver of the right of the Residential Association to enforce such provision in the future.

4. Severability. If any term or provision of these Residential Regulations is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Residential Regulations.

5. Amendment of Residential Regulations. These Residential Regulations are subject to being revised, replaced, amended or supplemented by an affirmative vote of at least 51% of the Residential Board of Directors. Upon any such revision, a copy of the revisions will be delivered to each Residence Owner. Residence Owners are urged to contact the Residential Management Office to verify the Residential Regulations currently in effect on any matter of interest. These Residential Regulations will remain effective until ten days after the Residential Association delivers to a Residence Owner of each Residence notice of amendment to or revocation of these Residential Regulations. The notice may be published and distributed in an Residential Association newsletter or other community-wide publication.

6. Amendments. Any consent or approval given under these rules and regulations may be added to, amended, or replaced at any time by a resolution of the Board of Directors.

7. Other Rights. These Residential Regulations are in addition to all rights of the Residential Association under the other Residential Governing Documents and the laws of the State of Texas.

PART II

RULES GOVERNING COLLECTION AND FINING

A. COLLECTION RULES AND PROCEDURES

To the extent permitted by applicable law:

1. Due Date. A Residence Owner will timely and fully pay all Residential Assessments in accordance with the provisions of the Master Declaration and the Residential Declaration. Monthly Residential Assessments are due and payable on the first calendar day of each month. Special Residential Assessments and Individual Residential Assessments are due at the reasonable direction of the Residential Board of Directors.

2. Delinquent. Any Residential Assessment that is not fully paid when due is delinquent. When the account of a Residence becomes delinquent, it remains delinquent until paid in full. The defaulting Residence Owner is liable to the Residential Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees and other reasonable costs and attorneys' fees incurred by the Residential Association in collecting the delinquency.

3. Late Fees and Interest. If the Residential Association does not receive full payment of a Residential Assessment by 5:00 p.m. on the thirtieth calendar day following the due date, Residential Association may collect interest at the Past Due Rate until the delinquency is paid in full.

4. Insufficient Funds. The Residential Association may levy a charge of at least \$25 or the actual bank charge, whichever is greater, against a Residence Owner if the check on which payment is made is returned to the Residential Association marked "insufficient funds" or the equivalent.

5. Delinquency Notices. If the Residential Association has not received full payment of a Residential Assessment by the due date, the Residential Association may send one or more written notices of nonpayment to the defaulting Residence Owner stating the amount delinquent. Such delinquency-related correspondence may state that if full payment is not timely received, the Residential Association may pursue any or all of the Residential Association's remedies under state law at the sole cost and expense of the defaulting Residence Owner.

6. Collection by Residential Association's Attorney. After giving the Residence Owner notice of the delinquency, the Residential Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Residence Owner will be liable to the Residential Association for its legal fees and expenses.

7. Collection Agency. The Residential Board of Directors may employ or assign the delinquency to one or more collection agencies.

8. Notification of Residential Mortgagee. The Residential Association may notify the Residence Owner's Residential Mortgagee of the default in payment of any Residential Assessment.

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9. Notification of Credit Bureau. The Residential Association may file a report on the defaulting Residence Owner with one or more credit reporting services.

10. Notice of Lien. The Residential Association may cause a notice of the Residential Association's assessment lien against the Residence to be publicly recorded. A copy of the notice of lien will be sent to the defaulting Residence Owner, and may be sent to its Residential Mortgagee.

11. Right to Accelerate. If a Residential Assessment is payable in installments and if a Residence Owner defaults in the payment of any installment, the Residential Association may declare such Residential Assessment in default and accelerate the due date on all remaining installments of that Residential Assessment.

12. Notice to Residence Owner. A Special Residential Assessment or Individual Residential Assessment payable in installments may be accelerated only after the Residential Association gives the Residence Owner at least 15 days prior notice of the default and the Residential Association's intent to accelerate the unpaid balance if the default is not cured within such notice period.

13. No Duty to Reinstate. Following acceleration of a Residential Assessment payable in installments, the Residential Association has no duty to reinstate the installment program upon payment by the Residence Owner of any delinquent installment.

14. Foreclosure of Lien -- Nonjudicially. The Residential Board of Directors may instruct an attorney, officer or agent of the Residential Association to notify the defaulting Residence Owner of the Residential Association's intent to foreclose its assessment lien, to post the property for sale at public auction, and to conduct a public auction of the Residence on the steps of the county courthouse in accordance with the Act, the Residential Governing Documents and all other requirements of state law.

15. Foreclosure of Lien -- Judicially. The Residential Association may file suit against the Residence Owner for judicial foreclosure of the Residential Association's assessment lien. This action may be combined with a claim against the Residence Owner for recovery of a money judgment.

16. Suit Against Residence Owner. Whether or not the Residential Association forecloses the Residential Association's assessment lien, the Residential Board of Directors may elect to file suit to recover delinquent Residential Assessments against the defaulting Residence Owner and the Residence Owner shall be personally liable for any judgment obtained by the Residential Association.

17. Possession Following Foreclosure. If the Residential Association purchases the Residence at public sale, the Residential Board of Directors may immediately institute appropriate actions to recover possession of the Residence.

18. Application of Payments. All payments received by the Residential Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose: (a) collection costs and attorneys fees; (b) fines; (c) reimbursable expenses; (d) late charges and interest; (e) delinquent Special Residential Assessments or Individual Residential

Assessments; (f) delinquent Monthly Residential Assessments; (g) current Special Residential Assessments or Individual Residential Assessments; and (h) current Monthly Residential Assessments.

19. Form of Payment. The Residential Association may require that payment of delinquent Residential Assessments be made only in the form of cash, cashier's check, or certified funds.

20. Partial and Conditioned Payment. The Residential Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Residential Board of Directors' policy for applying payments. The Residential Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Residential Association occurs when the Residential Association posts the payment to the Residence's account. If the Residential Association does not accept the payment at that time, it will promptly refund the payment to the payor. A payment that is not refunded to the payor within 30 days after being deposited by the Residential Association may be deemed accepted. The acceptance by the Residential Association of partial payment of delinquent Residential Assessments does not waive the Residential Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Residential Association's right to apply payments pursuant to any rights herein granted.

21. Notice of Payment. If the Residential Association receives full payment of the delinquency after recording a notice of lien, the Residential Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Residence Owner; provided, however, the Residence Owner prepays the reasonable cost of preparing and recording the release.

22. Notification of Credit Reporting Agency. If the Residential Association receives full payment of the delinquency after reporting the defaulting Residence Owner to a credit reporting service, the Residential Association will report receipt of payment to that credit reporting service.

23. Limited Right of Redemption. If the Residential Association buys a Residence at the non judicial foreclosure sale of its assessment lien, the Residential Association's Residence Ownership is subject to a 90 day right of redemption by the Residence Owner if and only if required by Chapter 82 of the Texas Property Code, The Texas Uniform Condominium Act or the Residential Declaration.

24. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board of Directors, unless a majority of the Board of Directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board of Directors' meeting. Because of the potential for inadvertently affecting a waiver of the provisions of this policy, the Board of Directors will exercise extreme caution in granting adjustments to a Residence Owner's account.

25. Utility Shut-Off. The Residential Association may terminate utility service to the Residence for which Residential Assessments used to pay the cost of that utility are delinquent.

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B. FINING RULES AND PROCEDURE

1. Policy. The Residential Association uses fines to discourage violations of the Residential Governing Documents and to encourage present and future compliance when a violation does occur, not to punish violators or generate revenue for the Residential Association.

2. Residence Owners Liable. A Residence Owner is liable for fines levied by the Residential Association for violations of the Residential Governing Documents whether the Residence Owner commits the violation or guests or other invitees of such Residence Owner commit the violation. Regardless of who commits the violation, the Residential Association will direct its communications to the Residence Owner, although the Residential Association may also send copies of its notices to the actual violator.

3. Violation Notice. Before levying a fine, the Residential Association will give the Residence Owner a written violation notice and an opportunity for a hearing. The Residential Association's written violation notice will contain the following items: (a) the date the violation notice is mailed or prepared; (b) a description of the violation; (c) a reference to the rule being violated; (d) a description of the action required to cure the violation; (e) the amount of the fine; (f) a statement that not later than the 30th day after the date of the violation notice, the Residence Owner may request a hearing before the Board of Directors to contest the fine; and (g) the date the fine attaches or begins accruing.

4. New Violation. If the Residence Owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

5. Repeat Violation. In the case of a repeat violation, the notice will state that, because the Residence Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the fine attaches from the date of the violation notice.

6. Right to Hearing. A Residence Owner may request in writing a hearing by the Board of Directors regarding the alleged breach of the Residential Governing Documents. The Board of Directors has 10 days after receiving the Residence Owner's request for a hearing to give the Residence Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within 45 days from the date the Residential Association receives the Residence Owner's request and should be scheduled to provide a reasonable opportunity for both the Board of Directors and the Residence Owner to attend. The Residence Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing the Board of Directors will consider the facts and circumstances surrounding the violation and the Residence Owner may attend in person, or may be represented by another person or written communication.

7. Committee of Board of Directors. The Board of Directors may appoint a committee comprised solely of directors, and having at least three members, to serve as the Board of Directors at violation hearings. The Board of Directors will be bound by the decision of the Board of Directors committee. Such a committee may be appointed on an ad hoc basis.

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8. Levy of Fine. Within 30 days after levying the fine, the Residential Association must give the Residence Owner notice of the levied fine. If the fine is levied at the hearing at which the Residence Owner is actually present, the notice requirement will be satisfied if the Board of Directors announces its decision to the Residence Owner at the hearing; otherwise, the notice must be in writing.

9. Amount. The Residential Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Residential Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Residential Governing Documents.

10. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis beginning on the start date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

11. Collection of Fines. The Residential Association is not entitled to collect a fine from a Residence Owner to whom it has not given notice and an opportunity to be heard. The Residential Association may not foreclose its assessment lien on a debt consisting solely of fines. The Residential Association may not charge interest or late fees for unpaid fines.

12. Effective Date. These fining rules will become effective 10 days after the Residential Association delivers, or causes to be delivered, a copy of these Residential Regulations to a Residence Owner of each Residence as shown on the records of the Residential Association.

13. Amendment of Policy. These fining rules will remain effective until 10 days after the Residential Association delivers, or causes to be delivered, to a Residence Owner of each Residence notice of amendment to or revocation of these Residential Regulations. The notice may be published and distributed in a Residential Association newsletter or other community-wide publication.

SIGNED effective as of January -- 27, 2021.

Midtown Edge Owners Association, Inc.
A Texas non-profit corporation

By: Elton Smith

Elton Smith, President

ATTACHMENT A
STANDARD FORM OF LEASE

1. PARTIES. This Condominium lease (the "Lease") between _____, hereinafter called Residence Owner, and _____ hereinafter called Tenant, whereby Residence Owner leases to Tenant the Residence described below.

2. CONDOMINIUM UNIT described as Unit No. _____ the ("Unit") in the _____ Condominiums, a condominium project, located at 300 St. Joseph Parkway, Houston, Texas 77002 ("Condominium").

3. TERM. This Lease shall be for a term of _____ [cannot be less than ___ months] beginning on the _____ day of _____, and ending on the _____ day of _____.

4. RENTAL of \$_____ per month ("Rental"), payable at the designated address given herein, in advance without demand or a grace period, on or before the first day of each month ("Due Date") during the period of this Lease. Receipt is hereby acknowledged of the pro-rated Rental in the sum of \$_____ for Rental to the first Due Date. Rental paid after Due Date is delinquent and the provisions of paragraph 14 below shall apply. At the option of Residence Owner, Tenant shall additionally pay interest at the Past Due Rate for payments made after the Due Date, until Rental is paid in full, and \$25.00 for each check dishonored by Tenant's bank for any reason.

5. CLEANING CHARGE. Tenant agrees to pay on execution hereof a nonrefundable cleaning charge of \$_____. The charge does not relieve Tenant of the responsibility to maintain and clean the Unit as outlined herein.

6. SECURITY DEPOSIT. Tenant agrees to pay on execution hereof a security deposit ("Deposit") of \$_____ for the faithful performance of the terms and conditions of this Lease by Tenant. Such deposit is not to be construed as Rental.

7. RETURN OF DEPOSIT. Subject to paragraph 8 below, the Deposit shall be refunded to Tenant by mail within 30 days of the date Tenant surrenders the Unit and delivers to Residence Owner in writing Tenant's forwarding address. Surrender shall occur on the earliest date when it appears to Residence Owner that the Unit is vacant and Tenant has moved, all keys have been returned to Residence Owner and any Deposit deductions have been evaluated and calculated.

8. DEPOSIT DEDUCTIONS. There shall be deducted from the Deposit unpaid (a) sums due under this Lease; (b) Rental; (c) utilities; (d) damages or required repairs to the Unit or its contents beyond reasonable wear and tear; (e) cost of removing unauthorized locks; (f) removing and storing Abandoned property; (g) removing vehicles that are Abandoned, illegally parked, parked in violation of this Lease or in violation of the Residential Governing Documents or Residence Owner's rules; (h) replacing unreturned keys and/or change of locks; (i) cost of extermination if a pet has been in the Unit; (j) other charges provided for herein or agreed to by Residence Owner and Tenant. Residence Owner shall provide Tenant a written report of any deductions. The Deposit shall be applied first to non-Rental items, with the balance to Rental. In the event the Deposit is insufficient to pay for damages or unpaid charges under the terms of this Lease, Tenant shall promptly pay same upon demand by Residence Owner.

ATTACHMENT A, STANDARD FORM OF LEASE

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9. **TENANT'S REQUIRED NOTICE.** Tenant agrees to give Residence Owner a minimum of 30 days written notice prior to the expiration of the term of this Lease or any extension thereof of Tenant's intent to vacate the premises. Failure to do so shall entitle Residence Owner to retain the entire Deposit.

10. **HOLDING OVER.** If Tenant fails to vacate the Unit at the end of the Lease term, or on any agreed move out date, Residence Owner shall have the option to assess Rental for the hold over period at twice the Rental agreed to herein which shall be payable at a daily rate computed on the basis of a 30-day month and shall be payable daily at the designated address herein without waiving Residence Owner's rights under paragraph 14 below.

11. **ABANDONMENT.** If Tenant is absent from the Unit for ten consecutive days while any sum of money due hereunder remains unpaid, or has been evicted by judicial process, the Unit and all personal property found in or about the Unit, including storage buildings and parking areas, may be deemed abandoned by Residence Owner ("Abandoned"), and Residence Owner or their agents may peacefully enter, remove and store same. Residence Owner shall be entitled to reasonable charges for removal, packing and storage of Abandoned property.

12. **LIENS.** An express contractual lien and a landlord's lien where permitted by law are hereby granted Residence Owner on all non-exempt personal property of Tenant to secure payment of the Rental Residence Owner or his agent may peacefully enter the Unit to remove and store such property. Residence Owner may sell all property deemed Abandoned, seized under a valid lien, or removed under a court eviction order, to the highest bidder at a public or private sale, after first giving Tenant 30 days written notice of the time, date and place of the sale, by certified mail, return receipt requested, addressed to Tenant at the address given herein. Sale shall be to the highest bidder for cash and subject to any unrecorded lien. The proceeds shall be applied first to the costs of sale, then to sums due Residence Owner, with the remainder mailed to Tenant at address shown herein. The Unit is accepted by Tenant subject to and subordinate to all existing and future mortgages and liens.

13. **RENTAL ACCELERATION.** In the event Tenant, prior to the end of the term of this Lease, or any extension or renewal thereof, Abandons the Unit, or gives Residence Owner written or oral notice of intent to move prior to the end of the lease term, or is judicially evicted, all remaining Rental for the full term of this Lease shall be accelerated automatically and without notice, and shall immediately become due and payable

14. **DEFAULT.** If Tenant (a) defaults in the prompt payment of the Rental or any other sums due hereunder; (b) Abandons the Unit or (c) fails to occupy the Unit within five days of the beginning date of this lease; (d) violates any of the terms of this Lease including, but not limited to, failure to vacate; or (e) violates any of the provisions of the Residential Governing Documents, Residence Owner at Residence Owner's option may terminate Tenant's right of occupancy by giving Tenant the statutory written notice to vacate, delivered either in person or by first class mail, and shall have the right to file suit in the proper court for possession. After giving such notice, or filing suit for possession, Residence Owner may accept payment for sums due hereunder without waiving or diminishing Residence Owner's right to proceed against Tenant for eviction, property damages, past or future Rentals, or other sums due hereunder.

Residence Owner may report any unpaid sums due hereunder breaches of this Lease or damages, to any credit reporting agency for addition to Tenant's files.

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15. CARE AND MAINTENANCE. Tenant accepts the Unit in its present condition, including all furniture and fixtures, if any. Tenant has examined the existing locks and agrees they are safe and acceptable. Residence Owner shall have no duty to furnish smoke detectors, security guards, or additional locks and latches except as required by statute. No implied warranties are made by Residence Owner or Residence Owner's agents regarding the condition of the Unit and no agreements as to future repairs have been made unless specifically included herein. Tenant agrees to use reasonable diligence in the care of the Unit and agrees to not (a) make any alterations to the Unit without written permission of Residence Owner; (b) paint, refinish or repair any part of the Unit, its fixtures and furniture included in this Lease if any, without written permission of Residence Owner; (c) remove any part of the Unit for any purpose without written permission of Residence Owner; (d) add, remove, change or re-key any lock without written permission of Residence Owner; (e) permit any water bed in the Unit; (f) install new or additional telephone or cable outlets; (g) make any holes in the woodwork, floors or walls; provided that a reasonable number of small nail holes for picture hanging is permitted in sheetrock, walls and grooves or painting, without the specific permission of Residence Owner in writing, Tenant shall be responsible for (a) sewer stoppage chargeable to Tenant's use; (b) damage to doors, windows or screens not due to negligence of Residence Owner; (c) supplying and replacing light bulbs; (d) replacing smoke detector batteries; (e) placing trash and garbage in proper containers; (f) pest extermination; and (g) keeping walkways, stairs, hallways, and Common Areas free of trash and obstructions of any kind, or permitting their use for any purpose other than ingress and egress. At the termination of this Lease, Tenant agrees to surrender the Unit in the same condition as when received, reasonable wear and tear accepted.

16. REPAIRS.

(1) Tenant shall maintain at Tenant's expense

_____.

(2) Residence Owner shall maintain at Residence Owner's expense

_____.

All requests for repairs by Tenant must be directed to Residence Owner in writing, except in an emergency such as fire or interruption of utilities. Residence Owner shall make needed repairs to Unit only after receiving written notice from Tenant and under the terms of applicable statutes. Residence Owner shall have the right to temporarily discontinue utilities and Tenant's use of any fixtures to perform repairs, maintenance or to avoid damage to the Unit. Residence Owner shall act with due diligence, but shall not be obligated to make repairs on other than a business day. During such periods, no deductions shall be allowed in the Rental and this Lease shall continue in force. If, in the reasonable opinion of Residence Owner, the Unit, or nearby units, are substantially damaged by fire or other disaster, Residence Owner may terminate this Lease upon reasonable notice to Tenant and the Rental shall be prorated to the date of termination and Deposit refunded less lawful deductions.

17. UTILITIES. Residence Owner shall pay for use of items checked: Electricity Natural Gas Water Sewage Charges Garbage Collection Cable TV Master TV Antenna Other (describe: _____). Unless

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otherwise indicated or paid by the Residential Association, Tenant shall be responsible for all such charges.

18. USE OF PROPERTY. The Unit shall be used as a single family private dwelling only, with the total number of adults and children residing therein not to exceed two persons for each bedroom in the Unit. In no event shall the Unit be used for hotel or transient purposes: Tenant shall not (a) sublet or assign any part of the Unit, (b) repair or wash any motor vehicle in any part of the condominium, (c) conduct any business of any type, including child care, from the Unit, (d) park or allow anyone to park on any portion of the Condominium whether in assigned dedicated parking spaces or not, any trailers, recreational vehicles, mobile homes, boats or inoperable vehicles. Tenant shall have the right to use parking spaces as designated by Residence Owner, in accordance with the provisions of the Residential Governing Documents regulating the manner and place of parking. Use of parking areas and common areas by Tenant, Tenant's family, guests, agents and invitees shall be in strict accordance with the provisions of the Residential Governing Documents. In the event Residence Owner shall be required to pay additional assessments or fees relating to Tenant's Use of the Common Areas, parking spaces or storage space (if any), Tenant shall reimburse Residence Owner for such fees with the monthly payment of Rental next due.

19. LIABILITY. Residence Owner or Residence Owner's agents shall not be liable to Tenant, Tenant's guests, invitees or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, acts of other persons, condition of the Unit, or other occurrences, including use (if any) of storerooms, laundry facilities or other improvements, unless such damage or injury is caused by the gross negligence of Residence Owner or Residence Owner's agents. Residence Owner suggests that Tenant secure insurance coverage for protection against above liabilities and losses. Tenant agrees to notify Residence Owner immediately of any dangerous conditions on or about the Unit.

20. PETS. Tenants may keep pets in the Unit, subject to the requirements of the Residential Governing Documents, and must execute a separate pet agreement and post an additional Deposit. The presence of a pet in or about the Unit in violation of the Residential Governing Documents shall constitute a Default under paragraph 14 above.

21. TENANT'S REPRESENTATIONS AND POSSESSIONS. In addition to the Residential Governing Documents referenced in paragraph 23 below, incorporated herein by specific reference (if checked) are ___ Tenant's Rental Application ___ move-in rental inspection ___ smoke alarm inspection ___ furniture inventory ___ Residence Owner's Rules and Regulations and _____; and Tenant's statements in any of such documents are material representations and have been relied upon by Residence Owner, any falsity of which shall constitute a breach of this Lease. This lease is conditioned upon Residence Owner being able to secure possession of the Unit, and if Residence Owner is unable to deliver possession of the Unit on the agreed date for any reason, Tenant's right to possession shall be delayed a maximum of 30 days until Residence Owner is able to deliver possession, without any liability on the part of Residence Owner.

22. INSPECTION. Residence Owner, Residence Owner's agents, employees, and other persons authorized by Residence Owner, may enter the Unit by any reasonable means at all reasonable times without notice, to (a) inspect the Unit, (b) make repairs, (c) show the Unit to

ATTACHMENT A, STANDARD FORM OF LEASE

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prospective Residential Tenants or purchasers, (d) exercise a valid lien, and (e) such other reasons as Residence Owner shall elect.

23. COMPLIANCE WITH CONDOMINIUM DECLARATIONS AND INSTRUMENTS.

Tenant acknowledges receipt of copies of, and is familiar with the terms, conditions and provisions of the Condominium Declaration for _____, the Articles of Incorporation and Bylaws of _____ Association, Inc. (the "Association"), the Restrictive Covenants and the Rules and Regulations of the Association (collectively, and as amended from time to time, the "Residential Governing Documents"), and Tenant understands that Tenant's right to use and occupy the Unit shall be subject in subordinated in all respects to the provisions of the Residential Governing Documents. Failure to comply with the Residential Governing Documents shall constitute a material breach of this Lease. This Lease grants to Tenant a leasehold estate in the Unit for the term specified, together with a license to Residence Owner's rights to use the Common Areas but specifically excluding any membership rights in the Association. Tenant shall indemnify and hold harmless Residence Owner from and against all damage, direct or indirect, incurred by Residence Owner as a result of noncompliance by Tenant, Tenant's agents, guests and invitees, with the provisions of any of the Residential Governing Documents, or any covenant of this Lease.

24. OTHER. _____

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD SEEK COMPETENT ADVICE. THIS PROPERTY IS OFFERED WITHOUT REGARD TO RACE, COLOR, CREED OR NATIONAL ORIGIN. The parties hereto agree that this Lease contains all the agreements between them, that no oral agreements have been made and this Lease may be altered only by an agreement in writing signed by all parties hereto. Tenant acknowledges a receipt of a copy of this Lease.

Executed in multiple originals this the _____ day of _____, 20__.

Residence Owner

Tenant

By Agent

Tenant

Designated Address for Residence Owner's notices and Address for Tenant's Notice payment of Rental

ATTACHEMENT B
MIDTOWN EDGE OWNERS ASSOCIATION.
STANDARD APPLICATION FORM

Owner information

Unit number: _____
First name: _____ Last name: _____
Phone: _____ Email: _____
Address: _____ Apt/Ste: _____
City: _____ State: _____ Zip Code: _____

Emergency Contact

Name of a person not residing with you:
First name: _____ Last name: _____
Phone: _____ Email: _____
Relationship: _____

Lease information

Lease term: _____
Start date: _____ End date: _____
Number of occupants: _____ Number of pets: _____ Number of Vehicles: _____
Other information: _____

Renters information

(1) First name: _____ (1) Last name: _____
(1) Phone: _____ (1) Email: _____
(2) First name: _____ (2) Last name: _____
(2) Phone: _____ (2) Email: _____
Address: _____ Apt/Ste: _____
City: _____ State: _____ Zip Code: _____

Application Fees:

1. Applicant submits a non-refundable fee of \$ _____ for processing and reviewing this application.
2. Upon approval of the Board of Directors, applicant submits a refundable security deposit of \$ _____ to be paid ten days prior the move in date and return at the end of the lease term.

Acknowledgement:

- (1) Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and forfeiture of any application fee.
- (2) Applicant represents that the statements in this application are true and complete.

I, _____ (Applicant), have submitted an application to lease a property located at Midtown Edge Owners Association, 300 St Joseph Pkwy, Houston Tx 77002.

Received Date: _____ Return Date: _____
ATTACHMENT B, STANDARD APPLICATION FORM

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ATTACHMENT C
STANDARD FORM OF PARKING LEASE
(RESIDENTIAL PARKING SPACES)

This Lease of Residential Parking Spaces (the "Lease") is entered into by and between _____ ("Lessor") and _____ ("Lessee"). Lessor must be an Residence Owner of a Unit in the _____ Condominiums ("Condominium").

RECITALS

- A. Lessor is the present Residence Owner of Condominium Unit No. _____ (the "Unit") in the Condominium, located at _____.
- B. Lessee is the present Residence Owner or Residential Tenant of Condominium Unit No. _____ (the "Lessee Unit") in the Condominium.
- C. Lessor desires to lease the Parking Unit, as defined in the Condominium Declaration for the Condominium, owned by Lessor described as space number(s) _____ (the "Parking Unit") to Lessee, and Lessee desires to accept such lease of the Parking Unit.

AGREEMENT

1. Lease. Upon the terms and conditions of this Lease, Lessor does hereby lease to Lessee the Parking Unit for the period beginning _____, _____, and continuing until the Termination Date (hereinafter defined).
2. Rent. Lessee shall pay to Lessor \$ _____ per month (the "Parking Rental"), payable at the designated address given herein, in advance without demand or a grace period, on or before the _____ day (the "Due Date") of each month during the period of this Lease. Receipt is hereby acknowledged of the pro-rated Parking Rental in the sum of \$ _____ for Parking Rental to the first Due Date, Parking Rental paid after Due Date is delinquent, and Default provisions herein shall apply. At the option of the Lessor, Lessee shall additionally pay a late charge of \$ _____ per day for payments made after the Due Date, until Parking Rental is paid in full and \$ _____ for each check dishonored by Lessor's bank for any reason.
3. Default. If Lessee shall default in the prompt payment of the Parking Rental or any other sums due hereunder or violates any of the provisions of this Lease or the Residential Governing Documents, Lessor at Lessor's option may either (a) terminate this Lease upon 10 days' written notice to Lessee, delivered either in person or by first class mail, or (b) pursue any other rights or remedies available to Lessor at law or in equity. After giving a notice of termination, Lessor may accept payment for sums due hereunder without waiving or diminishing Lessor's right to proceed against Lessee for property damages, past or future Parking Rentals, or other sums due hereunder. Lessor may report any unpaid sums due hereunder, breaches of this Lease or damages, to any credit reporting agency for addition to Lessee's files.
4. AS IS. Lessee accepts the Parking Unit in the present condition. AS IS, WHERE IS, WITH ALL FAULTS. No implied warranties are made by Lessor or regarding the condition of the Parking Unit and no agreements as to future repairs have been made unless specifically included herein.

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5. Use of Parking Unit. Use of the Parking Unit by Lessee shall be in strict accordance with the provisions of the Residential Governing Documents.

6. Compliance with Residential Governing Documents. Lessee acknowledges receipt of copies of, and is familiar with the terms, conditions and provisions of the Condominium Declaration for the Condominium, the Articles of Incorporation and Bylaws of the Association, and the Condominium Rules and Regulations (collectively, and as amended from time to time, the "Residential Governing Documents"), and Lessee understands that Lessee's right to use the Parking Unit shall be subject to and subordinate in all respects to the provisions of the Residential Governing Documents. Failure to comply with the Residential Governing Documents shall constitute a material breach of this Lease. Lessee shall indemnify and hold harmless Lessor from and against all damage, direct or indirect, incurred by Lessor as a result of noncompliance by Lessee, Lessee's agents, guests and invitees, with the provisions of any of the Residential Governing Documents, or any covenant of this Lease.

7. Termination Date. The date of termination of this Lease ("Termination Date") shall be the earlier of the date of termination pursuant to the notice of termination given to Lessee by Lessor in accordance with the provisions of section 3 above, the date Lessor no longer has Residence Ownership of the Unit, or the date Lessee no longer owns or occupies the Lessee Unit, as the case may be, or _____. In the event Lessor sells or otherwise transfers Lessor's Residence Ownership of the Unit, this Lease shall automatically terminate and Lessor and Lessee shall have no further obligations to each other except for obligations accruing prior to such date of termination.

8. No Further Assignment. The Parking Unit may not be sublet by Lessee; nor may Lessee assign in any way its rights to use the Parking Unit, or permit or endure the use of the Parking Unit by any other person or entity.

9. Validity of This Lease. This Lease is only valid if the Lessee hereunder is, and throughout the period of this Lease remains, an Residence Owner of at least one residential Condominium Unit in the Condominium

10. Legal Document. THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. The parties hereto agree that the Lease contains all the agreements between them, that no oral agreements have been made and this agreement may be altered only by an agreement in writing signed by all parties hereto.

11. Assumption. Lessee hereby assumes and agrees to perform all of the terms, covenants, and conditions required to be performed on the part of Lessor with respect to the Parking Unit from and after the date hereof, but not prior thereto. Lessee hereby agrees to indemnify, save and hold harmless Lessor from and against any and all losses, liabilities, claims, or causes of action (including attorney's fees incurred in the enforcement of this indemnification and otherwise) arising out of or related to Lessee's failure to perform any of the obligations of Lessor with respect to the Parking Unit subsequent to the date hereof.

12. Headings. The descriptive headings of the sections contained in this Lease are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

EXECUTED this ____ day of _____, 200_.

LESSOR:

Address:

LESSEE:

Address:

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ATTACHMENT D
UNDERSTANDING AND AGREEMENT CONCERNING
CONTRACT WORK WITHIN A UNIT

I, the Contractor, do hereby state that I have full knowledge of and will comply with the following rules and regulations pertaining to any contract work in the _____ Condominiums ("Condominium"). I will also furnish these rules and regulations to all subcontractors and workers for signature.

1. Prior to commencement of work, Contractor shall have complied with the following:
 - A. Residence Owner/Residential Tenant must submit plans for remodeling or construction in writing accompanied by drawings, if available, to the Board of Directors (the "Board") for approval and shall allow at least one week for review and approval (or disapproval, as the case may be).
 - B. Depending on the scope of work proposed, the Residential Board of Directors may require that the homeowner provide a deposit to be determined by the board one week in advance of the project start date.

NOTE: Deposit will be returned 30 days after the work has been completed and no damages have occurred as determined by the Residential Manager, or in part after a settlement has been made for any damages that might have been caused during the remodeling or construction

- C. The Residence Owner is responsible for making sure that the Contractor shall provide certificate of insurance for required coverages including general liability and workers compensation in amounts to be determined by the Board.
 - D. Residence Owner/Residential Tenant shall provide a fully executed copy of this agreement to the Residential Manager.
2. All work will be performed in accordance with the requirements of applicable city and county codes, and Contractor shall secure applicable building permits as required, and shall provide copies of all building permits to the Association.
 3. All contractors, sub-contractors, and workers must check in daily at the designated area to receive a badge. Badges will not be issued for admittance to the building unless all appropriate individuals have signed this Contractors Agreement. Badges lost or not returned will result in an additional charge of at least \$20 each.
 4. Work may be performed only during the hours from 9:00 a.m. to 5:00 p.m. on weekdays. No work shall be performed on Saturday, Sunday or Holidays without approval of the Board or the Residential Manager.
 5. The Residence Owner/Residential Tenant will be responsible for keeping hallways, elevators, and other Residential Common Elements clean. Drop cloths or plywood shall be used to prevent soiling or damaging of the Residential Common Elements. If Property employees are required to clean Residential Common Elements as a result of work performed by a Residence Owner/Residential Tenant or their Contractor, the Residence Owner will be charged at a minimum of \$30 per hour.

ATTACHMENT D, CONTRACT WORK WITHIN A UNIT

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6. Contractors shall check-in daily with the Residential Manager to report anticipated unusual or noisy work that will be going on that day; for example, any work that may set the smoke alarm off (e.g. such as sanding or welding).
7. Smoke detectors, battery or otherwise, shall not be disconnected except by building personnel. Detectors shall be masked off by Contractor for painting and sanding.
8. There is no Common Area space anywhere on the Property available for use by any Contractors or subcontractors. The exterior receiving area may be used for carpet cutting, etc. with the prior approval of the Residential Manager.
9. Spray painting with oil base or lacquer paint is prohibited. Masking off all doors, HVAC venting, and plumbing is required.
10. Litter, lunch refuse, and all waste shall be removed by the Contractor from the Unit daily.
11. All trash shall be removed through the basement by the Contractor. Trash chutes are not to be used for any contractor material, trash, or refuse.
12. Contractors and workers are to use freight elevator only (or other elevator specifically designated by the Residential Manager).
13. Contractors, workers and servicemen are not to bring materials and tools through the Lobby level, unless the items can be hand-carried (i.e. tool box, tool belt, pest control sprays, etc.).
14. Contractors and the Residential Manager shall inspect Residential Common Elements before and after project to determine damage. It will be the Residence Owner's responsibility and obligation to notify Residential Manager when project is complete. If the work involves any plumbing, wiring (including telephone and TV cable), outlets, or movements of walls, upon completion of the work and before return of any deposit, there shall be delivered to the Residential Manager three copies of accurate as-built drawings.
15. If utilities are to be interrupted, it will be necessary to provide 48 hours advance notice to the Residential Manager.
16. No loud playing of radios or loud or vulgar talk shall occur at any time inside or outside of the Property.
17. Parking at the front of Property is prohibited at all times.
18. Contractors and workers shall observe the no smoking rule at all times.
19. Contractors and workers are not to ask any neighboring Residence Owner or Residential Tenant for favors (for example, telephone, bathroom facilities, etc.). Lobby level bathrooms are not available for Contractor use.
20. Air conditioning vents and equipment shall be thoroughly cleaned after completion as part of project.

21. Contractors and workmen shall dress in appropriate clothing for entering and leaving the Property; for example, no tank tops or sleeveless undershirts when in the Lobby area. Residence Owner/Residential Tenant and Contractor fully understand that the Residential Manager and the Board are not in a position to ensure the quality, design, or workmanship of the project. All work and materials must comply with the approved plans and specifications and with the Condominium documents of the Association and any damage to Residential Common Elements or adjacent Units shall be the responsibility of the Residence Owner/Residential Tenant and Contractor.

UNIT #: _____ DATE:

AUTHORIZED SIGNATURES:

CONTRACTOR _____ DATE _____

RESIDENTIAL MANAGER _____ DATE _____

Sub-Contractors: _____ Date: _____

Workmen: _____ Date: _____

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MIDTOWN EDGE OWNERS ASSOCIATION, INC.

MEETING OF THE BOARD OF DIRECTORS

JANUARY 27TH, 2021

RESOLUTION ADOPTING LEASES APPLICATION FEE, SECURITY DEPOSIT FEE, RULES REGARDING ADVERTISING UNITS FOR LEASE & LEVY OF FINES FOR SHORT TERM RENTALS AT MIDTOWN EDGE OWNERS ASSOCIATION, INC.

The undersigned, being a duly authorized representative of MIDTOWN EDGE OWNERS ASSOCIATION, INC., (the "Association"), a Texas Non-Profit Corporation, pursuant to Chapter 22 of the Texas Business Organizations Code and §82.102 of the Texas Uniform Condominium Act ("TUCA"), adopt the following resolution at a duly called board meeting:

WHEREAS, the Association is responsible for the governance and maintenance of Edge Condominiums as described in the Condominium Declaration for the Edge-Condominium filed in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. 20070114094 and recorded in Volume 198, Page 233 of the Condominium Records of Harris

County, Texas, including all amendments thereto; and

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, ARTICLE 3, UNITS OWNERS ASSOCIATION, **Association**, of the Declaration states, in part, as follows:

General Powers and Authority

3.05. "The Association shall have all of the powers allocated by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

...

(d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements *or by imposition of monetary penalties...*"; and

WHEREAS, ARTICLE 5, RESTRICTIONS AND COVENANTS, **General Restrictions on Use**, of the Declaration states, in part, as follows:

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5.01. "The right of an Owner and the Owner's guests, family or tenants to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

(a) No owner shall occupy or use the Owner's Unit or permit the Unit or any part of it to be occupied, or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that the Unit is not used for transient or hotel purposes, that the entire Unit is rented and not just one or more rooms, that the term of the lease is for a period of at least sixty (60) days and is subject to the Association's Governing Instruments and Rules, and that formal applications and acceptances will be made to and received from the Board on all tenants prior to occupancy."; and

WHEREAS, for the benefit and protection of the Association, the Owners, and the residents, the Board deems it necessary to adopt the following Rules Regarding Advertising Units for Lease & Levy of Fines for Short-Term Rentals which shall be enforced in addition to any and all Rules or restrictions regarding leasing currently in place.

NOW, THEREFORE, BE IT RESOLVED, that upon careful consideration and deliberation, with all motions being correctly proposed and seconded, the Board voted to adopt the following Rules Regarding Advertising Units for Lease & Levy of Fines for Short-Term Rentals at Edge Condominiums.

APPLICATION FEE AND DEPOSIT FEE,

- 1.) Application fee: Any owner who wishes to lease a unit must first obtain written approval from the Board of Directors. In order to obtain such approval, an Owner must submit an application form at least twelve days before the start of each lease and must pay to the Board of Directors or the Managing Agent a non-refundable application fee of \$250.00 dollars and;
- 2.) Security Deposit: Upon approval of the Board of Directors, a Resident Owners on execution hereof must pay to the Board of Directors or Managing Agent a security deposit of \$1,000.00 at least ten days before the start of each lease. The security deposit shall be refund at the end of the lease agreement.

**RULES REGARDING ADVERTISING UNITS FOR LEASE & LEVY OF FINES
FOR SHORT-TERM RENTALS**

- 3.) All on-line rental listings for less than sixty (60) days and that require the Resident Owner to pay city/state Hotel Occupancy Taxes are not permitted, such as Airbnb, HomeAway, and similar.
- 4.) If an advertisement which violates the Rule above is found, the Owner of the Unit will be fined \$100.00 a day until the listing is removed.
- 5.) An Owner who rents his/her/their Unit for a period less than sixty (60) days may be fined:
 - a. \$1,500.00 per violation. If a violation is not promptly cured, the Board may fine the owner \$1,500.00 per day until the short-term rental ceases.

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- 6.) During "Special Events", including advertising for Special Events, fines for violation of the rules above will be tripled.
 - a. Special Events include, but are not limited to, major sporting events, including the Super Bowl, World Series, NBA Championships, All-Star Games, and NCAA tournaments, Houston marathon, rodeo, festivals, concerts, and similarly related events.

CERTIFICATION

I, the undersigned, being the President of the Midtown Edge Owners Association, Inc., hereby certify that the foregoing Rules were adopted by at least a majority of the Midtown Edge Owners Association, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 27 day of January 2021.

MIDTOWN EDGE OWNERS ASSOCIATION,
INC., a Texas non-profit corporation, acting through its
President

By: Elton Smith
Elton Smith, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Elton Smith, President of Midtown Edge Owners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of January 2021.

Notary Public, State of Texas

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Pages 46
02/05/2021 11:02 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$194.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS

COUNTY OF HARRIS

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



Tenesha Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS