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DECLARATION OF CONDOMINIUM

FOR

PARC AT MIDTOWN CONDOMINIUMS

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**DECLARATION OF CONDOMINIUM
FOR
PARC AT MIDTOWN CONDOMINIUMS**

STATE OF TEXAS §
COUNTY OF HARRIS §

This Declaration of Condominium (this "DECLARATION") is made and executed on the date set forth below by Crawford Condominiums, L.P., a Texas limited partnership ("Declarant"), pursuant to and in accordance with the provisions of the Texas Uniform Condominium Act, as now existing or hereafter amended, the same being Chapter 82 of the Property Code, Vernon's Texas Code Ann. (the "Act"), for the purpose of submitting the hereinafter described real property and the improvements located or to be located thereon to a condominium regime.

WITNESSETH

WHEREAS, Declarant is the owner of the real property which is located in Harris County, Texas and is described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and the improvements constructed thereon (sometimes referred to as the "Condominium" herein), situated in the County of Harris, State of Texas, consisting of eighty (80) individual residential units (sometimes referred to as the "Units") and certain other improvements located thereon more particularly described in the Condominium Plan (hereinafter defined); and

WHEREAS, Declarant desires to subject the Property, the Condominium, the Units, together with additional land as may hereinafter be made subject hereto, to the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, for the benefit of the Property, additions thereto, and each Owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable for the enforcement of the Declaration and the efficient preservation of the amenities in said condominium regime, to create an owners association (hereinafter defined) to which shall be delegated and assigned the power of administering and enforcing these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be incorporated, one or more non-profit corporations created under the laws of the State of Texas, including the first being the Parc at Midtown Owners Association, Inc., (hereinafter the "Association") whose directors will establish Bylaws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid. No more than one such non-profit corporation shall be in existence at any one time.

NOW, THEREFORE, Declarant, upon the recording hereof, establishes the Parc at Midtown, as a condominium regime and does declare that the Property described in this Declaration, including the improvements located thereon, is hereby established, conveyed, hypothecated, encumbered, held and submitted and made subject to the form of ownership set forth in the Texas Uniform Condominium Act, and is hereby subjected to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to provisions of the Texas Uniform Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in this Declaration shall run with the title to, the real property subject to this Declaration, and shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

After Recording Return To:
Shelly L. Maffett
Chicago Title Insurance Company
712 Main Street, Suite 2000E
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DECLARATION OF CONDOMINIUM
FOR
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1. NAME.

The name of the condominium is Parc at Midtown Condominiums (hereinafter sometimes called "Parc at Midtown" or the "Condominium," as further defined herein), which condominium is hereby submitted by Declarant to the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Certificate of Formation shall have their normal, generally accepted meanings or the meanings given in the Act or the Texas Business Organizations Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws, and the Certificate of Formation shall be defined as follows:

(a) Act shall mean the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, as such act may be amended from time to time.

(b) Additional Property shall mean any property, which Declarant may, but shall have no obligation to, to add to and submit to the Condominium by exercise of its development rights as provided in this Declaration.

(c) Architectural Review Committee or ARC shall mean the committee established to exercise the architectural review powers set forth in Paragraph 13 hereof, which shall be the Board of Directors of the Association unless by resolution the Board appoints a separate Architectural Review Committee.

(d) Area of Common Responsibility shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person become the responsibility of the Association.

(e) Association shall mean Parc at Midtown Owners Association, Inc., a Texas nonprofit corporation, its successors or assigns.

(f) Board or Board of Directors shall mean the board of directors of the Association, which shall be the body vested with the power to manage and operate of the Association.

(g) Bylaws shall mean the Bylaws of the Parc at Midtown Owners Association, Inc.

(h) Certificate or Certificate of Formation shall mean the Certificate of Formation of the Parc at Midtown Owners Association, Inc., which has been or will be filed with the Secretary of State of the State of Texas.

(i) Common Elements shall mean those portions of the property subject to this Declaration, which are not included within the boundaries of a Unit, as more particularly described in this Declaration.

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(4) Using Insurance proceeds for purposes other than construction or repair of the insured improvements incurred by the Association; or

(5) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months, which the aggregate of the capital expenditures cost more than twenty (20) percent of the annual operating budget.

(f) Limited Common Elements shall mean a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Declaration.

(s) Maintenance Manual shall mean those certain maintenance criteria, maintenance manuals, and warranty requirements for the Condominium building provided by Declarant to the Association in accordance with subparagraph 17(f)(ii) hereof.

(t) Majority means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

(u) Material Amendment shall mean adding, deleting or modifying any provision in the Declaration regarding the following:

- (1) Assessment basis or assessment liens;
- (2) Any method of imposing or determining any charges to be levied against individual Unit Owners;
- (3) Reserves for maintenance, repair or replacement of Common Elements;
- (4) Maintenance obligations;
- (5) Allocation of rights to use Common Elements;
- (6) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements of Units;
- (7) Reduction of insurance requirements;
- (8) Restoration or repair of Common Elements;
- (9) The addition, annexation or withdrawal of land to or from the Condominium Regime;
- (10) Voting rights;
- (11) Restrictions affecting leasing or sale of a Unit; or
- (12) Any provision which is for the express benefit of mortgagees.

(v) Mortgage shall refer to any mortgage, deed of trust or deeds of trust to secure debt, a deed of trust, or other similar instrument filed in the Official Records.

(w) Mortgage or Mortgage Holder shall mean the holder of any Mortgage.

(j) Common Expenses shall mean the regular expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements. Common Expenses shall include sums lawfully assessed to maintain a Replacement Reserve Fund for the repair and replacement of the Common Elements. The term "Regular Assessments" shall refer to the annual assessments for Common Expenses which are paid in monthly intervals.

(k) Condominium shall mean the Property and improvements, including buildings, structures, facilities, fixtures and equipment constructed, placed or erected therein or thereon and to be removed, and all easements, rights, hereditaments and appurtenances thereto in any wise belonging or appertaining thereon in the plats/plans attached as Exhibit "C" hereto located on the Property described in Exhibit "A" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration.

(l) Condominium Instruments shall mean this Declaration, the Bylaws, and all exhibits to this Declaration, including the Plat, the Rules and Regulations, and any policies set forth by the Association, all as may be supplemented or amended from time to time.

(m) Declarant shall mean Crawford Condominiums, L.P., a Texas limited partnership, its respective successors and assigns and any other Person or entity as further set forth in Section 82.003(a)(10) of the Act. The event of Declarant losing its rights to appoint and remove directors of the Association shall not otherwise alter its legal status as Declarant herein.

(n) Declarant Control Period shall mean the period of time during which Declarant is entitled to appoint and remove members of the Board of Directors as provided in Section 7 of the Declaration and Article III, Part A, Section 2 of the Bylaws. If a conflict arises between the Declaration and the Bylaws regarding the Declarant Control Period, the terms and provisions of the Declaration shall control.

(o) Effective Date shall mean the date on which this Declaration is recorded in the Harris County, Texas records.

(p) Eligible Mortgage Holder shall mean those holders of first lien Mortgages secured by Units in the Condominium who have requested notice of certain items as set forth in this Declaration.

(q) Extraordinary Action shall mean

(1) Merging or consolidating the Association (other than with another non-profit entity formed for purposes similar to the Association);

(2) Expanding the land included in the Condominium by adding land not described within this Declaration or as Additional Property, which expansion of land, other than by adding Additional Land, within the Condominium Regime, increases the overall land area of the Condominium or number of Units by more than ten percent (10%);

(3) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Elements (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended use of the Common Elements; (ii) dedicating Common Elements as required by a public authority; or (iii) limited boundary-line adjustments made in accordance with the provisions of the Declaration;

(x) Occupant shall mean any Person staying overnight in a Unit for a total of more than thirty (30) consecutive days or more than sixty (60) nonconsecutive days, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Unit.

(y) Official Records shall mean the official real property records of Harris County, Texas.

(z) Owner shall mean the record title holder of a Unit within the Condominium, but shall not include a Person who is only a Mortgage holder.

(aa) Permittee shall mean any Occupant and any officer, agent, employee, licensee, customer, vendor, supplier, guest, invitee or contractor of an Owner or Declarant.

(bb) Person shall mean any individual, corporation, firm, association, partnership, trust, or other legal entity.

(cc) Plats or Plans shall mean the plat and floor plans for the Parc at Midtown Condominium, attached as Exhibit "C" and incorporated herein. More specifically, the Plats/Plans sets forth, inter alia, the following: (1) a general description and diagrammatic plan of the Property; (2) all Common Elements and Limited Common Elements appurtenant thereto; and (3) such other information as is desirable or required pursuant to Section 82.054 of the Act, including a certification as to compliance with Section 82.059 of the Act. The measurements set forth on the Plats/Plans are nominal values taken from the plans and specifications for the Property and may not be precisely accurate as to any Unit due to variances in construction and interior floor plans. Declarant shall not be liable to any Owner as a result of any discrepancies in actual measurements from those set forth on the Map, and each Owner, by accepting a deed to its property, waives any such claim or cause of action against Declarant regarding such matter. Upon completion of the construction of the Improvements herein, Declarant, without the joinder of any other Owner, shall file an amendment to this Declaration amending the Plats/Plans and this Declaration to reflect actual measurements for each Improvement.

(dd) Property shall have the same meaning as set forth in Exhibit A.

(ee) Special Declarant Rights shall have the same meaning as such term is defined in Section 82.003(22) of the Act.

(ff) Townhome Unit. A Unit that is either free-standing or designed and constructed as a single-family home or townhome style Unit (regardless if such Unit shares a wall or roof with a neighboring Unit) and is not a Unit in a multi-family designed building. It is anticipated that buildings A and B shall be multi-family style Units, and the buildings identified as C and D shall be townhome style Units.

(gg) Intentionally deleted.

(hh) Intentionally deleted.

(ii) Intentionally deleted.

(jj) Total Association Vote shall mean all of the eligible votes attributable to members of the Association (including votes attributable to Declarant), and the written consent of Declarant for so long as Declarant owns a Unit.

(kk) Unit shall mean that portion of the Condominium intended for individual ownership and separate use as more particularly described in this Declaration. If applicable, general provisions in this Declaration that reference Units shall include Townhome Units unless specifically stated otherwise.

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS.

The Condominium subject to this Declaration and the Act is located in the James S. Holman Survey, Abstract No. 323, City of Houston, Harris County, Texas, being more particularly described in Exhibit "A" attached to this Declaration, which exhibit is specifically incorporated herein by this reference.

4. UNITS AND BOUNDARIES.

Upon completion of all phases, the Condominium will be divided into eighty (80) separate Units and Common Elements, some of which may be allocated as Limited Common Elements. The initial filing of this Declaration shall include only the Phase I Units, which are a total of eight (8) and identified on Exhibit B-2; each subsequent phase will be added to the Condominium by separate amendment as anticipated in Exhibit B. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described feehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Plat. Units may be freestanding, townhome style (with shared walls, foundation, roof, etc.) or apartment style residences.

(a) Vertical Boundaries. With respect to common walls between Units, the perimeter or vertical boundaries of the Units served thereby shall be the interior finished surface of such walls. The vertical boundaries include the wallboard, the glass wall system, or other material comprising the walls of the Unit.

(b) Horizontal Boundaries. The upper horizontal boundary of such Units shall be the horizontal plane formed by the finished surface of the wallboard or other material comprising the ceiling of the Unit, with such material constituting part of the Unit. The lower horizontal boundary of such Units shall be the horizontal plane formed by the uppermost finished surface of the flooring of such Units. For any Units that consist of at least two-stories, the upper horizontal boundary of such Units shall be the horizontal plane formed by the uppermost finished surface of the wallboard or other material comprising the ceiling of the uppermost level of such Units, with such material constituting part of the Units; the lower horizontal boundary of such Units shall be the horizontal plane formed by the uppermost finished surface of the flooring of the lowermost level of such Units.

Additional Information to Interpret Unit Boundaries: Entry doors and exterior glass surfaces, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of the Unit. For all Units which are entirely freestanding without shared walls, foundations and/or roofs: the support beams, columns and shear walls shall be part of the Unit; for all other Units, the support beams, columns and shear walls shall not be part of a Unit.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one (1) Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

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landscaping and janitorial equipment and materials used for maintenance, operation and/or repair of the Land or used for the purpose of providing any services to the Land, the Units or to the Owners;

(iii) Thoroughfares such as stairways, elevators, entrances, exits or communications ways, service encasements and any other portion of the Land not included within any Unit or designated hereby as a Limited Common Element;

(iv) Utilities and, in general, all devices or installations existing for common use by the Owners;

(v) Parking spaces, or open or surface parking, as described in this Declaration or on the Condominium Plan that have not been assigned to or otherwise reserved as an appurtenance to a Unit;

(vi) The controlled access system, and other mechanical or other systems, and components relating thereto installed by the Declarant or the Association for the benefit of all Owners;

(vii) To the extent that they serve more than one Unit, cable or satellite receivers, other telephone, cable, video and fiber optic facilities and all equipment appurtenant thereto (if any) installed by the Declarant or the Association for the benefit of all or more than one of the Owners;

(viii) The components or installation of equipment and materials comprising central services such as electrical power, gas, water, reservoirs, waste collection, water tanks and pumps, fire sprinkler system components, and all similar devices and installations which serve more than one Unit installed by the Declarant or the Association for the benefit of all or more than one of the Owners;

(ix) All other elements necessary to the existence, upkeep and safety of the Condominium including any portion of the Buildings and the Land not specifically a Unit;

(x) All other structures, facilities and equipment not part of or serving the Unit(s) and located in the Condominium; and

(xi) All replacements and additions to any of the foregoing.

6. LIMITED COMMON ELEMENTS.

(a) The Limited Common Elements located on the Condominium and the Unit(s) to which they are allocated are as follows:

(i) an enclosed or fenced in yard, patio or terrace attached to and exclusively serving one Unit (or a select group of Units to the exclusion of other Units), as more specifically shown on the floor plans and/or site plans, is allocated as a Limited Common Element to the Unit so served;

(ii) a balcony attached to and exclusively serving a Unit, as more specifically shown on the floor plans, is allocated as a Limited Common Element to the Unit so served;

(iii) the mechanical room serving more than one (1), but less than all Units, are allocated as Limited Common Elements to the Units that are served by such mechanical room;

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In interpreting deeds and the Plat, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original Plat thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or floor plan, regardless of settling or lateral movement of the Condominium building in which the Unit was located, and regardless of minor variance between the boundaries shown on the Plat or in a deed and those of the Unit. Notwithstanding anything contained herein and/or in the Plats to the contrary, the Unit boundaries of a Unit shall be as provided in this Section 4; provided however, the percentage allocated interest in the Common Elements, as provided in Exhibit B attached hereto shall be calculated based on the square footage of each unit constructed and enumerated in the Plats. The square footage of each Unit provided in the Plats may be different than the square footage of each Unit calculated based on/using the Unit boundaries described in this Section 4.

The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association.

5. COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit or not considered a part of the Unit. Ownership of the Common Elements shall be by the Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Exhibit B-1 sets forth the anticipated percentages upon completion of the entire project; Exhibits B-2 through B-6 set forth the percentages of the undivided interests in and to the Common Elements as each phase of construction is completed and such phase declared a part of the Condominium, and Exhibit B may be amended from time to time as construction progresses and phases are completed. Such percentages of undivided interest may be altered only by the written consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration, except in the case of expansion of the Condominium, as provided in Paragraphs 25 and 26 hereof, in which case the amendment may be approved and executed by Declarant without approval of the Owners or Mortgagees. Notwithstanding the same, the Declarant reserves the right during construction to develop the phases in the same or different order as planned, and may amend Exhibit B under such circumstances without the approval of the Owners or Mortgagees, provided that the total ownership percentage shall continue to total one hundred percent under the same formula for determining such ownership percentages. The allocated interest assigned to a particular Unit will decrease as additional Units are added the condominium regime as each phase of construction is completed and declared a part of the Condominium.

The Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

Without limited the generality of the above, the Common Elements includes the following:

(i) The Land, including all drives, driveways, sidewalks, outside walkways, controlled access facilities, landscaping and parking areas;

(ii) Areas used for storage of maintenance, and all personal property, maintenance,

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(iv) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is allocated as Limited Common Element to the Unit or Units so served;

(v) any utility meter which serves only one (1) Unit is allocated as a Limited Common Element to the Unit so served;

(vi) a Unit may be assigned or allocated one (1) or more parking spaces, which are set forth in Exhibit "D" attached hereto and incorporated herein by this reference and shown on the floor plans as a Limited Common Element allocated to the Unit. Parking spaces may be initially assigned or allocated, as the case may be, by amendment to this Declaration as provided in subparagraphs (b), (c) and (d) below. A Unit may also be allocated one (1) storage locker which (with such storage lockers initially allocated as set forth on Exhibit D) it being further understood that not all Units shall have a storage locker allocated to it as there are more Units than storage lockers. Except as allowed by the Declarant in this Declaration, storage lockers may not be assigned, transferred or sold by an Owner, and such storage locker is an appurtenance to the Unit it is allocated to as set forth in the Declaration. Further, the Declarant, during the Declarant Control Period and the Association thereafter, in each of their sole and absolute discretion, shall have the right to change the location of the parking space(s) and/or storage locker assigned to each Unit. If any parking space or storage locker is not assigned to a Unit, such spaces and/or lockers may be allocated or assigned to a Unit but not as an appurtenance to a Unit by the Developer or the Association on a temporary basis;

(vii) each Unit is allocated one (1) mailbox or mail slot.

(b) Any Common Element not previously allocated as a Limited Common Element may be so allocated, with a majority vote of both the Board and Owners, upon written application to the Association by the Owner or Owners for whose exclusive use such Common Element is requested. Upon approval by both the Board and the Owners of such application, the Association shall prepare and execute an amendment to the Declaration allocating the Common Element as a Limited Common Element, which amendment shall be executed by the Owner or Owners making such application, who shall bear the costs of preparing, executing and recording the amendment. The Board has the right to approve or disapprove any request made by any Person, other than Declarant, to allocate Common Elements not previously allocated as Limited Common Elements. Notwithstanding anything to the contrary, no Common Element may be reallocated if such reallocation to a Limited Common Element impedes the egress or ingress of any automobile onto the Property, or impedes or affects the walking path to any entrance of a Unit in any way.

(c) Any Limited Common Element may be reallocated by an amendment to the Declaration executed by the Owners among whose Units the reallocation is to be made in accordance with the provisions of Section 82.058(b) of the Act. The Owners executing the amendment shall provide it to the Association, which shall record it and the cost shall be borne by the Owners executing the Amendment. The Board has the right to approve or disapprove any request made by any Person, except Declarant, to reallocate Limited Common Elements.

(d) For so long as Declarant owns any Unit, Declarant shall have the right to sell to Owners one (1) or more parking spaces to be assigned as Limited Common Elements pursuant to subparagraphs (a) and (b) above. The proceeds of the sale of any parking spaces as Limited Common Elements shall be the property of and shall be kept by Declarant.

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7. ASSOCIATION ADMINISTRATION, MANAGEMENT AND MEMBERSHIP AND ALLOCATION OF VOTES.

(a) **Books and Records.** The Association or Managing Agent shall keep or cause to be kept detailed books and records showing all expenditures and receipts of the administration of the Condominium which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such books and records shall be open for inspection by Owners during reasonable working hours on weekdays and shall be audited annually by qualified independent auditors in accordance with generally accepted accounting principles within ninety (90) days after the end of any fiscal year of the Condominium, or as soon thereafter as practicable. Unless the Board shall determine otherwise, the fiscal year of the Association shall be the calendar year. The cost of such audit shall be an expense of the administration of the Condominium, and copies of any such audit shall be made available to all Owners; the Association has the right to charge a reasonable copying fee for providing a copy of such audit to any Owner.

(b) **Mortgage Access to Books and Records.** A Mortgagee shall, upon written request and at the Mortgagee's expense and/or payment of a reasonable copy fee, be entitled to: (i) inspect the Condominium Documents and the books and records of the Condominium, (ii) receive an annual financial statement of the Condominium, as soon as the same is available to the Owners, (iii) receive written notice of all meetings of the Association and (iv) be permitted to designate a representative to attend all meetings of the Association.

(c) **Association Records.** In addition to the financial records described in Section 8A., the Association or Managing Agent shall keep or cause to be kept: (i) the plans and specifications used to renovate the Condominium, if and to the extent furnished by the Declarant; (ii) the condominium information statement and any amendments thereto, (iii) the name and address of each Owner, (iv) voting records, proxies and correspondence relating to amendments to the Declaration, and (v) minutes of meetings of the Association and the Board of Directors. All financial and other records of the Association shall be available at its principal office for examination during normal business hours by an Owner and/or the Owner's authorized agent, and holders, insurers and guarantors of any first mortgages.

(d) **Association Costs and Expenses.** All costs incurred by the Association, including, but not limited to, any costs (including attorneys' fees) incurred in satisfaction of any liability arising herein, caused by or in connection with the Association's operation, maintenance or use of the Condominium, shall be an Association expense, unless a court of competent jurisdiction assesses such costs (including attorneys' fees) against one or more Owners or other third party. All sums received by the Association, including, but not limited to, all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association, shall be the receipts of the Association.

(e) **Bylaws.** The governance and administration of the Condominium shall be in accordance with the Bylaws which will be initially adopted by Declarant as sole Owner of the Condominium. The Bylaws may be amended by Declarant as hereafter provided and from time to time by the Association in accordance with the provisions thereof.

(f) **Administration by Association/Managing Agent.** The affairs of Condominium shall be administered by the Association. Unless otherwise expressly stated in this Declaration or the Bylaws, the Association, acting through its Board of Directors, may:

- i. adopt and amend the Bylaws;

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- xvi. adopt and amend rules regulating the termination of utility service to a Unit, the Owner of which is delinquent in the payment of an Assessment that is used, in whole or in part, to pay the cost of that utility;
- xvii. impose reasonable charges for preparing, recording, or copying declaration documents, resale certificates, or statements of unpaid Assessments;
- xviii. enter a Unit for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the Common Elements, another Unit, or the occupants;
- xix. assign its right to future income, including the right to receive Regular Assessments, but only to the extent this Declaration so provides;
- xx. suspend the voting privileges of or the use of certain Common Elements by an Owner delinquent for more than thirty (30) days in the payment of Assessments;
- xxi. purchase insurance and fidelity bonds it considers appropriate or necessary;
- xxii. exercise any other powers conferred by this Declaration, the Articles or Bylaws;
- xxiii. exercise any other powers that may be exercised in the State of Texas by a corporation of the same type as the Association; and
- xxiv. exercise any other powers necessary and proper for the government and operation of the Association.

Any of the duties, powers and functions of the Board may be delegated to the Managing Agent.

(g) **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors, subject to the provisions in Section (h) below, providing for a Declarant Control Period of the Association. At or as soon as convenient after the organizational meeting of the Association, the Association shall elect the first Board of Directors which shall consist of not less than three (3) members, all of whom shall serve without pay or compensation (except as provided in the Bylaws), for such term as specified in the Bylaws.

(h) **Declarant Control of the Association.** There shall be a Declarant Control Period of the Association during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors. During such Declarant Control Period, the members of the Board shall serve at the pleasure of the Declarant and the number of members may be reduced to three (3). The Declarant Control Period terminates not later than the 120th day after conveyance of seventy-five percent (75%) of the Units that may be created to Owners other than the Declarant. No later than the 120th day after conveyance of fifty percent (50%) of the Units that may be created to Owners other than the Declarant, not less than one-third of the members of the Board of Directors must be elected by Owners other than the Declarant. Not later than the termination of the Declarant Control Period, the Owners including Declarant shall elect a Board of Directors of at least three (3) members (which may include the Declarant), all of whom shall be Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Owner shall be eligible to serve as a Director and shall be deemed to be an Owner for purposes of the preceding sentence. The Board of Directors shall elect the officers of the Association at the first meeting, and in accordance with the Bylaws thereafter. The persons elected shall take office on

- ii. adopt and amend budgets for revenues, expenditures, and replacement reserves, and collect Assessments from Owners;
- iii. borrow money, and grant liens or security interests in properties owned by the Association (which excludes Common Elements and/or Units unless such Units are owned by the Association) as security therefor, including the Association's right to future income from common expense assessments;
- iv. hire and terminate Managing Agents and other employees, agents, and independent contractors, provided that any agreement for professional management of the Condominium, or any other contract providing for services of the Declarant, may not exceed three years and must provide for termination by either party without cause and without payment of a termination fee on 90 days or less prior written notice;
- v. institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Condominium;
- vi. make contracts and incur liabilities relating to the operation of the Condominium;
- vii. regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium;
- viii. adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of Units and Common Elements, to the extent the regulated actions affect Common Elements or other Units;
- ix. cause additional improvements to be made as a part of the Common Elements;
- x. acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, except Common Elements;
- xi. acquire, lease, encumber, exchange, sell, or convey a Unit;
- xii. grant easements, leases, licenses, and concessions through or over the Common Elements;
- xiii. impose and receive payments, fees, or charges for the use, rental or operation of the Common Elements and for services provided to Owners;
- xiv. impose interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard are given, reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations;
- xv. adopt and amend rules regulating the collection of delinquent Assessments and the application of payments;

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election. The termination of the Declarant Control Period does not terminate any other Development rights and/or Special Declarant Rights that the Declarant may have set forth in the Declaration or the Act.

(i) **Termination of Contracts and Leases of Declarant.** The Association may terminate, without penalty, contracts or leases between the Association and the Declarant or an affiliate of Declarant if:

- i. the contract or lease is entered into by the Association when the Association is controlled by the Declarant;
- ii. the Association terminates the contract or lease before the first anniversary of the date a Board of Directors elected by the Owners takes office; and
- iii. the Association gives at least ninety (90) days' notice of its intent to terminate the contract or lease to the other party.

(j) **Management Certificate.** The Association shall record in the Office of the County Clerk of Harris County, Texas, a certificate, signed and acknowledged by an officer of the Association, stating: (i) the name of the Condominium, (ii) the name of the Association, (iii) the location of the Condominium, (iv) the recording date of this Declaration, and (v) the mailing address of the Association, or the name and mailing address of the Managing Agent. The Association shall record an updated management certificate within thirty (30) days after the date the Association has notice of a change in any of the information set forth in (i) through (v) above as set forth in the recorded management certificate.

(k) **Resale Certificate.** In connection with the sale of any Unit (other than a sale by Declarant), the Association shall furnish to the selling Owner or the Owner's agent, within ten (10) days after the date of receiving a written request from the Owner, a resale certificate containing the following information: (i) the current operating budget of the Association; (ii) any right of first refusal or other restraint contained in the Declaration that restricts the right to transfer a Unit; (iii) the amount of the periodic Regular Assessments and the unpaid Regular Assessments or Special Assessments currently due and payable by the selling Owner; (iv) other unpaid fees or amounts payable to the Association by the selling Owner; (v) capital expenditures, if any, approved by the Association for the next twelve (12) months; (vi) the amount of reserves, if any, for capital expenditures and of portions of those reserves designated by the Association for a specified project; (vii) any unsatisfied judgments against the Association; (viii) the nature of any pending suits against the Association; (ix) insurance coverage provided for the benefit of unit owners; (x) whether the Board of Directors has knowledge that any alterations or improvements to the Unit or the Limited Common Elements assigned to that Unit violate the Declaration, the Bylaws or the Rules and Regulations; (xi) whether the Board of Directors has received notice from a governmental authority concerning violations of health or building codes with respect to the Unit, the Limited Common elements assigned to that Unit, or any other portion of the Condominium; (xii) the remaining term of any leasehold estate that affects the Condominium and the provisions governing an extension or renewal of the lease; (xiii) the name, mailing address, and telephone number of the Managing Agent, if any; and (xiv) such other information as the Association may deem appropriate. The Association shall not be liable to a selling Owner or such Owner's prospective purchaser for delay or failure to furnish a resale certificate, and an officer or agent of the Association is not liable for a delay or failure to furnish a resale certificate unless the officer or agent willfully refuses to furnish the resale certificate or is grossly negligent in not furnishing the resale certificate.

In the event that a properly executed resale certificate incorrectly states the total of delinquent sum owed by the selling Owner to the Association, the purchaser shall not be liable for payment of additional delinquencies that are unpaid on the date the resale certificate is prepared and that exceed the total sum stated in the resale certificate; provided, however, in no event shall a resale certificate affect: (i) the Association's right to recover debts, claims, or amounts that are due by the Seller which became due prior to

the date the certificate was prepared, regardless of whether the resale certificate correctly stated the total of the delinquent sum owed by the selling Owner to the Association; (ii) the Association's right to recover debts or claims that arise or become due after the date the certificate is prepared; or (iii) the Association's lien on a Unit securing payment of future Assessments.

(l) Restrictions on Alienation of Common Elements. Notwithstanding any other provision of this Declaration, the Association may not seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, or any part thereof, by act or omission, without first receiving the prior written approval thereof by Owners holding at least sixty-seven percent (67%) of the Common Interest Ownership (other than that held by the Declarant) or first lien Mortgagees holding sixty-seven percent (67%) of the first lien Mortgages (based on one vote for each first Mortgage held). Nothing in this Section 8(l) shall limit the authority of the Association to grant an easement for the use of any public utility(ies) or for any other public purpose(s) consistent with the intended use of the Common Elements by the Condominium.

(m) Membership and Votes. All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Condominium, excluding Persons holding such interest under a Mortgage, are members of the Association, and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Declaration and in accordance with the Bylaws. Subject to the provisions of the Condominium Instruments, the Owner or collective Owners of a Unit shall be entitled to one (1) equally weighted vote for such Unit.

(n) Subject to Assessments. Each Owner, by acceptance of a deed and/or other conveyance of title to a Unit, acknowledges that, in addition to being subject to and bound by the Condominium Instruments, he or she is subject to the Declaration, and subject to assessment by the Association.

(o) Meetings of the Association.

i. First Meeting. The first meeting of the Association shall be held not later than the earlier of (i) one hundred twenty (120) days following the conveyance by Declarant of more than seventy-five percent (75%) of the Units created, to Owners other than Declarant or (ii) three (3) years after the first Unit is conveyed by Declarant. Until the first meeting of Owners, the affairs of the Association shall be managed by the first Board named in the Articles or their successors, and during such period it shall have the right to exclusively represent, act as and constitute the Board of Directors, and shall have the right to exclusively exercise and perform all of the rights, powers, authority, functions and duties herein or in the Act or Bylaws given to the Association or the Board; provided, however, not later than one hundred twenty (120) days following the conveyance by Declarant of more than fifty percent (50%) of the Units, not less than one-third of the members of the Board of Directors shall be elected by Owners other than the Declarant.

ii. Annual Meetings. Following the first meeting of the Association, there shall be an annual meeting of the Association at which the Board, or a portion thereof, shall be elected, and other meetings as provided for herein or in the Bylaws. Special meetings of the Association shall be called by the President, a majority of the Directors or Owners having twenty percent (20%) of the Percentages of Common Interest Ownership entitled to be cast at such special meeting. Notice of time, place and subject matter of all meetings shall be personally delivered, delivered electronically, or mailed to each Owner or to the individual representative designated by such Owner at the last address given by such Owner to the Association. If any Owner shall fail to give an address to the Association for the mailing of notices, all notices shall be personally delivered or mailed to the Unit of such Owner, and such Owner shall be deemed to have been given notice of any such meeting irrespective of the actual receipt of the same.

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undivided interest in the Common Elements appurtenant to the Unit as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

(b) The Board of Directors shall have the power to levy Special Assessments against Units in its discretion it shall deem appropriate or necessary. Failure of the Board of Directors to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.

i. Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units that are benefited according to the benefit received. It is anticipated that certain Townhome Units will benefit from a yard that is enclosed for the benefit certain Owner(s) of the Townhome Units, and the landscaping maintenance and related maintenance expenses incurred by the Association in maintaining such enclosure shall be specially assessed against the Owners of the Townhome Units. As the Condominium includes more than one section and/or phase of Townhome Units with enclosed yards of different sizes, the special assessments may be allocated proportionately to the size of the enclosures to such Owners of the Townhome Units. Likewise, repairs to roof of Townhome Units may be specially assessed against the Townhome Units that benefit from such repairs. Utility charges, as provided in subparagraph (c), shall be specially assessed. Except for expenses for maintenance, repair or replacement of Limited Common Elements that may be specially assessed, expenses incurred for the maintenance, repair or replacement of the Area of Common Responsibility, shall not be specially assessed.

ii. Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units may be specially assessed against such Unit or Units.

(c) The Condominium may be served by a common water meter and common electrical meter and submeters for individual Units for said utilities. In such case, the Board shall have the authority to assess as a special assessment, as provided in subparagraph (b)(i) above, individual Unit utilities usage charges, based on readings of the submeters or based upon reasonable estimates of utilities charges with periodic adjustments, including the right to add a charge for the cost of overhead for such submetering, to add a charge for common area utilities usage charges based on such individual usage as a proportion of all individual usage, and/or to install separate, direct utility meters for the Units

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

In addition to and not in limitation of all other rights it may have, the Association, acting through its Board of Directors, shall have the right and authority:

(a) to enter into Units for maintenance, emergency, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Paragraph, an emergency justifying immediate entry into a Unit shall include, but not be limited to the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of

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(p) Directors.

i. Number of Directors. The initial number of directors has been set by the Articles at three (3) who shall continue in office until the initial meeting of Owners after the expiration of the Declarant Control Period. Thereafter, there shall be five (5) Directors. Any expansion or subsequent contraction (to not less than three (3)) of the number of directors shall be effected by an amendment to the Bylaws. Each director must be an Owner with the exception of the first Board appointed by the Declarant (and any replacement directors selected by Declarant prior to the first meeting of Owners) designated in the Articles, which Board and any replacement directors selected by Declarant may remain or be reelected as Directors following the first meeting of Owners. Except for directors appointed by the Declarant hereunder, no Owner and his or her spouse or cohabitant may serve on the Board at the same time, and no co-owners may serve on the Board at the same time. If any Unit is owned by a partnership, corporation, limited liability company, or trust, any one (1) officer, partner, trustee, or employee of that Owner shall be eligible to serve as a director and shall be deemed to be an Owner for purposes of the preceding sentence. Notwithstanding anything contained herein to the contrary, this Section 10 may not be amended without the prior written consent of Declarant, until one hundred twenty (120) days following the conveyance by Declarant of more than seventy-five percent (75%) of the Units.

ii. Terms of Directors. At the initial meeting of Owners after the expiration of the Declarant Control Period, two (2) directors shall be elected for a term of three (3) years, two (2) directors shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. Thereafter, at the annual meeting of Owners, the Owners shall elect directors to serve for a term of three (3) years to fill the position of the director or directors whose term or terms expired at the time of the annual meeting.

iii. Election of Officers. The officers of the Association shall be elected by the Board.

iv. Indemnity of Board. The Association shall indemnify each member of the Board, and each of its officers against expenses and liabilities (including the cost and expenses of defending against any such alleged liability) as and to the extent set forth in the Bylaws. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which a Director officer, or employee may be entitled by law or under any Bylaw, agreement, vote of members or otherwise.

v. Contracts. The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association whether or not a Director or such officer is interested in the transaction (as and to the extent set forth in the Bylaws). Such authority may be general or confined to specific instances. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or agent of the Association and in such manner as shall, from time to time, be determined by resolution of the Board. All funds of the Association shall be deposited, from time to time, to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

(a) Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the percentage of

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exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist;

(b) to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements, and Common Elements;

(c) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 82.102 of the Act;

(d) to grant and accept permits, licenses, utility easements, leases, and other easements;

(e) to control, manage, operate, maintain, improve and replace all portions of the Area of Common Responsibility;

(f) to represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss in accordance with the provisions of the Act and Paragraph 12 of this Declaration;

(g) to represent and act on behalf of the Owners in the event of any loss resulting from condemnation or eminent domain in accordance with the provisions of the Act and Paragraph 20 of this Declaration;

(h) to acquire, hold, and dispose of tangible and intangible personal property and real property;

(i) to collect security deposits in reasonable amounts, as determined by the Board of Directors in its sole discretion, to protect against any damage to the Condominium, including, without limitation, damage resulting from: moving in or out of a Unit; the transportation and use of construction materials in the Condominium; and the alteration, modification, or addition to a Unit and any Limited Common Element appurtenant thereto. Costs for repair of such damage may be deductible from the security deposit and any additional expenses may be specifically assessed against the Unit under subparagraph (b)(ii) above;

(j) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs or improvements to Units based on rules and regulations promulgated and adopted by the Board which may include, without limitation: financial stability of the contractors and/or subcontractors; history of compliance with the Condominium Instruments and rules and regulations of the Association; and other factors that may be reflective of quality and ability. The Board may also impose insurance requirements and collect other non-refundable deposits for use of elevators and the trash receptacle;

(k) at the sole expense of the Association, without need for a membership vote, and without the written consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust or electrical system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Owner as existed prior to the relocation;

(l) to close permanently or temporarily any portion of the Common Elements (excluding the Limited Common Elements and any Common Elements the use of which is reasonably necessary for access to or from a Unit, or any portion of the Common Elements over, on, upon or which Declarant has an easement), with thirty (30) days prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the

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closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed Common Elements by a Majority of the Total Association Vote cast at a duly called special or annual meeting;

(m) to enter into joint agreements and contracts with other associations for the provision of services including, without limitation, management, landscaping, concierge, property monitoring services, and trash removal services; and

(n) to borrow money for any purpose, subject to limitations, if any, set forth in this Declaration and to pledge or mortgage, the Association's real, personal or mixed property for purposes of borrowing money.

10. ASSESSMENTS.

(a) Purpose of Assessment. The term "Assessments" (and where applicable the use of the term "assessments") shall mean the funds required for the payment of Common Expenses which from time to time are assessed against any Owner, including Regular Assessments, Special Assessments, due, fees, charges, interest, late fees, fines, collection costs, attorney fees and another other amounts due to the Association by the Owners or levied against the Unit by the Association. The Association shall have the power to levy Assessments as provided herein and in the Act. The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Condominium as may be more specifically authorized from time to time by the Board. Recognizing that, to some degree, the cost of administration and maintenance of the Condominium and the Common Elements is related to the use of the Common Elements which is in turn related to the number of Units that are occupied, the Declarant may pay to the Association, in Declarant's sole discretion, either the Assessments with respect to all Units that the Declarant continues to own until the termination of the Declarant Control Period, or in lieu of paying such Assessments, an amount, if any, by which the "Actual Operating Expenses" (as hereinafter defined) incurred for any fiscal year (or portion thereof) of the Association ending prior to the termination of the Declarant Control Period, exceeds the aggregate of the Assessments (without any obligation to fund reserves) payable during such period by other Owners. For the purposes of this provision, the term "Actual Operating Expense" shall mean those expenses reasonably necessary for the normal maintenance and operation of the Condominium and shall not include (i) capital expenditures or Special Assessments for Capital expenditures (determined in accordance with generally accepted accounting principles); (ii) any amount paid into the Replacement Reserve Fund; or (iii) prepaid items, inventory items or similar expenses to the extent attributable to the period after such fiscal year (or part thereof).

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed and/or other conveyance of title to the Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual Assessments or charges; (ii) Special Assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific and/or individual assessments against any particular Unit which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration. Notwithstanding anything to the contrary in this Declaration, Declarant reserves the right to pay assessments in accordance with Section 82.112(b) of the Act.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be secured by a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Owner of such Unit at the time when the

delinquent assessments (with payments toward delinquent assessments being applied to the most-aged assessments first), and then to current assessments.

iii. If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year unless the then outstanding balance is paid in full.

iv. In order to secure the payment of the Assessments levied hereunder and other sums due hereunder (including interest, late fees, legal fees, collection costs, reimbursements, delinquency, and other charges made by the Association), an assessment lien and superior title shall be and is hereby reserved in and to the Unit and assigned to the Association, without recourse, which lien shall be enforceable as hereinafter set forth by the Association, or the Board on behalf of the Association. The liens described in this sub-section and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase, construction or improvement of any Unit and any renewal, extension, rearrangement or refinancing thereof. The collection of such Assessments and other sums due hereunder may, in addition to any other applicable method at law or in equity, may be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees, shall be chargeable to and be a personal obligation of such defaulting Owner. The right to use the Common Elements and the voting rights of any Owner in default more than thirty (30) days in the payment of Assessments or any other charges owing hereunder for which an Owner is liable may be revoked by action of the Board of Directors for the period during which such default exists; provided, however, the Board may not limit ingress or egress. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

v. If any Assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and herein, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend or deny access (including erecting physical barriers) to any parking space leased to such delinquent Owner (or Owner's Unit) by the Association until such time as the delinquent Assessments and all costs permitted under this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in suspending or denying access to any parking space or removing such suspension or denial of access shall be an Assessment against the Unit. An Owner whose access to a leased parking space has been suspended or denied shall not be entitled to use any other parking spaces on the Condominium property. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions. The Association shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by the recordation in the Official Public Records of Real Property of Harris County, Texas of an affidavit, duly executed, sworn to and acknowledged by an officer of the Association or its duly authorized employee or agent, setting forth the amount owed, the name of the Owner (or Owners) of such Unit, according to the books and records of the Association, the legal

assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Regular Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual Regular Assessments for Common Expenses shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt him or herself from liability for or otherwise withhold payment of Assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act. In addition to any other remedies and rights provided to the Association herein, the Association has the right to foreclose its lien in accordance with the Act.

(c) Computation of Operating Budget and Assessment. For each calendar year, the Board shall prepare and deliver to each member a budget covering the estimated costs of operating the Condominium during the coming year and a notice of the Assessments to be levied against each Unit for the following year. Certain fees for cable, internet or other such services may be in addition to the Assessments provided herein, but shall be collected in the same manner as the Assessments and shall be secured by a continuing assessment lien provided herein. Such budget may include the estimated costs expended by the Association in maintaining Limited Common Elements that benefit less than all of the Owners that will be considered a Special Assessment charged to the Owner's benefiting from the Association's maintenance of the Limited Common Elements that benefit only such Owner's being specially assessed.

Notwithstanding the foregoing, in the event the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) days prior to the proposed effective date.

Notwithstanding anything to the contrary stated herein, during the Declarant Control Period, Declarant or Declarant-appointed Board of Directors shall be authorized to unilaterally pass a new budget to reflect costs resulting from the addition of a phase or phases to the Condominium or to reflect costs that were not contemplated at the time the initial, estimated operating budget for the Association was developed.

(d) Delinquent Assessments. Unless otherwise provided by the Board of Directors, the annual Regular Assessments shall be paid in equal monthly installments due on the first day of each month. However, the Special Assessments, at the Board's discretion, may also be billed and paid annually, semi-annually, quarterly or monthly. All Assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

i. If any monthly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten percent (10%) per annum or such higher rate as may be permitted by the Act shall accrue from the due date.

ii. If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to

description of such Unit, or in such other manner as may be specified by the Act.

Each Owner, by acceptance of a deed to its Unit and/or other conveyance of title to a Unit, as the case may be, grants a power of sale to the Association to sell such property upon default in payment of any amount owed, and hereby expressly recognizes the existence of such lien as being prior to its ownership of such Unit. Each Owner, by acceptance of a deed to its Unit and/or other conveyance of title to a Unit, hereby vests in the Board or its agents the right and power to bring all actions against such Owner (or Owners) personally for the collection of such unpaid Assessments, and other sums due hereunder as a debt and to enforce the aforementioned lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as same may be amended or revised from time to time hereafter). In addition to and in connection therewith, by acceptance of the deed to its Unit, each Owner expressly GRANTS, BARGAINS, SELLS AND CONVEYS in the President of the Association from time to time serving as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Unit, and all rights appurtenant thereto, for the purpose of securing the said Assessments, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time.

The trustee herein designated may be changed at any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and attested to by the Secretary of the Association and filed in the Official Public Records of Real Property of Harris County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured to be paid by such lien, it shall be the duty of the trustee, or his successor, as hereinafter provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Unit, and all rights appurtenant thereto, at the door of the county courthouse of Harris County, Texas on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash at public venue after the Trustee and the Board, respectively, shall have given notice of the proposed sale in the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner, and his/her heirs, executors, administrators and successors. The trustee shall serve notice of such proposed sale by posting a written notice of the time, place and terms of the sale at least twenty-one (21) consecutive days preceding the date of sale at the courthouse door of Harris County, Texas and, in addition, the Board shall serve written notice at least twenty-one (21) days preceding the sale or the proposed sale by certified mail on each of such Owner according to the records of the Association. Service of such notice shall be completed upon depositing the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent address as shown by the record of the Association, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

At the foreclosure, judicial or non-judicial, the Association shall be entitled to bid for and purchase the Unit, as the case may be, as a Common Expense, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed, together with costs and attorney's fees. From and after any such foreclosure, the occupants of such Unit shall be required to pay a reasonable rent for the use of such Unit, and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to sue for recovery of possession of the Unit by forcible detainer without further notice.

It is the intent of the provisions of this Section to comply with the provisions of Section

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51.002 of the Texas Property Code, relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any other Owner or Mortgagee or other person may but is not obligated to, by amendment to this Declaration filed in the Official Public Records of Real Property of Harris County, Texas amend the provisions hereof so as to comply with said amendments to Section 51.002.

vi. If any Assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and herein, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility or service, the cost of which are a Common Expense, including, but not limited to, water, electricity, heat, air conditioning and cable television, to that Unit until such time as the delinquent Assessments and all costs permitted under this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an Assessment against the Unit. An Owner whose utility or service has been suspended shall not be entitled to use any such utility or service paid for as a Common Expense from any source and any such unauthorized use shall be considered a theft of services. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

(d) **Special Assessments.** In addition to the annual assessment provided for in subparagraph (b) above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. The term "Special Assessments" (including the terms "special assessment" and/or "specially assessed" where appropriate) shall refer to an assessment for items not generally deemed to be Common Expenses, but are needed from time to time to meet other needs or requirements of the Association, whether foreseen or unforeseen, including but not limited to capital improvements. Notwithstanding the same, Special Assessments may also include those certain costs expended by the Association in the maintenance of Limited Common Element(s) that benefit(s) less than all of the Owners, and such costs are charged to the Owners benefiting from such maintenance. Any Special Assessment (except as provided in subparagraph 8(b) regarding the power to assess specially pursuant to subsections (i) and (j) thereof and subparagraph 12(b) herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium) which would cause the average total of special assessments levied in one (1) fiscal year to exceed twenty-five percent (25%) of the year's budgeted Common Expenses, shall be approved by a Majority of the Total Association Vote prior to becoming effective.

(e) **Capital Reserve Budget and Contribution.** The Board of Directors shall annually prepare a capital reserve budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. Such reserve shall include, without limitation, an adequate "Replacement Reserve Fund" for the maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments fixed by the Board rather than by Special Assessment. The Board shall set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (d) of this Paragraph. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget. Upon purchase a Unit, the Owner will deliver at closing (but no later than two business days after purchasing the Unit) an amount, which shall be non-refundable, equal to three (3) month's Regular Assessments, which will be added to the Replacement Reserve Fund.

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returned pro-rata to the Unit Owners (which may be done by a credit for the following year's assessments). In the event surplus funds remain from a specific and/or individual assessment, such surplus funds shall be returned pro-rata to the individual Unit Owners that paid such specific and/or individual assessment.

(c) **Plat and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the Plat and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original Plat and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

(d) **Encroachments.** Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed Condominium building shall stand.

(e) **Construction Fund.** The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the Condominium building as are designated by the Board of Directors.

13. ARCHITECTURAL CONTROLS.

(a) **During the Declarant Control Period.** During the Declarant Control Period, there shall be no Architectural Review Committee and all encroachments onto the Common Elements or Limited Common Elements, exterior change, alteration or construction (including painting and landscaping), and any erection, placement or posting of any object, sign, clothesline, speaker, light, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roof of the Condominium, in any windows (except window treatments as provided herein), or on any Limited Common Elements or any Common Elements, must receive the prior written approval of Declarant. However, (i) a cross, mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the door frame of the Unit, (ii) reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15th, and (iii) other seasonal decorations may be displayed provided they are not displayed more than thirty (30) prior to such holiday or seven (7) days past the date of the holiday. In the event the provisions of the preceding sentence shall conflict with any law or regulation, then such law or regulation shall control and the preceding sentence shall be deemed void for so long as it conflicts with any law or regulation. Granting or withholding such approval shall be within the sole discretion of Declarant. All references in the Condominium Instruments to the Architectural Review Committee or ARC shall refer to Declarant during the Declarant Control Period. Notwithstanding anything to the contrary stated herein, the initial improvements constructed on the Condominium and all architectural modifications thereto that are made by Declarant shall not be subject to approval pursuant to this Paragraph.

(b) **After the Declarant Control Period.** After expiration of the Declarant Control Period, an Architectural Review Committee shall be appointed by the Board of Directors and except for Declarant, so long as Declarant shall own a Unit for sale, no Owner, Occupant, or any other Person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change,

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(f) **Surplus Funds and Common Profits.** Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses, at the option of the Board of Directors, may be added to the Association's Replacement Reserve Fund as set forth in (e) above.

(g) **Working Capital Fund.** Declarant, on behalf of the Association, shall establish a "Working Capital Fund" to meet unforeseen expenditures or to purchase any additional equipment or services. A non-refundable contribution to the Working Capital Fund of the Association shall be paid to the Association by the purchaser of each Unit at the closing of each sale or resale of a Unit in the amount of three (3) months of the Regular Assessments charged to such Unit. Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits during Declarant Control Period.

11. INSURANCE.

Insurance for the Condominium shall be obtained and maintained at all times by the Association as required by Section 82.111 of the Act. All insurance purchased by the Association shall run to the benefit of the Association, the Board of Directors, officers and all agents and employees of the Association, and their respective Mortgagees, and all other Persons entitled to occupy any Unit, as their interests may appear.

12. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless the Condominium is terminated, the repair or replacement would be illegal under any state or local health or safety statute or ordinance, or eighty percent (80%) of the Owners, including the Owner or Owners of any damaged Unit or Units or allocated Limited Common Elements vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each Eligible Mortgage Holder shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

(a) **Cost Estimates.** Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) **Source and Allocation of Proceeds.** If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to failure of the Association to maintain coverage as provided in Paragraph 11 of this Declaration, the additional cost shall be a Common Expense provided, however, if the Association obtained the insurance required under Paragraph 11 of the Declaration and the proceeds of such insurance are otherwise not sufficient to defray the costs of reconstruction and repair, as determined by the Board, the additional costs may be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Unit(s) or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. Such assessment may be considered a special assessment or a specific and/or individual assessment. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board; except by vote of the Board or by a majority of the Total Association Vote, surplus funds from special assessments may be

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alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, clothesline, speaker, light, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roof of the Condominium, in any windows (except window treatments as provided herein), on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ARC pursuant to this Paragraph 13 or as otherwise allowed within this Declaration. However, (i) a cross, mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the door frame of the Unit, (ii) reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15th, and (iii) other seasonal decorations may be displayed provided they are not displayed more than thirty (30) prior to such holiday or seven (7) days past the date of the holiday. Further, wreaths may be displayed on doors provided such wreath's theme or appearance coincides with the time of the year (for example but not in limitation, a wreath decorated or designed for Christmas may not be displayed in June, but a floral wreath unassociated with any holiday may be displayed in June). The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing Condominium building, Units and structures, the location in relation to surrounding structures and topography, and the impact of such approval, if any, on the increase or decrease of sounds and vibrations between the Units and between the Units and the Common Elements and the impact of such approval, if any, on the increase or decrease of sounds and vibrations between the Units and between the Units and the Common Elements. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph and may make alterations and relocations as deemed necessary or desirable by Declarant in Declarant's sole discretion.

(c) **Alteration of Units.** Subject to the other provisions of this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

i. **Alterations to the Interiors of the Units.** Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ARC approval (including, but not limited to, modifying connections of washers and dryers). All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any modifications or alterations to a Unit affecting the Common Elements must make application to the ARC as described below in order for the ARC to make the determination of whether the ARC's approval is required.

ii. **Alterations to the Exterior of the Units.** No Owner or Occupant of a Unit may make or cause an alteration to the exterior of the Unit, which is not approved by the ARC. Any repairs, paint or other materials used to maintain or repair the exterior of the Townhome Units shall be identical or as nearly identical as possible to the colors and materials used when the Townhome Unit was originally constructed, unless approved by the ARC. In the event the Owner or Occupant shall alter the exterior of a Unit or Townhome Unit without ARC approval, and/or refuses or declines to comply with the requests of the ARC, the Association may make such alterations or changes as deemed necessary to restore the Unit's and/or Townhome Unit's exterior to its original (or near original) look at the expense of the respective Owner, which expense(s) shall be a continuing lien against the Unit and/or Townhome Unit which may be foreclosed upon.

In regards to the enclosed yards of each Townhome Unit, no tree shall be planted wherein the base of the tree is located within ten feet (10') of the foundation of any Townhome Unit. Nor shall any tree be planted that may, given time, damage any fence installed and/or separating the yards. No yard shall be used to store equipment or other items and all landscaping shall be properly

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maintained and trimmed and keep with the landscaping designs of the Condominium. The Association may approve other rules and regulations regarding the landscaping of the enclosed yards.

iii. **Relocation of Boundaries.** Boundaries between adjoining Units may be relocated only in accordance with the provisions of Section 82.062 of the Act and this Declaration. As long as Declarant owns a Unit for sale, an Owner must obtain the prior written consent of Declarant and the Board of Directors in order to relocate the boundaries of his or her Unit. After Declarant no longer owns a Unit for sale, an Owner must obtain the prior written consent only of the Board of Directors in order to relocate the boundaries of his or her Unit. Declarant shall have the right to relocate boundaries between Units owned by Declarant without the approval of the Board of Directors, and the Board of Directors shall execute the required amendment to the Declaration.

iv. **Subdivision of Units.** No Unit shall be subdivided into a smaller Unit or Units.

(d) **Applications.** Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ARC may reasonably require. The ARC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board or ARC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing Condominium building and Units and the location in relation to surrounding structures and topography of the vicinity.

In the event that the ARC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the ARC may reasonably require have been submitted, the application shall be deemed disapproved. In such event, the application may be resubmitted within thirty (30) days of the date the response should have been delivered by the ARC, and if the ARC fails to approve or disapprove such application within thirty (30) days of resubmission, then the application shall be deemed approved. Any other approval by the ARC shall be effective only if given in writing. The ARC shall have the right to charge a reasonable review fee, to be established by the Board, for review of any plans or specifications submitted for approval to the ARC.

(e) **Encroachments onto Common Elements.** The ARC subject to this Paragraph may permit Owners to make reasonable encroachments onto the Common Elements that do not materially impair the rights of other Owners to the use and enjoyment of their Units.

(f) **Condition of Approval.** As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the ARC. It is the responsibility of every Owner of a Unit to determine for himself or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the Board or ARC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

(g) **Limitation of Liability.** Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only, and neither Declarant, the Board of Directors or the ARC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements.

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the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, as a result of such Person's violation of the Condominium Instruments, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

In addition to the following use restrictions, the Board of Directors may adopt rules and regulations in accordance with the terms hereof and as specified in the Bylaws (the "Rules and Regulations").

(a) **Use of Units.** Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as:

- i. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;
- ii. the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Unit without business activity;
- iii. the business activity is legal and conforms to all zoning requirements for the Condominium;
- iv. the business activity does not increase traffic in the Condominium in excess of what would normally be expected for Units in the Condominium without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services) or otherwise is not considered a nuisance;
- v. the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
- vi. the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, nuisance or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and
- vii. the business activity does not result in a materially greater use of the Common Elements or Association services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this Paragraph.

(b) **Number of Occupants.** The maximum number of adult Occupants in a Unit shall be limited to two (2) adult people per bedroom in the Unit (as such bedrooms are depicted on the original Plat filed in the Harris County, Texas records). For the purposes of this subparagraph (b), efficiency and studio-type

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Neither Declarant, the Association, the Board of Directors, the ARC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Unit.

(h) **No Waiver of Future Approvals.** Each Owner acknowledges that the members of the Board of Directors and ARC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors and ARC may adopt different architectural standards for different parts of the Condominium, based on street visibility and location of the proposed modification in the Condominium building. The approval of either the Board of Directors or the ARC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the ARC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(i) **Enforcement.** Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board or the ARC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney's fees, may be assessed against the benefited Unit and collected as an assessment pursuant to this Declaration.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions. Furthermore, the Board shall have the authority to record in the Official Records notices of violation of the provisions of this Paragraph.

If any Owner or Occupant makes any change, alteration, or construction (including landscaping) upon the Common Elements or Limited Common Elements in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction be removed or that it remain on the Common Elements or Limited Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

(j) **Commencement of Construction.** All changes, modifications and improvements approved by the ARC hereunder must be commenced within six (6) months from the date of approval. If not commenced within six (6) months from the date of such approval, then such approval shall be deemed revoked by the ARC, unless the ARC gives a written extension for commencing the work. All work approved by the ARC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ARC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

14. USE RESTRICTIONS.

Each Owner of a Unit shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Condominium Instruments and the Rules and Regulations of

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units shall constitute a one (1) bedroom unit. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 and/or the Texas Fair Housing Act, or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the Person(s) who will occupy the Unit. The designated Person(s) to occupy the Unit may not be changed more frequently than once every six (6) months. The Unit shall not be used as short-term stay or hotel-like boarding for such entity's employees, guests, visitors or invitees. This provision does not apply to the Declarant.

(c) **Use of Common Elements Including Amenities.** There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board of Directors, except as specifically provided herein. With prior written approval by the Board of Directors, and subject to any restrictions imposed by the Board of Directors, an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board of Directors. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of himself or herself and his or her guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. Except for access necessary for the maintenance and repair of an air conditioning or heating system exclusively serving a particular Unit, there shall be no use of the roof of the Condominium by the Owners, his or her family members, guests, tenants, invitees, agents or contractors. The Association and its agents and contractors shall have access to the roof for performing its maintenance and repair responsibility. There shall be no gardening or landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board of Directors. This subparagraph shall not apply to Declarant, so long as Declarant shall own a Unit for sale.

(d) **Use of Limited Common Elements, Balconies, Patios and Terraces.** Except as otherwise provided herein, the use of the Limited Common Elements allocated to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are allocated, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use of its respective Unit Owner(s), but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

i. **Balconies, Terraces and Patios.** No objects, including by way of illustration, but not limitation, flags, banners, grills, umbrellas, bicycles, laundry garments, towels, awnings, canopies and all other objects, may be located on a balcony or terrace or patio serving a Unit provided except as provided for in this Declaration; however, barbecue grills as installed by the Declarant and/or approved by the Board or ARC, as well as potted plants are permitted to be located on terraces, patios and balconies. Objects shall not be permitted to hang over or be attached to any exterior surface of a balcony or terrace wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of a balcony or terrace wall; provided, however, reasonable seasonal decorations and decorative lights may be displayed from a balcony or terrace as provided for within the Declaration or other governing instruments.

Enclosure of a balcony, terrace or patio (beyond the fencing or railing installed when the Unit was delivered by the Declarant) is prohibited. As used herein, "enclosure" shall mean the permanent enclosure of a balcony, terrace or patio into the heated and cooled space within the boundaries of a Unit or any portion thereof.

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Notwithstanding the foregoing, patio tables and chairs constructed of materials for outdoor use may be placed on a balcony or terrace. Furniture that is not designed or customarily used as outdoor furniture (by way of example but not in limitation, recliners, couches, desk chairs, etc.) is prohibited from being placed on a balcony or terrace. Any barbecue grill kept or installed on any balcony or patio shall be with a stainless steel exterior.

Notwithstanding anything contained herein, the Board of Directors of the Association shall have the right to promulgate rules and regulations with respect to use of balconies and terraces. Furthermore, notwithstanding anything to the contrary stated herein, it shall be the sole responsibility of the Owner or Occupant of a Unit to remove all permitted objects from a balcony or terrace during periods of high winds to prevent permitted objects from being blown from a balcony or terrace and to refrain from engaging in any activity on a balcony or terrace that may cause any object to fall from a balcony or terrace.

(e) **Prohibition of Damage, Nuisance and Noise.** Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The dwelling Units in the Condominium are built in close proximity to one another, and in some cases resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

Furthermore, noxious, destructive or offensive activity shall not be carried on within any portion of the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No Owner, Occupant or agent of such Owner or Occupant shall do or perform any work which, in the reasonable opinion of the Association's Board of Directors or its designees, would jeopardize the soundness or safety of the Condominium or any structure created thereon, allow for water intrusion into the Condominium or would otherwise reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

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(h) **Parking.** The Condominium has parking spaces that are considered garage parking located underneath a Townhome Unit or underneath a Unit located in Buildings A and B, and open-air parking that is not beneath a Unit. It being expressly understood that not all Units shall have garage parking, a Unit may have up to two (2) parking spaces enclosed within the garage of the Unit and allocated as a Limited Common Element, exclusively serving such Unit and appurtenant to such Unit; such garage parking spaces shall not be permitted to be assigned, sold or transferred to any other Unit, and are expressly appurtenant to the Unit. Open-air parking spaces may be allocated or assigned as the case may be as set forth herein. Every Unit that does not have garage parking shall be allocated at least one open-air parking space. Such allocated parking spaces are designated Limited Common Elements and may only be used by the Owner or Occupants to whom the parking spaces are allocated, and their guests and families and may not be assigned, sold or transferred to any other Unit. Other than allocated garage level parking spaces and the one allocated open-air parking space, the remaining open-air spaces may be assigned and transferred to the one allocated open-air parking space, and the same may be assigned and transferred by an Owner, provided that the assignment or transfer of such space shall not reduce the number of parking spaces assigned or allocated to such Unit to zero; any assignment or transfer that leaves a Unit with no parking space shall be deemed void *ab initio* without liability to the Association or the Declarant.

Unless kept within a fully enclosed garage, disabled and stored vehicles are prohibited from being parked on the Condominium. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium without being driven for fourteen (14) consecutive days or longer without prior written permission of the Board of Directors.

Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of more than one (1) ton, vans (excluding vans used by handicapped persons, mini vans or utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Texas Department of Motor Vehicles), recreational vehicles (RV's and motor homes), and vehicles used primarily for commercial purposes are also prohibited from being parked on the Condominium, except in areas that may be designated by the Board of Directors as parking areas for particular types of vehicles or kept within a fully enclosed garage. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board of Directors is first obtained. If an Owner's primary vehicle is used for commercial purposes, the Owner shall be allowed to park the vehicle in a parking space assigned or allocated to the Owner's Unit, provided such vehicle is not a bus or truck with a load capacity of more than one (1) ton.

If any vehicle is parked on any portion of the Condominium in violation of this Paragraph or in violation of the Association's Rules and Regulations, the Board of Directors or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the Person that will do the towing or booting and the name and telephone number of a Person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board of Directors or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a parking space that has been allocated as exclusively serving another Unit or otherwise assigned to another Unit, or

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(f) **Firearms and Fireworks.** The visible display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. Nothing in the provision is to be interpreted from preventing an Owner from owning firearms or using firearms in self-defense as determined by law enforcement or a court of competent jurisdiction. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size, and shall also include, without limitation, slingshots, archery, and other projectile emitting devices. The term "fireworks" shall include those items defined as "fireworks" in Chapter 2154 of the Texas Occupations Code, as amended.

(g) **Pets.** No Owner or Occupant may keep any animals on any portion of the Condominium except as expressly permitted in this subparagraph. An Owner or Occupant shall keep no more than two (2) dogs and/or cats (for a combined total of two (2)) per Unit. There shall be no restriction on the weight or size on such pets. In addition, an Owner or Occupant shall also be allowed to keep a reasonable number of other generally recognized household pets, as determined in the Board of Director's sole discretion, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils and small birds).

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written ARC approval. No pets are allowed on any portion of the Common Elements, except for the designated dog walk area. If any; provided, however, an Owner or Occupant may walk a pet across the Common Elements to each such dog walk area, if any, and for the purposes of entering or exiting the Unit or Condominium building or traveling directly to, using the most direct route. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements. Feces left upon the Common Elements by pets must be immediately removed by the owner of the pet or the person responsible for the pet.

No exotic animals or other animals not generally confined inside a home (for example, snakes, ponies, etc.) may be brought onto or kept on the Condominium at any time. In addition, other animals determined in the Board of Director's sole discretion to be dangerous or potentially dangerous shall not be brought onto or kept on the Condominium at any time. The Board of Directors may require that any animal that, in the Board of Director's opinion, endangers or potentially may endanger the health of any Owner or Occupant or creates or potentially may create a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board of Directors may (but shall not be obligated to) remove the pet. Any pet that in the Board of Director's sole discretion presents an immediate danger to the health, life-safety or property of any community member may be removed by the Board of Directors without prior notice to the pet's owner, and the Association, and their directors, officers, and agents shall have no liability for any decision not to remove such a pet and the Owner agrees to waive any such claim of liability. Provided such decisions are made in good faith, the Association may contact local authorities regarding any animal that the Association believes to be a dangerous or potentially dangerous animal without liability to owner of such animal.

Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. Any Owner or Occupant whose pet causes damages or injuries to another Owner or Occupant's real or personal property or pet shall be liable for such damages, which shall be a lien assessed against the Owner's Unit.

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otherwise creates a hazardous condition, no notice shall be required and the Board of Directors or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(i) **Heating/Cooling of Units.** In order to prevent damage within a Unit, including, but not limited to, cracks in finish materials, and breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of forty degrees (40°) Fahrenheit (except during power failures or periods when heating equipment is broken) at all times. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. The Board of Directors may fine any Owner or Occupant for violation of this subparagraph, in addition to any other remedies of the Association. Conversely, during hotter months, the thermostats within the Units shall be maintained with the air conditional in an "on" position at a maximum temperature setting of ninety (90°) Fahrenheit (except during power failures or periods when air conditioning equipment is broken) at all times.

No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any Unit, with the exception that window or wall type air conditioners shall be permitted if used while the Unit's HVAC unit is being repaired or replaced, but not for a period of greater than seven (7) days.

(j) **Signs, Advertising Posters, Political Placards, Banners, Flags, Stickers, Billboards, Speakers, Lighting, Awnings, Canopies or Shutters.** Except for signs that may be erected by Declarant related to the development and sale of Units, signs, advertising posters, political placards, banners, flags, stickers, billboards, speakers, lighting, awnings, canopies or shutters of any kind shall be governed by the Rules and Regulations. Notwithstanding anything to the contrary in the Rules and Regulations, Townhome Units may erect in the yard directly in front of the Townhome Unit one (1) for-sale sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than four feet (4') above the surface of the ground advertising such Townhome Unit for sale. Units in buildings designed as multi-family structures shall be prohibited from placing for-sale signs in their windows or on their balconies. Any conflict arising between the provisions set forth in this subsection (j) and any rule or regulation shall be resolved in favor of the rule and/or regulation and such provisions in this subchapter (j) or as set forth in the Rules and Regulations, shall be deemed void for so long as such provisions conflict with the law and/or regulations.

The restrictions provided herein or in the Rules and Regulations shall not be applicable to Declarant so long as Declarant owns and is selling a Unit. Owners of apartment style units may not mount flags on a bracket outside of the Unit.

(k) **Rubbish, Trash and Garbage.** All rubbish, trash and garbage shall be regularly removed from a Unit and shall not be allowed to accumulate thereon. No rubbish, trash or garbage shall be placed on the Common Elements (except for those portions of the Common Elements designated as recycling areas) or Limited Common Elements outside of the Unit, temporarily or otherwise, and shall be moved to the Condominium trash facilities for collection, or otherwise removed from the Condominium by an Owner or Occupant. Notwithstanding anything to the contrary stated herein, only ordinary household trash shall be disposed of in sealed trash bags and placed in the trash bin.

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(l) Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

(m) Garage Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board of Directors.

(n) Window Treatments. In the event the Declarant shall install blinds of uniform size, color and design in the Unit, the Owners and Occupants of the Units shall not be permitted to remove such window treatments originally installed by Declarant and shall be responsible for maintaining and keeping in good repair such window treatments. In the event Declarant shall not install blinds of uniform size and color, then only two inch (2") blinds shall be permitted to be installed in the windows of the Units, which the side visible from the outside shall be white. Notwithstanding the foregoing, an Owner or Occupant of a Unit may replace the window treatments with the prior written approval of the Architectural Review Committee, provided that the color of such alternative window treatments visible from outside any portion of the Unit is backed in the identical color as originally installed by the Declarant or shall be white if not installed by the Declarant. No other type of window treatment shall be permitted without the approval of the ARC. Under no circumstances shall there be allowed a canopy or awning to be placed by an Owner on the exterior of a Unit or over its balcony or terrace.

(o) Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners:

i. No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units, without written approval of the Board of Directors or the Architectural Review Committee.

ii. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.

iii. Subject to the last sentence of this subparagraph 14(o), DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the Rules and Regulations of the Association, and only if and to the extent such rules mandate that such dishes or antennas be allowed, both as may be amended from time to time. In such event, to the extent permissible under the FCC rules and regulations, (A) such satellite dishes and antennas shall not be located above a line 3-feet (3') from the floor of the balconies or outside of the balcony railings, (B) such satellite dishes and antennas shall be in a uniform color designated by the Board of Directors or Architectural Review Committee, and (C) the Board of Directors or Architectural Review Committee may designate and restrict the specific location and color of such satellite dishes and antennas. To the extent that any of the foregoing subsections (A) through (C) is not permitted under the FCC rules and regulations, the remaining portion of this subparagraph (o) shall survive independently to the extent permissible under the FCC rules and

regulations. No Owner may have a dish or antenna installed or attached to the Common Elements.

In the event of a transfer of the Unit that includes a satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the Rules and Regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna. If the dish or antenna no longer receives a signal or is not operational (excluding intermittent service interruption), such dish or antenna shall be removed by the Owner.

To the extent allowed by FCC rules and regulations, the Association may maintain at its expense a master DBS dish or antenna system that Owners and Occupants may be required to utilize in lieu of individual DBS dishes and antennae.

(p) Grilling. The use of outdoor grills on any portion of the Condominium building, including, without limitation, a balcony or terrace, shall be governed by applicable state laws and local ordinances having jurisdiction over the Condominium. Any barbecue grill installed shall be of stainless steel exterior.

(q) Abandoned Personal Property. Personal property, other than vehicles as provided for in subparagraph (l) shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of a Person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(r) Sale Period. Notwithstanding any provision contained in this Declaration to the contrary, during the period of the sale of the Units it shall be expressly permissible for Declarant, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion, marketing and sale of the Units, including, but without limitation, business offices, signs, flags, model Units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Condominium for such purposes and to use the Units owned by Declarant as model Units and as offices for the sale of the Units and related activities; to the extent necessary and until Declarant no longer owns any Units, an easement is granted in favor of Declarant and its invitees to use the Common Elements for the purposes of constructing, marketing and selling the Units.

(s) Move In/Move Out. An Owner or Occupant shall not move furniture, personal property, construction materials, and other over-sized items in or out of the Condominium except during such hours

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and according to requirements to be determined by the Board of Directors. Furthermore, an Owner or Occupant shall reserve a date and time with the Board of Directors to use the elevators for moving furniture, personal property, construction materials, and other over-sized items in or out of the Condominium, and during such use of the elevators, the walls of the elevators being used for such purpose shall be covered with padded blankets. The Board of Directors shall also be authorized to approve movers and/or moving companies that require access to the Condominium for the purpose of moving furniture, construction materials, and other over-sized items, on behalf of an Owner or Occupant, in or out of the Condominium, and such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary stated herein, an Owner or Occupant shall not leave unattended any furniture, personal property, construction materials, and other over-sized items on any portion of the Common Elements for any period of time.

(t) Life-Safety Systems. Owners and Occupants shall not tamper with or disengage any portion of the life-safety systems that serve the Condominium including, without limitation, any sprinkler system and all branch and feed lines that support such sprinkler heads, and all fire control devices (such as smoke detectors and call boxes), regardless of whether such items are located within the boundaries of a Unit.

15. LEASING.

In order to preserve the character of the Condominium as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed by this Paragraph. Leasing of Units shall be permitted only as provided for herein. "Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner; provided, however, for the purposes of this Declaration, "Leasing" shall not include the occupancy of the Unit by the child or parent of an Owner or the occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence.

(a) Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:

i. Notice. At least three (3) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement.

ii. General. Units may be leased only in their entirety. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship, but under no circumstances can a lease be for a term of less than thirty (30) days. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited only to the form of the proposed lease, which shall not be unreasonable.

iii. Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this

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covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, Bylaws, or Rules and Regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Texas law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit. By acceptance of the deed and/or other conveyance of title to the Unit, the Owner hereby grants to the Association, acting through the Board, the power of attorney to evict an Occupant under the limited circumstances set forth in this Section 15(a)(iii)(A).

(B) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

(C) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay any Regular Assessment or Special Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual, regular and/or special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay Assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to

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release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible. It is the responsibility of the Owner to provide the Association the address where Owner will receive mail. Owner's failure to provide a current mailing address at any time shall not absolve Owner of his/her obligation to pay Assessments and shall not be an excuse or exception to the obligation to timely pay such Assessments.

(b) Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by Declarant (regardless of whether said lease is entered into prior to or after the expiration of the Declarant Control Period), the Association, or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

16. SALE OF UNITS.

Not later than the tenth (10th) day after the date of receiving a written request from any Owner desiring to sell his or her Unit, the Association shall provide the Owner with a resale certificate in accordance with Section 82.157 of the Act. The Association may charge the requesting Owner a fee for its preparation and production of the resale certificate and such fee shall be payable upon delivery of the resale certificate.

An Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of Directors of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

Within thirty (30) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of Directors of his or her ownership of the Unit. Upon failure of an Owner to give the required notice within the thirty (30) day time period provided herein, the Board may levy fines against the Unit and the Owner thereof after providing a seven (7) day written notice to cure, and assess the Owner for all costs incurred by the Association in determining his or her identity.

17. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and all interior improvements made by the Owner to the Limited Common Elements allocated to the Unit except any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in subparagraph (b) below. This maintenance responsibility shall include, but not be limited to the following: the exterior glass surfaces located adjacent to a Limited Common Element balcony or terrace, windows, window frames (except for periodic painting, staining and/or cleaning of the exterior window frames performed by the Association), casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting, staining and/or cleaning of the exterior surface of entry doors and doorframes); portions of the heating and air conditioning system, including the air conditioning compressor and the fan coil serving the Unit; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition, each Owner shall have the responsibility:

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such maintenance costs and water utility costs shall be specially assessed to the respective Owners of the Townhome Units as provided for in the Declaration and Condominium Instruments.

Further, in the event any multi-family building is developed with an elevator that is restricted for the use solely of the Owners, residents and/or tenants of such building, then the costs of such elevator maintenance shall only be assessed against the Owners of the Units within such building.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that such property is dedicated to any local, state or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board of Directors determined that such maintenance is necessary or desirable.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, hail snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(c) Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors. If such dispute involves common walls or other parts of the Condominium with shared elements between two Unit Owners, and the Association assumes the responsibility to make such repairs because of the Owners' failure to act, the

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i. to keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit;

ii. to perform his or her responsibility in such manner so as not to unreasonably disturb other Persons in other Units;

iii. to promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible; and

iv. to pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants or guests, with the cost thereof to be added to and become part of the Owner's next chargeable assessment.

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following:

i. all Common Elements, including any Limited Common Elements not properly maintained by the Owner of such Limited Common Element, but excluding all improvements made to such Limited Common Elements and the interior of any enclosed Limited Common Elements; provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Owner to whom the Limited Common Element is allocated under subparagraph 8(b)(1);

ii. periodic painting, staining and/or cleaning of exterior surfaces of the Condominium building, exterior window frames, and entry doors and door frames, on a schedule to be determined by the Board of Directors; and

iii. periodic cleaning and maintenance of the exterior glass surfaces (excluding the exterior glass surfaces located adjacent to a Limited Common Element balcony or terrace) on a schedule to be determined by the Board of Directors.

Additionally, the Association shall not be obligated to maintain the enclosed yards of the Townhome Units which are Limited Common Elements allocated to and for the exclusive use of the respective Townhome Units, and unless the Association assumes such obligation, the owner of each such Limited Common Element shall maintain his/her own enclosed yard. However, the Association has the right to maintain such enclosed yards, and commence (or re-commence) maintaining such yards at anytime, should the Association assume the obligation to maintain such Limited Common Elements, such maintenance costs shall be assessed (as regular or special assessments) to the Owners of the Townhome Units as provided for in the Declaration and Condominium Instruments and be a continuing lien against such Townhome Unit. Maintenance by the Association of the enclosed yards, however, is limited to maintaining the grass and landscaping in the same and/or similar fashion of the grass located in the Common Elements of the Condominium, including trimming of shrubbery and/or trees; such maintenance specifically excludes the maintenance and care to sustain the life of plants, shrubs, bushes, trees and/or other vegetation installed, placed or planted by any such Owner, and the maintenance of same shall be the obligation of the respective Owner. Also, any irrigation system installed by the Developer for watering the landscaping within such enclosed Limited Common Elements shall be maintained by the Association, and

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Association shall have the right to assign all or part of the costs of such repairs against the Unit (which shall be an assessment and lien against the Unit) that the Associations deems responsible for such repairs.

Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner, or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

(d) Measures Related to Insurance Coverage.

i. The Board of Directors, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install and maintain smoke detectors, requiring Owners to certify that they have checked the batteries for their smoke detectors, requiring Owners to allow the Association to inspect the smoke detectors and replace batteries if needed on a schedule to be determined by the Board of Directors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed an amount per Unit, as may be determined by the Board from time to time, in any twelve (12) month period.

ii. In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any requirement made by the Board of Directors pursuant to subparagraph (d)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (d)(i) of this Paragraph, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

(e) Mold and/or Mildew. Mold and/or mildew can grow in any portion of the Condominium that is exposed to elevated levels of moisture. Therefore, upon expiration of the Declarant Control Period, the Association and each Owner agree to: (i) regularly inspect the parts of the Condominium that they respectively maintain, and which are visible and accessible without having to first remove building components or conduct invasive testing, for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or water damage; (ii)

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upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Condominium that they respectively maintain; (ii) remediate or replace, in accordance with current industry accepted methods, any building material located in the parts of the Condominium that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate in accordance with current industry-accepted methods all mold and/or mildew discovered in the parts of the Condominium that they respectively maintain. In addition, except for routine housekeeping items and other *de minimis* matters, the Association agrees to notify the Owners, and each Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Condominium that they respectively maintain. Each Owner further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts located in the Unit.

Notwithstanding anything to the contrary herein, Declarant shall have no obligation to perform any invasive testing or inspections, maintenance or repairs in accordance with this subparagraph 17(e), and shall not be held liable for any loss or damage caused by the failure of the Association or an Owner to perform their obligations herein. The Board may promulgate rules and regulations regarding each Owner's maintenance responsibilities set forth herein.

(f) Inspection Obligations.

i. Contract for Services. In addition to the Association's general maintenance obligations set forth in this Declaration, the Association may, at all times, contract with (subject to the limitations otherwise set forth in this Declaration) or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Condominium.

ii. Inspection Responsibilities. Declarant may, but is not required to, provide the Association with maintenance criteria, maintenance manuals, and warranty requirements for the Condominium building (collectively, the "Maintenance Manual"). If provided, the inspectors shall inspect component parts of the Condominium building in accordance with the Maintenance Manual. The Association shall update the Maintenance Manual on a regular basis. The Association shall be responsible for meeting all requirements under such Maintenance Manual.

iii. Schedule of Inspections. Such inspections shall take place as needed or periodically, as may be determined by the Board. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board of Directors shall report the contents of such written reports to the members of the Association at the next meeting of the members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of the Declaration below, the Board of Directors shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

iv. Notice to Declarant. For a period of ten (10) years after the conveyance of the last Unit in the Condominium to an Owner other than Declarant, the Association shall, if requested by Declarant, deliver to Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

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iii. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

iv. any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder, or insurer or guarantor of a first Mortgage on a Unit, will be entitled to timely written notice of:

i. any proposed amendment of the Condominium Instruments effecting a change in (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (b) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto; (c) the number of votes in the Association appertaining to any Unit; or (d) the purposes to which any Unit or the Common Elements are restricted;

ii. any proposed termination of the Condominium;

iii. any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;

iv. any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;

v. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

vi. any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(e) Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

(f) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 15 and 16 governing sales and leases shall not apply to impair the right of any Mortgagee to:

i. foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or

ii. take a deed or assignment in lieu of foreclosure; or

iii. sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

(g) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of a Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

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The provisions of this subparagraph 17(f) shall not apply during the Declarant Control Period.

18. MORTGAGEE'S RIGHTS.

(a) The Limited Common Elements and the provisions of this Declaration relating to the right to use the Limited Common Elements may not be altered without the consent of each affected Unit Owner and the Eligible Mortgage Holder of such affected Unit.

(a) Unless at least eighty percent (80%) of the first lien Mortgages and eighty percent (80%) of the Owners give their consent, the Association or the membership shall not:

i. by act or omission seek to abandon or terminate the Condominium because of substantial destruction, condemnation or other reasons; or

ii. change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements; or

iii. amend the Declaration in a material adverse nature to the Mortgagees.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Eligible Mortgage Holders or Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments for any of the actions contained in this Paragraph.

Notwithstanding anything to the contrary however, the percentage of common interest in the Condominium may change in accordance with Exhibit B, and as may be amended from time to time, as the phases of construction are completed and declared a part of the Condominium.

(b) Where the Mortgagee holding a first Mortgage of record, a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

i. any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;

ii. any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;

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(h) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

(i) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within sixty (60) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

(j) Construction of this Paragraph. Nothing contained in this Paragraph shall be construed to reduce the percentage vote that must otherwise be obtained under the Condominium Instruments or Texas law for any of the actions set forth in this Paragraph.

19. GENERAL PROVISIONS.

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

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(b) **Dispute Resolution.** Prior to filing a lawsuit against the Association, the Board, the Declarant or any officer, director, of the Association or the Declarant or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors and follow the dispute resolution process outlined herein. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) or more than twenty-one (21) days from the date of receipt of the request, but such meeting time and date shall be mutually convenient to the Board and the aggrieved Owner and shall be rescheduled to accommodate the same, but in no event shall it be scheduled more than thirty (30) days after the date of receipt of the request. The provisions of this Section 19(b) shall not apply to the collection of assessments.

(c) **Arbitration Agreement.** The provisions of this Section 19(c) shall not apply to the collection of Assessments or the foreclosure of the Unit for past due Assessments. No lawsuit between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: the Declarant; Owners; the Board of Directors; or the Managing Agent, if any. In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator sufficiently skilled in community association law, a Professional Community Association Manager ("P.C.A.M.") as certified by the Community Associations Institute, or a Certified Property Manager ("C.P.M.") as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Condominium, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

Should non-binding mediation fail to resolve the issue, the Declarant, the Association and all Owners agree that any claim arising from or related to the sale of any Unit or the Common Elements, or to any defect in or to any Unit or any real property on which such Unit is situated, or which is part of the Common Elements, including without limitation, and claim of breach of contract, negligent or intentional misrepresentation or nondisclosure in the inducement, execution or performance of any contract, including this arbitration agreement, any alleged statutory violation, common law violation, construction defect and/or any claim of bodily injury, shall be settled by arbitration.

Any dispute concerning the interpretation or enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver or estoppel, shall be decided by the arbitrator. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

This arbitration agreement shall inure to the benefit of, and be enforceable by, Declarant's subcontractors, agents, vendors, suppliers, design professional, insurers and any other person alleged to be liable for any defect in or to any Unit or the Common Elements; and shall be binding upon all family

members and tenants of all Owners. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement.

The arbitration shall be conducted by the American Arbitration Association or by DeMars & Associates, Ltd., pursuant to their applicable arbitration rules not inconsistent with this arbitration agreement. The choice of arbitration service shall be that of the claimant. All administrative fees of the arbitration service and fees of the arbitrator shall be borne equally by the parties to the arbitration, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice.

The parties expressly agree that this Declaration and this arbitration agreement involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

No participation by any party in any judicial proceeding involving a matter which is arbitrable under this arbitration agreement shall be deemed a waiver of the right of such party to enforce this arbitration agreement.

If any provision of this arbitration agreement shall be determined by the arbitrator or by any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefore and enforceable according to their terms.

Limitation Upon Amendments: The Declarant, the Association and all Owners hereby acknowledge and agree that no amendment of this Declaration shall modify, alter or delete any portion of this arbitration agreement in this Declaration without the written consent of the Declarant attached to and recorded with such amendment, regardless of whether Declarant continues to maintain an ownership interest in any Unit or membership in the Association.

Binding Upon Successors and Assigns. The Declarant, the Association and all Owners hereby acknowledge and agree that, by virtue of the recording of this Declaration, this arbitration agreement shall run with the title to the real property subject to this Declaration, and shall be binding on all persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall be for the benefit of the Declarant and all Owners of the property subject to this Declaration, regardless of whether Declarant continues to maintain an ownership interest in any Unit or membership in the Association.

(d) **Parking Spaces and Vehicles.** Declarant nor the Association, shall not be held liable for any loss or damage arising from theft, vandalism, malicious mischief, or any loss or damage resulting from water or acid damage, to any property placed or kept in any parking space in the Condominium. Each Owner or Occupant with use of a parking space who places or keeps a vehicle and/or any personal property in the vehicle or parking space does so at his or her own risk.

(e) **Unit Keys.** At the request of the Association, each Owner, by acceptance of a deed and/or other conveyance of title to a Unit, agrees to provide the Association with a key to the Unit and the security alarm code, if any, to be used by the Association and/or its designated representatives for maintenance, emergency, security or safety purposes as provided in subparagraph 9(a) of this Declaration and for pest control, if necessary, as provided in subparagraph 21(c) of this Declaration. Neither Declarant, the Association, nor their designated representatives shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Owner shall indemnify and hold

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harmless Declarant, the Association, and their designated representatives and their officers and directors against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon Declarant, the Association, their designated representatives, their officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Owner or the Owner's family, tenants, guests, employees, invitees, or licensees against Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

(f) **Right of Action.** All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Declarant Control Period expires, the Association Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. As set forth in Paragraph 22 hereof, no amendment to this Declaration shall (i) modify, alter, or delete any provision of this Declaration that benefits Declarant or any rights, privileges, easements, protections, or defenses of Declarant; or (ii) alter the rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment.

(g) **Successor Declarants.** Any successor to Declarant shall not be responsible or subject to liability by operation of law or through the purchase of Declarant's interest in the Condominium or any portion thereof at foreclosure or otherwise for any act, omission, or matter occurring or arising from any act, omission, or matter occurring prior to the time the successor succeeded to the interest of Declarant.

(h) **Disclosures.** Each Owner and Occupant acknowledge the following:

i. The Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future (which in some instances may affect the yards of certain Townhome Units).

ii. The natural light available to and views from a Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping. Neither the Declarant, nor the Association, guarantee or represent that any view over and across the Common Element, from any Unit, will be preserved without impairment. Neither the Declarant, nor the Association, guaranty, warrant or make any representations as to the existence or continuation of any views or the obstruction of any views by virtue of the development of improvements on adjacent properties or on properties in the vicinity of the Condominium. The Declarant and the Association have no control over and are not responsible for any easements on, adjacent to, or in the vicinity of the Condominium. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or shrubs in the Common Element. The Association shall have the right to add trees and other landscaping to the Common Element. There shall be no express or implied easements for view purposes or for the passage of light and air.

iii. No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

iv. No representations are made regarding the schools that currently or may in the

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future serve the Condominium.

v. Since in every community there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of the Condominium property which an Owner or Occupant finds objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with community conditions that could affect the Unit. Restaurant noise and odor and other noise and odor related to retail service and other businesses may emanate from adjacent or nearby lots.

vi. Exposed concrete surfaces in portions of the Condominium building that are not heated and cooled are subject to cracking due to (A) water penetration, (B) expansion and contraction of the concrete with temperature changes, and (C) building settlement.

vii. Concrete surfaces in heated and cooled portions of the Condominium building are subject to cracking due to building settlement.

viii. Concrete and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise, and such noise shall not constitute a use of Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or Occupant.

ix. No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another or from the Common Elements (including, but not limited to, any amenity areas) to a Unit. Sound transmission between Units and Common Elements is inherent in construction and is not a warrantable condition.

x. The floor plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner that is concerned about any representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit. The square footage of a Unit based on the Unit boundaries described in this Declaration, may vary from the square footage shown on the Plans/floor plans. The square footage used to calculate a Unit's percentage undivided interest in the Common Elements may be different from the square footage of a Unit based on the Unit boundaries described in this Declaration.

xi. Declarant will be constructing portions of the Condominium and engaging in other construction activities related to the construction of Common Elements and finishing of Units. Such construction activities may, from time to time, produce certain conditions on the Condominium, including, without limitation: (A) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (B) smoke; (C) noxious, toxic, or corrosive fumes or gases; (D) obnoxious odors; (E) dust, dirt or flying ash; (F) unusual fire or explosion hazards; (G) temporary interruption of utilities; and/or (H) other conditions that may threaten the security or safety of Persons on the Condominium. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Condominium resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

xii. The Unit may trap humidity created by general use and occupation of such space (cooking, bathing, laundering, etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left

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unattended and not properly maintained by the Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold (see subparagraph 17(e) hereof).

xiii. Minimizing water intrusion and water penetrations from the roof may be possible if the Condominium building's roof systems are properly maintained by the parties responsible for providing such maintenance, as more specifically set forth in Paragraph 17 hereof.

xiv. The Condominium building is constructed with a flat roof system. Rainwater and refuse may accumulate on various portions of the Condominium building's roof system and should be anticipated by the Owners and Occupants. Minimizing water intrusion and water penetrations may be possible if the Condominium building's roof systems are properly maintained by the parties responsible for providing such maintenance, as more specifically set forth in Paragraph 17 hereof.

xv. The Condominium building was constructed pursuant to plans and specifications prepared by licensed professionals and permits issued by the City of Houston and Harris County. During the course of the construction of any building, including the Condominium building, variations from the original plans and specifications, some of which add scope, some of which reduce scope, and some of which alter scope, are inevitable and can, do, and did occur as a matter of intention and/or as a matter of necessity. While the Condominium building was constructed according to standard building practices and building codes existing at the time of the submission of the plans and specifications for the Condominium building for permit, some code requirements may have changed during the interim period, which were not incorporated into the design of the Condominium building.

xvi. Declarant is the prior and exclusive owner and proprietor of, and reserves all rights with respect to the service mark for "Parc at Midtown" and "Parc@Midtown" ("Service Mark"). Unless and until a written license agreement has been sought and obtained from Declarant (and in this connection Declarant may withhold consent in its sole and absolute discretion), no person or entity may at any time and/or for any reason whatsoever, use, depict, draw, demonstrate, reproduce, infringe, copy or resemble, directly or indirectly, the Service Mark.

xvii. Improvements may have been constructed on adjoining lands that encroach onto the Condominium. Declarant makes no representations or warranties as to property rights, if any, created by such any such encroachments.

xviii. Declarant shall not be responsible for responding to or taking any affirmative action on behalf of the Association or an individual member of the Association to mitigate, alleviate, remedy or cure any off-site conditions that may directly impact the Condominium or any portion thereof, and such inaction by Declarant shall not constitute a breach of fiduciary duty by the directors and officers of the Association that are appointed by Declarant, pursuant to Article III, Part A, Section 2 of the Bylaws of the Association.

xix. While the drainage system for surface water runoff on the Condominium will be constructed in accordance with applicable governmental standards, the Condominium may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

xx. Excessively large trucks, sports utility vehicles, vans, or any other large vehicle may not fit into the garages allocated as Limited Common Element to the Units in accordance with this Declaration.

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In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, that any proceeds received for a taking of the Common Elements (other than Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, either be allocated to the Owners, or be deposited into the Association's operating account or reserve account to be applied to Common Expenses. A first lien Mortgage Holder shall be entitled to written notice of any such condemnation proceedings, and nothing in the Condominium Instruments shall be construed to give a priority to any Owner in the distribution of proceeds to such Unit.

21. EASEMENTS.

(a) **Use and Enjoyment.** Each Owner and Occupant shall have a right and a non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Condominium designated for such purpose), and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to (i) the rights of the Owners to the exclusive use of the Limited Common Elements allocated to their respective Units; (ii) to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of the Condominium Instruments or under the Act, including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein; and (iii) the right of the Association to have access to the Units and Limited Common Elements allocated to a Unit to discharge its rights and obligations, under the Condominium Instruments, including without limitation, the maintenance responsibility of the Association.

(b) **Support.** Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit.

(c) **Encroachments.** The Units and Common Elements shall be subject to non-exclusive easements of encroachment as set forth in the Act.

(d) **Utilities.** To the extent that the sprinkler system or any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such sprinkler system, utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association. It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line conduit, duct or wire is located within the boundaries of a Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit resulting from performance of any such work. All Owners hereby covenant and agree that as finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Components that may require repair or replacement, such as tile and trim, will be reinstalled only to the extent of readily available materials or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall applique, and any other similar types of finishes, will not be the responsibility of the benefited Owner.

xxi. The Texas Medical Center (or Houston Medical Center) as commonly known, is within a reasonable short distance away from the Condominium. The hospitals and other medical care facilities located near the Condominium are serviced by emergency vehicles that may use sirens. Additionally, noise from ambulances, and lights from helicopters traveling to and from nearby hospitals and other medical care facilities located near the Condominium or airplane traffic traveling to and from Hobby Airport may cause some disturbance to the owners and occupants of the Condominium.

xxii. The Condominium is located near Interstate 45, Interstate 69 (or otherwise known as Texas Highway 59 or the Entex Freeway) and Texas Highway 288, which may generate high noise levels audible within the Condominium. The Condominium is also in near proximity of the Houston's Metro Rail Line and may cause noise, nuisances or other disturbance to the owners and occupants of the Condominium. The Condominium is located near a major bus terminal that may sometimes create nuisances and other disturbances. Such factors may include individuals without a permanent place of residence wandering near the Condominium.

xxiii. The term "Declarant" as used in this paragraph 19(g)(xxiii) shall have the meaning set forth in Section 2(m) above and shall further include, without limitation, the Declarant, its general partner(s), partners, directors, managers, officers, employees, agents, contractors, sub-contractors, design consultants, architects, advisors, brokers, sales personnel and marketing agents. The term "Association" as used in this paragraph 19(g)(xxiii) shall have the meaning set forth in Section 2(e) above and shall further include, without limitation, the Association, its Directors, managers, employees, and agents. The Declarant and the Association shall not in any way be considered an insurer or grantor of environmental conditions or indoor air quality within the Condominium. Neither shall the Declarant or the Association be held liable for any loss or damage by reason of or failure to provide adequate indoor air quality or any adverse environmental conditions. The Declarant and the Association do not represent or warrant that any construction materials, air filters, mechanical, heating, ventilating or air conditioning systems and chemicals necessary for the cleaning or pest control of the condominium will prevent the existence or spread of biological organisms, cooking odors, animal dander, dust mites, fungi, pollen, tobacco smoke, dust or the transmission of interior or exterior noise levels. The Declarant and the Association are not an insurer and each Owner and occupant of any Unit and each tenant, guest and invitee of any Owner assumes all risks for indoor air quality and environmental conditions and acknowledges that the Declarant and the Association have made no representations or warranties nor has the Declarant and the Association, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to the air quality within the Condominium.

(i) **Services During Declarant Control.** Each Owner acknowledges that Declarant and its affiliates may provide services utilized by communities such as this Condominium including, but not limited to, management services. Each Owner consents and agrees that the Association may enter into service contracts with Declarant and its affiliates.

(j) **Fines.** In addition to all other remedies that may be available, after notice and an opportunity to be heard as may be required by Texas law, the Association has the right to collect fines as set by the Board from any Owner that is in violation of this Declaration or any other rule or regulation promulgated by the Association. Said fines shall be secured by the continuing lien on the Unit.

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(e) **Pest Control.** The Association may but shall not be obligated to dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

(f) **Easements in Favor of Additional Property Owner.** There is reserved to Declarant and its successors and assigns, including any purchaser of the Additional Property, a non-exclusive easement upon, across, above and under all property within the Condominium (including the Common Elements and Limited Common Elements) for purposes of developing the Additional Property whether or not it is developed as part of the Condominium. In accordance therewith and until such time as Declarant or its successors record an amendment to the Declaration effecting the submission of the Additional Property (which is not required), then it shall be expressly permissible for Declarant and its successors and assigns to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's development, construction and sales activities related to the development of the Additional Property whether or not it is developed as part of the Condominium including, but without limitation, the following:

(i) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Condominium;

(ii) the right to tie into and/or otherwise connect and use (without a tap on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Condominium;

(iii) the right to carry on sales and promotional activities in the community and the right to construct and operate business offices, signs, construction trailers, residences, model Units, and sales offices. Declarant may use residences, offices or other Units owned or used by Declarant as model Units and sales offices.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at his or her sole expense. This Paragraph shall not be amended without Declarant or Declarant's successor and assign's express written consent, so long as the Additional Property has not been submitted to the Condominium.

(g) **Reciprocal Maintenance Easement.** To the extent necessary, each free standing Unit (the "Benefitted Unit") shall have a five (5) foot reciprocal access and maintenance easement extending the entire length of the Benefitted Unit line front to back abutting and parallel to the adjoining Unit line, over, on and across the common elements adjoining such Benefitted Unit (hereinafter the "Adjoining Common Element"), for the construction, repair and maintenance of the Benefitted Unit. Conditions and use of this reciprocal access and maintenance easement, are hereby declared and established by and between the Owner of the Benefitted Unit and the Owners of the Adjoining Common Element, to-wit:

(i) The Benefitted Unit Owner must replace or return to existing condition at its own expense, any walls, fencing, landscaping or other items on the Adjoining Common Element that

he/she may disturb during construction, repair or maintenance, save and except as set out below in subsection (ii).

(ii) This easement, when used by the Benefitted Unit Owner for such construction, repair or maintenance, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced.

(iii) The Benefitted Unit Owner must notify the Association (or Declarant during Declarant Control) of his/her intent to do any construction, repair or maintenance upon the Benefitted Unit at least forty-eight (48) hours prior to starting any work. The hours that such easement may be utilized shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 4:00 p.m. on Saturday, and noon through 4:00 p.m. on Sunday. Notwithstanding the above, in the case of an emergency, and to prevent imminent damage to the dwelling or occupants, a Benefitted Unit Owner may enter at whatever time necessary and without prior notice to the Association of the Adjoining Common Element to do necessary repairs or escape any injury to the occupants and/or the occupants' invitees and licensees.

(iv) The use of the easement area shall not interfere with drainage.

(v) No structure shall be constructed or placed upon the easement area by any party, except the roof overhang and gutters as originally designed and constructed, and a fence which may have been originally placed by the Declarant; however, access to the access easement must be preserved for the Owner of the Benefitted Unit.

(h) Shared Common Driveway. There shall be a shared common driveway for use by vehicles for ingress and egress onto the property to access the Units. Such shared common driveway shall be deemed a Common Element for all purposes and no Owner may use such common driveway to the exclusion of any other Owner.

(l) Easement and Use Rights Granted by Declarant. For so long as Declarant has an option unilaterally to subject Additional Property to this Declaration as provided in Paragraph 25, Declarant shall have an easement and the right to grant to Persons who are not members of the Association, but who are residents of the Additional Property, the right to use the Common Elements, including, without limitation, recreational facilities. The extent and duration of such use shall be determined solely by Declarant.

Declarant hereby expressly reserves unto itself, its successors and assigns, a non-exclusive, perpetual right, privilege and easement with respect to the Condominium for the benefit of Declarant, its successors, assigns and the above-discussed nonmember users, over, under, in and/or on the Condominium (including, without limitation, the above-described recreational facilities), without obligation and without charge, for the purposes of taking all actions related to or connected with the granting of nonmember use and the use by such nonmembers as described above. The right, privilege and easement shall include, without limitation, the right of access, ingress, use and egress of and to the above-described recreational facilities and the right of access, ingress, use and egress for vehicular and pedestrian traffic over, under, on or in the Condominium roads, parking areas and walkways.

(j) Declarant Easements.

i. Marketing and Sales. For so long as Declarant owns any Unit primarily for the purpose of sale or three (3) years after the date of the recordation of this Declaration, whichever is later, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (A) a non-exclusive easement

for access and ingress to, egress from and use of the Common Elements for the placement and maintenance of signs, banners, balloons, decorations marketing materials and tables, and promotional facilities on any portion of the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit; (B) a non-exclusive easement to use the Common Elements for special events and promotional activities; (C) a transferable, non-exclusive easement on, over, through, under and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of constructing, installing, replacing, repairing, restoring and maintaining all utilities, buildings, driveways, landscaping and any other improvements on the Condominium property or serving the Condominium and for the purpose of doing all things reasonably necessary and proper in connection therewith.

ii. Inspection. Declarant hereby reserves a perpetual, non-exclusive easement for the purpose of access for ingress and egress over the Condominium, including the Units, the Common Elements, and Limited Common Elements, to inspect, examine, survey, photograph, and perform such tests, inspections, studies or other evaluations of the Condominium as Declarant and its agents, employees or contractors, or others may deem necessary in conjunction with Declarant's review of construction conditions on the Condominium. The foregoing easement shall expire upon the occurrence of the later of the following events: (A) the date upon which Declarant no longer owns any Unit; (B) the date upon which the Declarant Control Period expires; or (C) ten (10) years after the date on which this Declaration is recorded in the Official Records. To the extent that damage is inflicted on the Common Elements, Limited Common Elements, or on any Unit through which access is taken, Declarant, whether by itself or through agents, employees, contractors, or others, shall be liable for the prompt repair thereof.

22. AMENDMENTS.

This Declaration may be amended, modified, or terminated by the filing of a recorded instrument executed by the Association or its legal representatives, successors or assigns. The approval of Members representing sixty seven percent (67%) of the Total Association Vote (which must include the vote of Members representing at least fifty one percent (51%) of the Members other than the Declarant), shall be required in case of a Material Amendment. For all other amendments, and except where a higher vote is required for action under any other provision of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-seven percent (67%) of the Total Association Vote and such amendment shall otherwise comply with the provisions of Section 82.067 of the Act. As long as Declarant owns any Unit, any amendment to this Declaration or the Bylaws shall require the written consent of Declarant. In addition, no amendment to this Declaration shall alter the easement rights contained in this Declaration without the consent of the Person holding such easement rights. Notwithstanding the above, no amendment shall modify, alter, or delete any provision of this Declaration which benefits Declarant or any easement rights of Declarant without the written consent of Declarant attached to and recorded with such amendment. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Harris County, Texas land records. The amendment procedures in this paragraph do not apply to those amendments specified by Section 82.067(b) of the Act.

(f) During Declarant Control Period, the approval of sixty seven percent (67%) of the Total Association Vote (which must include the vote of at least fifty one percent (51%) of Members, other than

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Declarant) shall be required for any Extraordinary Action. After the termination of the Declarant Control Period, approval by the Owners representing sixty-seven percent (67%) of the Total Association Vote shall be required for any Extraordinary Action.

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to correct any scrivener errors, comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD"), the Federal Home Loan Mortgage Corporation, and the Veterans Administration ("VA") pursuant to federal law. Declarant or the Board of Directors, without the necessity of a vote from the Owners, may also amend Exhibit B in the event the phases of construction are developed in a different order than planned.

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

23. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

24. OFFICES AND MODELS.

Notwithstanding any provisions in this Declaration to the contrary, in accordance with section 82.063 of the Act, Declarant hereby reserves the right to maintain sales, leasing, or management offices and models in all Units owned by Declarant. Declarant reserves the right to determine in its sole discretion the appropriate number, size, location and relocation of sales, leasing, or management offices and models maintained by Declarant. Declarant, and its duly authorized agents, representatives, associates, and employees, shall have a non-exclusive easement over the Common Elements in order to exercise the rights granted herein, including, without limitation, the right to park vehicles in unallocated parking spaces. Declarant's invitees shall further have the right to enter onto the Common Elements and park vehicles in unallocated parking spaces for the purposes of buying Unit(s) owned by the Declarant. The rights granted to Declarant herein shall continue for so long as Declarant owns a Unit or three (3) years from the date of the recordation of this Declaration, whichever is later. Declarant shall not ever be obligated to pay to the Association any fees, rents or other charges for maintaining and office or model for the use of the Common Elements to market, sell and lease Units.

25. DEVELOPMENT RIGHTS.

Declarant hereby reserves the right to add the Additional Property to the Condominium.

26. SPECIAL DECLARANT'S RIGHTS.

Declarant reserves the following Special Declarant Rights:

(a) Complete Improvements. Declarant reserves the right to complete improvements indicated on the Plat.

(b) Additional Property. Declarant reserves the right to exercise the development right to add any or all of the Additional Property to the Condominium on one (1) or more occasions. There are no limitations fixing the boundaries of any portion of the Additional Property that may be submitted to the Declaration, and there are no limitations regarding the order in which portions of the Additional Property may be submitted to this Declaration. If this development right is exercised in any portion of the Additional Property there shall be no requirement that the development right be exercised in all or in any other portion of the remainder of the Additional Property. No assurances are made that any improvements will be made on all or any of the Additional Property that may be submitted to the Declaration. The Additional Property shall not necessarily be restricted exclusively to residential use. No assurances are made that the units which may be built on all or any portion of the Additional Property will be substantially identical to the Units on the submitted property in any way whatsoever, including but not limited to the quality of construction, the principal materials to be used in such construction and architectural style. Declarant shall have the right to assign Limited Common Elements on the Additional Property, which may include Limited Common Elements different from those allocated in this Declaration and there shall be no limitations on the right to assign Limited Common Elements on the Additional Property. In addition, in the event that the Additional Property is added to the Condominium, Declarant shall have the right, but not the obligation, to assign portions of the existing Common Elements as Limited Common Elements to some or all of the Units existing as of the date of recording of this Declaration. Any expansion under this subparagraph shall be effected by Declarant's unilaterally executing and recording the amendments to this Declaration, the plats and the plans required by the Act, and to reflect any differences in the subsequent phase or phases as contemplated by this subparagraph, at Declarant's sole expense.

(c) Additional Units, Common Elements and Limited Common Elements. Declarant reserves the right to exercise development rights to create additional Units, Common Elements, or Limited Common Elements within any portion of the Condominium subject to such rights, as more particularly shown on the Plat.

(d) Sales and Marketing. Declarant hereby reserves the right to maintain sales, leasing, or management offices, signs advertising the Condominium, and models in all Units, or portions thereof, owned by Declarant and the Common Elements. Declarant reserves the right to determine in its sole discretion the appropriate number, size, location and relocation of sales, leasing, or management offices, advertising signs, and models maintained by Declarant. Declarant, and its duly authorized agents, representatives, associates, and employees, shall have a non-exclusive easement over the Common Elements in order to exercise the rights granted herein, including, without limitation, the right to park vehicles in unallocated parking spaces. All sales, leasing and management offices and models are subject to the exclusive control and use by the Declarant, and other than assessments which may be due in accordance with the provisions of the Declaration and/or the Act, the Declarant shall not be required to pay any lease amount to the Association for the use of such offices and/or models.

(e) Easement. There is reserved to Declarant and its successors and assigns, including any purchaser any purchaser of the Additional Property, a non-exclusive easement upon, across, above and under all property within the Condominium (including the Common Elements and Limited Common Elements) for purposes of making improvements within the Condominium and Additional Property whether or not it is developed as part of the Condominium. In accordance therewith, it shall be expressly permissible for Declarant and its successors and assigns to maintain and carry on, upon such portion of the Condominium and Additional Property as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's development, construction and sales activities, but without limitation, the following:

i. the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Condominium; and

ii. the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Condominium.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at his or her sole expense.

(f) The rights granted to Declarant in this Paragraph 26 shall continue for so long as Declarant owns a Unit, or portion thereof, or fifteen (15) years from the date of the recordation of this Declaration in the Official Records, whichever is earlier.

27. MAXIMUM NUMBER OF UNITS.

Declarant reserves the right to create a maximum of eighty (80) Units in this Condominium. Such right is subject to phasing of Additional Property during development. Declarant may create such Units in phases, wherein less than the maximum amount of reserved Units may be created at any one time, and together, when all phases of construction are complete, there shall be no more than eighty (80) Units created.

28. INTENTIONALLY DELETED.

29. ENFORCEMENT.

A breach by an Owner of the agreements set forth herein would cause irreparable and continuing injury to the other Owners and, in the event of such breach, monetary damages may be insufficient to compensate such other Owners for its injury. Accordingly, in the event of any breach or threatened breach of this Declaration by an Owner, each affected other Owner shall have the right (without the necessity of posting bond) to injunctive relief or to the issuance of an order to compel performance to enforce the provisions set forth herein; provided, however, such right shall be cumulative of any other rights and remedies under this Declaration, at law or in equity. Further each Owner is empowered to enforce the covenants provided in this Declaration; provided, however, no Owner shall have the right to enforce the lien rights retained in this Declaration in favor of the Association and/or other rights retained by the Association regarding a levy or collections of assessments. Failure by the Board or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.

30. SELF-HELP RIGHTS.

Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of this Declaration, the Bylaws, or the Rules and Regulations of the Association by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, but with the obligation to comply with the procedures set forth in this Section. In any such action, to the maximum extent permissible, the violating Owner shall pay all costs, including all attorney fees actually incurred. If self-help is going to be undertaken, the Association or its duly authorized agent shall send a written notice to the violating Owner giving such violating Owner not less than thirty (30) days within which to cure such violation (except in the event of an emergency in which case the requirement of thirty (30) days written notice shall not apply and shall be waived). Such notice shall describe the violation and the

violating Owner's obligations under this Declaration in reasonable detail and request that the violating Owner thereafter diligently commence and continue the actions necessary to cure such violation. If the violating Owner does not comply with such written default notice, the Association, its duly authorized agent or the aggrieved Owner shall have the right, but not the obligation, to enter upon the violating Owner's Unit and perform such work as is necessary to cure such violation. The right of the Association or its duly authorized agent to perform any work under the foregoing shall be subject to the following conditions and requirements:

(a) Not less than thirty (30) days prior written notice shall be given to the violating Owner (except in the event of an emergency in which case the requirement of notice shall not apply and shall be waived) that the Association or its duly authorized agent anticipates performing such work, together with notification of the proposed scope and location of such work and the anticipated date of start and completion of such work;

(b) Such work shall be performed in such a manner as not to cause any unnecessary interruption of or undue interference with the business of the violating Owner and/or its Occupants;

(c) Such work shall be diligently pursued to completion and, upon completion, the Association or its duly authorized agent subject to the work described hereinabove, restore the relevant portion of the violating Owner's Unit as closely as is practicable to the condition that existed immediately before the commencement of such work;

(d) If the Association or its duly authorized agent is performing this self-help work, the Association shall pay for all costs and expenses as and when it incurs them in connection with any such work performed, but shall be permitted to collect all such amounts from the violating Owner.

(e) No Owner shall be entitled to exercise the self-help right described in this Section 30.

31. ALLOCATION OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND COMMON EXPENSES.

Subject to the last paragraph of this Section 31, the determination of the initial undivided interests (as provided in Exhibit B attached hereto) and the liability for Common Expenses to each Unit have been calculated as follows:

(a) the undivided interest in Common Elements is allocated on the basis of the approximate ratio of the square footage within each Unit to the total square footage of all Units; and

(b) the percentage of liability for Common Expenses with respect to Common Elements is allocated to each Unit on the basis of the approximate ratio of the square footage of each Unit to the total square footage of all Units.

[SIGNATURE PAGES FOLLOW]

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STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 218048

PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM

THIS IS PAGE 16 OF 45 PAGES

SCANNER Context IQ4400

IN WITNESS WHEREOF, Declarant has executed this Declaration under seal this 16 day of December, 2016.

LIENHOLDER CONSENT AND SUBORDINATION

ZB, N.A. DBA AMEGY BANK, being the sole beneficiary(ies) of a deed of trust lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Declaration of Condominium for Parc at Midtown Condominiums to which this Lienholder Consent and Subordination is attached and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to the rights and interests created under said Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

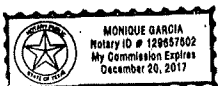
ZB, N.A. DBA AMEGY BANK

By: [Signature]
Print Name: Henry Jurch
Print Title: VP

STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Benjamin Burch, the Senior Vice President of ZB, N.A. DBA AMEGY BANK, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in his/her representative capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of December, 2016.



[Signature]
Notary Public - State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16 day of December, 2016, by Louis Conrad Mignault, as Authorized Agent of L.S.R. Investments, USA, Inc., a Delaware corporation, the general partner of Crawford Condominiums, L.P., a Texas limited partnership, on behalf of said entity.



[Signature]
Notary Public in and for the State of Texas
Name of Notary Public Melinda G. White
My Commission Expires: 3/2/2018

EXHIBIT "A"

Description of Submitted Property

PARC MIDTOWN, A SUBDIVISION BEING A 1.7207 ACRE (74,955 SQ. FT.) TRACT OF LAND IN THE JAMES S. HOLMAN SURVEY, ABSTRACT NO. 323, BEING A REPLAT OF TRACT BEING OUT OF BLACK "C" AND BLOCK "D", OUTLOT SIX (6), KUHLMAN ADDITION AS RECORDED IN VOLUME 59, PAGE 326, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, AND RECORDED IN FILM CODE NO. 675848 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

EXHIBIT "B-4"

Undivided Percentage Interest In The Common Elements
And Liabilities For Common Expenses--Completed Phase I, II & III

Unit Number*	Approximate Square Feet	Ownership Percentage	Unit Number*	Approximate Square Feet	Ownership Percentage
A101	494	0.851%	B205	610	1.051%
A102	468	0.806%	B206	610	1.051%
A103	468	0.806%	B207	610	1.051%
A104	493	0.849%	B208	802	1.382%
A105	498	0.858%	B209	610	1.051%
A106	468	0.806%	B210	893	1.538%
A107	495	0.853%	B301	1661	2.861%
A108	495	0.853%	B302	1147	1.976%
A109	468	0.806%	B303	1504	2.591%
A110	498	0.858%	B304	1147	1.976%
A111	493	0.849%	B305	1147	1.976%
A112	468	0.806%	B306	1147	1.976%
A113	468	0.806%	B307	1147	1.976%
A114	494	0.851%	B308	1504	2.591%
A201	963	1.639%	B309	1147	1.976%
A202	931	1.604%	B310	1661	2.861%
A203	931	1.604%	C2A	1368	2.357%
A204	956	1.647%	C2B	1347	2.320%
A205	961	1.655%	C2C	1368	2.357%
A206	931	1.604%	C2D	1347	2.320%
A207	960	1.654%	C4A	1368	2.357%
A208	960	1.654%	C4B	1347	2.320%
A209	931	1.604%	C4C	1368	2.357%
A210	961	1.655%	C4D	1347	2.320%
A211	956	1.647%			100%
A212	931	1.604%			
A213	931	1.604%			
A214	963	1.659%			
B101	891	1.535%			
B102	610	1.051%			
B103	726	1.251%			
B104	610	1.051%			
B105	610	1.051%			
B106	610	1.051%			
B107	610	1.051%			
B108	802	1.382%			
B109	610	1.051%			
B110	893	1.538%			
B201	891	1.535%			
B202	610	1.051%			
B203	726	1.251%			
B204	610	1.051%			

EXHIBIT "A"

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

EXHIBIT "B"

FILM CODE 218049
PARC AT MIDTOWN CONDOMINIUMS

EXHIBIT "B-5"

Undivided Percentage Interest In The Common Elements
And Liabilities For Common Expenses--Completed Phase I, II, III & IV

DECLARATION OF CONDOMINIUM
THIS IS PAGE 17 OF 45 PAGES

EXHIBIT "B-6"

Undivided Percentage Interest In The Common Elements
And Liabilities For Common Expenses--Completed Phase I, II, III, IV & V

SCANNER Context IQ4400

Unit Number*	Approximate Square Feet	Ownership Percentage	Unit Number*	Approximate Square Feet	Ownership Percentage
A101	494	0.778%	B205	610	0.961%
A102	468	0.737%	B206	610	0.961%
A103	468	0.737%	B207	610	0.961%
A104	493	0.777%	B208	802	1.263%
A105	498	0.784%	B209	610	0.961%
A106	468	0.737%	B210	893	1.407%
A107	495	0.780%	B301	1661	2.617%
A108	495	0.780%	B302	1147	1.807%
A109	468	0.737%	B303	1504	2.369%
A110	498	0.784%	B304	1147	1.807%
A111	493	0.777%	B305	1147	1.807%
A112	468	0.737%	B306	1147	1.807%
A113	468	0.737%	B307	1147	1.807%
A114	494	0.778%	B308	1504	2.369%
A201	963	1.517%	B309	1147	1.807%
A202	931	1.467%	B310	1661	2.617%
A203	931	1.467%	C1A	1347	2.122%
A204	956	1.506%	C1B	1368	2.155%
A205	961	1.514%	C1C	1347	2.122%
A206	931	1.467%	C1D	1368	2.155%
A207	960	1.512%	C2A	1368	2.155%
A208	960	1.512%	C2B	1347	2.122%
A209	931	1.467%	C2C	1368	2.155%
A210	961	1.514%	C2D	1347	2.122%
A211	956	1.506%	C4A	1368	2.155%
A212	931	1.467%	C4B	1347	2.122%
A213	931	1.467%	C4C	1368	2.155%
A214	963	1.517%	C4D	1347	2.122%
B101	891	1.404%			100%
B102	610	0.961%			
B103	726	1.144%			
B104	610	0.961%			
B105	610	0.961%			
B106	610	0.961%			
B107	610	0.961%			
B108	802	1.263%			
B109	610	0.961%			
B110	893	1.407%			
B201	891	1.404%			
B202	610	0.961%			
B203	726	1.144%			
B204	610	0.961%			

EXHIBIT "B"

Unit Number*	Approximate Square Feet	Ownership Percentage	Unit Number*	Approximate Square Feet	Ownership Percentage
A101	494	0.717%	B205	610	0.885%
A102	468	0.679%	B206	610	0.885%
A103	468	0.679%	B207	610	0.885%
A104	493	0.715%	B208	802	1.164%
A105	498	0.723%	B209	610	0.885%
A106	468	0.679%	B210	893	1.296%
A107	495	0.718%	B301	1661	2.410%
A108	495	0.718%	B302	1147	1.664%
A109	468	0.679%	B303	1504	2.183%
A110	498	0.723%	B304	1147	1.664%
A111	493	0.715%	B305	1147	1.664%
A112	468	0.679%	B306	1147	1.664%
A113	468	0.679%	B307	1147	1.664%
A114	494	0.717%	B308	1504	2.183%
A201	963	1.397%	B309	1147	1.664%
A202	931	1.351%	B310	1661	2.410%
A203	931	1.351%	C1A	1347	1.955%
A204	956	1.387%	C1B	1368	1.985%
A205	961	1.395%	C1C	1347	1.955%
A206	931	1.351%	C1D	1368	1.985%
A207	960	1.392%	C2A	1368	1.985%
A208	960	1.392%	C2B	1347	1.955%
A209	931	1.351%	C2C	1368	1.985%
A210	961	1.395%	C2D	1347	1.955%
A211	956	1.387%	C3A	1347	1.955%
A212	931	1.351%	C3B	1368	1.985%
A213	931	1.351%	C3C	1347	1.955%
A214	963	1.397%	C3D	1368	1.985%
B101	891	1.293%	C4A	1368	1.985%
B102	610	0.885%	C4B	1347	1.955%
B103	726	1.054%	C4C	1368	1.985%
B104	610	0.885%	C4D	1347	1.955%
B105	610	0.885%			100%
B106	610	0.885%			
B107	610	0.885%			
B108	802	1.164%			
B109	610	0.885%			
B110	893	1.296%			
B201	891	1.293%			
B202	610	0.885%			
B203	726	1.054%			
B204	610	0.885%			

EXHIBIT "B"

EXHIBIT "C"

Plat/Plans

EXHIBIT "D"

Parking Spaces and Storage Locker Declarant Assignments

Condo	Parking 1	Parking 2	Locker
A101	1		
A102	131		
A103	132		
A104	130		
A105	129		
A106	128		
A107	16	17	A8
A108	18	19	A9
A109	136		
A110	133		
A111	26	27	A13
A112	135		
A113	134		
A114	36	37	
A201	2	3	A1
A202	6	7	A3
A203	8	9	A4
A204	4	5	A2
A205	12	13	A6
A206	10	11	A5
A207	14	15	A7
A208	20	21	A10
A209	24	25	A12
A210	22	23	A11
A211	30	31	A15
A212	34	35	A17
A213	28	29	A14
A214	32	33	A16

Condo	Parking 1	Parking 2	Locker
B101	44	45	B2
B102	123		
B103	40	41	B1
B104	124		
B105	142		
B106	139		
B107	136		
B108	74	75	B9
B109	143		
B110	70	71	B11
B201	46	47	B3
B202	38	39	B19
B203	42	43	
B204	122		
B205	144		
B206	145		
B207	146		
B208	72	73	B18
B209	76	77	B10
B210	68	69	B17
B301	56 & 57	125	B8
B302	52	53	B6
B303	54	55	B7
B304	48	49	B4
B305	50	51	B5
B306	64	65	B15
B307	62	63	B14
B308	60	61	B13
B309	66	67	B16
B310	58 & 59	141	B12

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PARC AT MIDTOWN CONDOMINIUMS

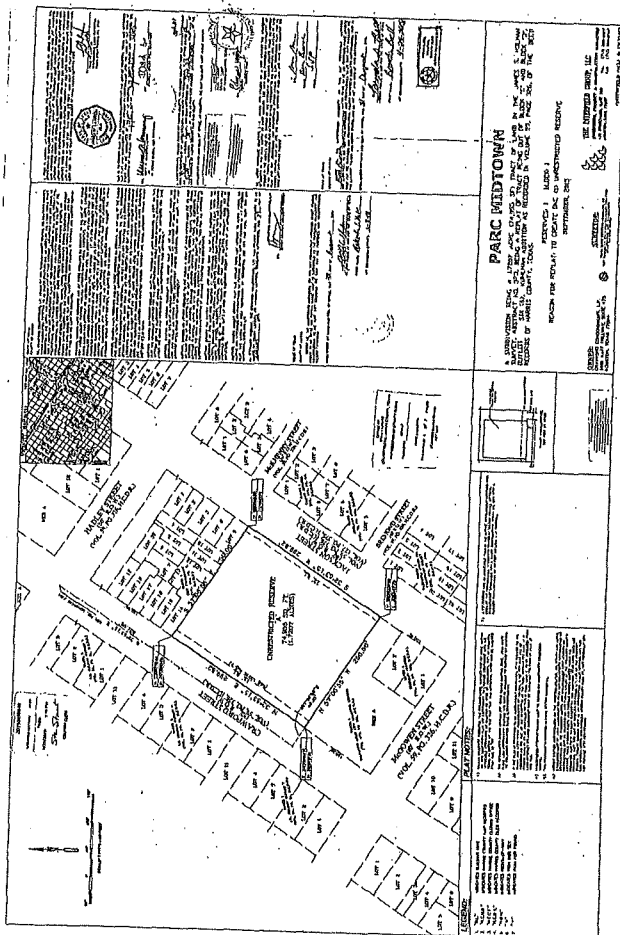
DECLARATION OF CONDOMINIUM

THIS IS PAGE 18 OF 45 PAGES

SCANNER Context IQ440

EXHIBIT "C"

EXHIBIT "D"



PARC AT MIDTOWN - BUILDING C-2

2401 CRAWFORD ST., HOUSTON, TX 77004

ISSUED FOR CONSTRUCTION - JUNE 03 2016

IN CONJUNCTION WITH APPROVED CITY OF HOUSTON PERMIT NO. 15098359

PROJECT INFORMATION

DRAWING INDEX

1.00	GENERAL NOTES
2.00	FOUNDATION
3.00	FLOOR SLABS
4.00	WALLS
5.00	ROOF
6.00	MECHANICAL
7.00	ELECTRICAL
8.00	PLUMBING
9.00	FINISHES
10.00	EXTERIOR
11.00	INTERIOR
12.00	MECHANICAL
13.00	ELECTRICAL
14.00	PLUMBING
15.00	FINISHES
16.00	EXTERIOR
17.00	INTERIOR
18.00	MECHANICAL
19.00	ELECTRICAL
20.00	PLUMBING
21.00	FINISHES
22.00	EXTERIOR
23.00	INTERIOR
24.00	MECHANICAL
25.00	ELECTRICAL
26.00	PLUMBING
27.00	FINISHES
28.00	EXTERIOR
29.00	INTERIOR
30.00	MECHANICAL
31.00	ELECTRICAL
32.00	PLUMBING
33.00	FINISHES
34.00	EXTERIOR
35.00	INTERIOR
36.00	MECHANICAL
37.00	ELECTRICAL
38.00	PLUMBING
39.00	FINISHES
40.00	EXTERIOR
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43.00	ELECTRICAL
44.00	PLUMBING
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98.00	PLUMBING
99.00	FINISHES
100.00	EXTERIOR

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PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM

THIS IS PAGE 57 OF 43 PAGES

EXAMINER Control104400

PARC AT MIDTOWN
BUILDING C-2
CONSTRUCTION SET
2401 CRAWFORD ST.
HOUSTON, TX

CISNEROS DESIGN STUDIO,
ARCHITECTS LLC
2200 SUMNER ST., SUITE 1200 HOUSTON, TX 77007
PH: 713.579.7774 FAX: 713.579.7744

GN.001.0

STATE SEAL

A.001.0

PARC AT MIDTOWN
BUILDING C-2
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

CISNEROS DESIGN STUDIO,
ARCHITECTS LLC
2200 SUMNER ST., SUITE 1200 HOUSTON, TX 77007
PH: 713.579.7774 FAX: 713.579.7744

A.002.0

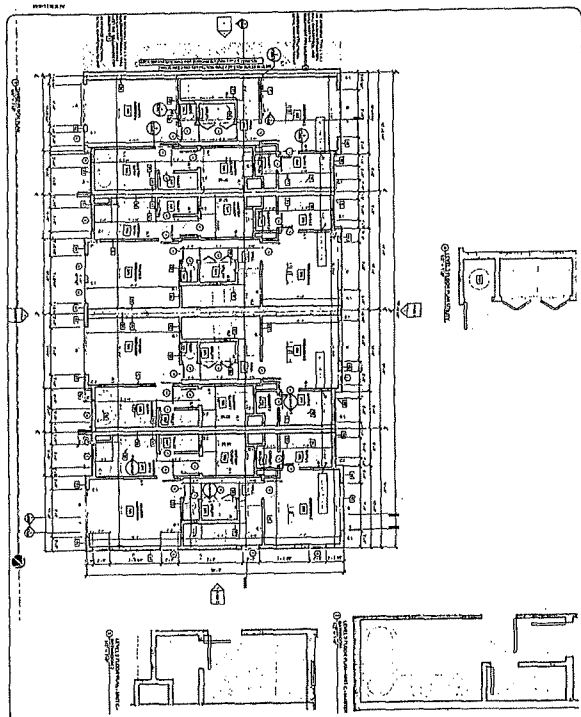
PARC AT MIDTOWN
BUILDING C-2
CONSTRUCTION SET
2401 CRAWFORD ST.
HOUSTON, TX

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PH: 713.579.7774 FAX: 713.579.7744


A.002.1

PARC AT MIDTOWN
BUILDING C-2
CONSTRUCTION SET
2401 CRAWFORD ST.
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2200 SUMNER ST., SUITE 1200 HOUSTON, TX 77007
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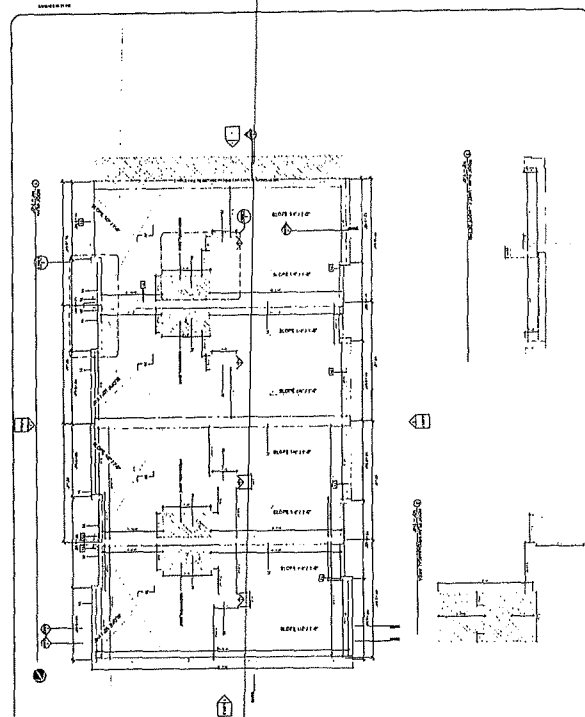


A.002.2




**PARC AT MIDTOWN
BUILDING C-2
CONSTRUCTION SET**
2401 CRAWFORD ST.
HOUSTON, TX

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2500 Summer St., Suite 1220 Houston, TX 77007
PH: 713.461.1111 FAX: 713.461.1111

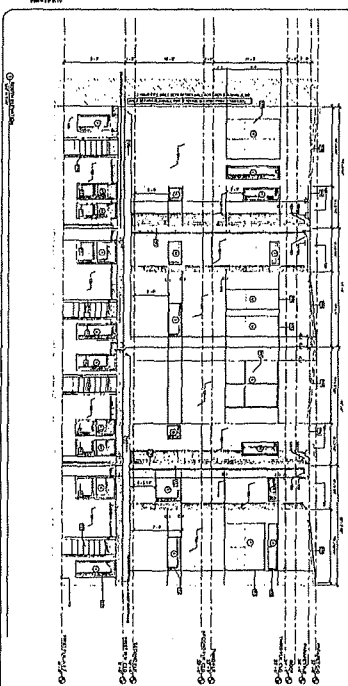


A.002.3




**PARC AT MIDTOWN
BUILDING C-2
CONSTRUCTION SET**
2401 CRAWFORD ST.
HOUSTON, TX

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ARCHITECTS LLC**
2500 Summer St., Suite 1220 Houston, TX 77007
PH: 713.461.1111 FAX: 713.461.1111



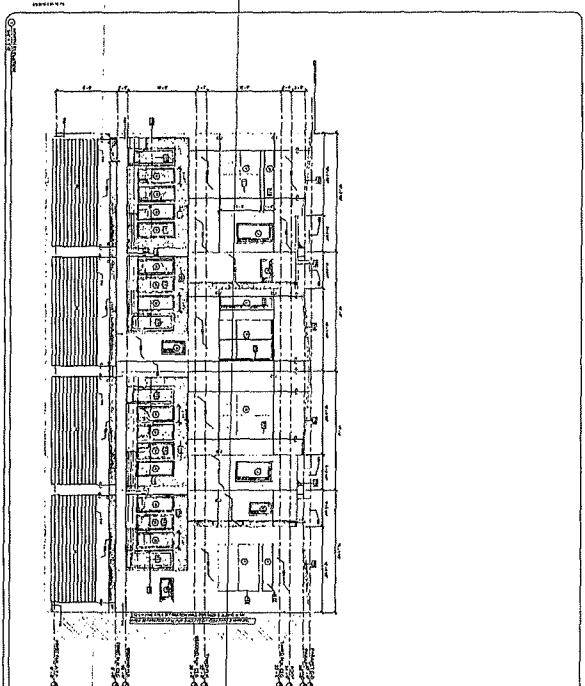
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FLAT CODE 218932
PARC AT MIDTOWN CONDOMINIUMS
DECLARATION OF CONDOMINIUM
THIS IS PAGE 20 OF 45 PAGES
BOARDER CONTROL 824658

A.005.0




**PARC AT MIDTOWN
BUILDING C-2
CONSTRUCTION SET**
2401 CRAWFORD ST.
HOUSTON, TX

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2500 Summer St., Suite 1220 Houston, TX 77007
PH: 713.461.1111 FAX: 713.461.1111

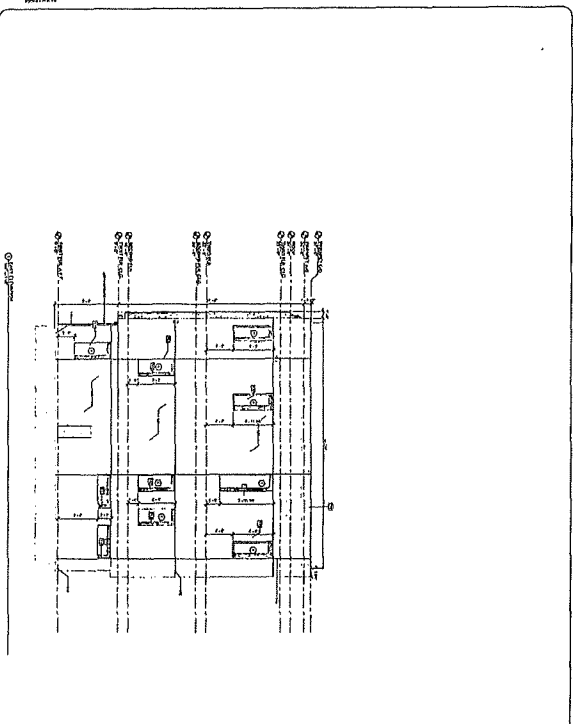


A.005.1



**PARC AT MIDTOWN
BUILDING C-2
CONSTRUCTION SET**
2401 CRAWFORD ST.
HOUSTON, TX

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2500 Summer St., Suite 1220 Houston, TX 77007
PH: 713.461.1111 FAX: 713.461.1111



A.006.2
 PARC AT MIDTOWN
 BUILDING C-2
 CONSTRUCTION SET
 HOUSTON, TX

CISNEROS DESIGN STUDIO,
 ARCHITECTS LLC
 2600 RUNCIE ST., Suite 1120 Houston, TX 77007
 713.524.7711

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FILM CODE 218053

PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM

THIS IS PAGE 21 OF 46 PAGES

SCANNER Context IQ4400

PROJECT INFORMATION:

PARC AT MIDTOWN - BUILDING C-4
 2401 CRAWFORD ST. HOUSTON, TX 77004
 ISSUED FOR CONSTRUCTION - JUNE 03 2016
 IN CONJUNCTION WITH APPROVED CITY OF HOUSTON PERMIT NO. 15093372

OFFICE OF
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 CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE #1004
 PARC AT MIDTOWN CONDOMINIUMS
 DECLARATION OF CONDOMINIUM
 THIS IS PAGE 21 OF 41 PAGES
 SCANNER Code#104400

PARC AT MIDTOWN
 BUILDING C-4
 CONSTRUCTION SET
 2401 CRAWFORD ST.
 HOUSTON, TX

CISNEROS DESIGN STUDIO,
 ARCHITECTS LLC
 2500 Burnet St., Suite 1220 Houston, TX 77007
 #5121010101 #5121010101

GN1001.0

PARC AT MIDTOWN
 BUILDING C-4
 CONSTRUCTION SET
 2401 CRAWFORD ST.
 HOUSTON, TX 77004

CISNEROS DESIGN STUDIO,
 ARCHITECTS LLC
 2500 Burnet St., Suite 1220 Houston, TX 77007
 #5121010101 #5121010101

A.0010

PARC AT MIDTOWN
 BUILDING C-4
 CONSTRUCTION SET
 2401 CRAWFORD ST.
 HOUSTON, TX

CISNEROS DESIGN STUDIO,
 ARCHITECTS LLC
 2500 Burnet St., Suite 1220 Houston, TX 77007
 #5121010101 #5121010101

A.002.0

PARC AT MIDTOWN
 BUILDING C-4
 CONSTRUCTION SET
 2401 CRAWFORD ST.
 HOUSTON, TX

CISNEROS DESIGN STUDIO,
 ARCHITECTS LLC
 2500 Burnet St., Suite 1220 Houston, TX 77007
 #5121010101 #5121010101

A.002.1

A.002.2

**PARC AT MIDTOWN
BUILDING C-4
CONSTRUCTION SET**
2401 CRAWFORD ST.
HOUSTON, TX

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2505 SURRIVER ST., SUITE 1220 HOUSTON, TX 77007
PH: 713.635.2714 FAX: 713.635.2715

A.002.3

**PARC AT MIDTOWN
BUILDING C-4
CONSTRUCTION SET**
2401 CRAWFORD ST.
HOUSTON, TX

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2505 SURRIVER ST., SUITE 1220 HOUSTON, TX 77007
PH: 713.635.2714 FAX: 713.635.2715

A.005.0

**PARC AT MIDTOWN
BUILDING C-4
CONSTRUCTION SET**
2401 CRAWFORD ST.
HOUSTON, TX

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2505 SURRIVER ST., SUITE 1220 HOUSTON, TX 77007
PH: 713.635.2714 FAX: 713.635.2715

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 216035
 PARC AT MIDTOWN CONDOMINIUMS
 DECLARATION OF CONDOMINIUM
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 SCANNER CODE: 110449

A.005.1

**PARC AT MIDTOWN
BUILDING C-4
CONSTRUCTION SET**
2401 CRAWFORD ST.
HOUSTON, TX

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ARCHITECTS LLC**
2505 SURRIVER ST., SUITE 1220 HOUSTON, TX 77007
PH: 713.635.2714 FAX: 713.635.2715

PARC AT MIDTOWN
BUILDING C-4
CONSTRUCTION SET
 2401 CRAWFORD ST.
 HOUSTON, TX

CISNEROS DESIGN STUDIO,
ARCHITECTS LLC
 11006 Summer St., Suite 1225 Houston, TX 77025
 PH 713 621 1114 FAX 713 621 1115

A.0052

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PARC AT MIDTOWN CONDOMINIUMS
 DECLARATION OF CONDOMINIUM
 THIS IS PAGE 24 OF 45 PAGES
 SCANNER Context IQ4400

CHANGING STREET
WEST FLOOR

CHANGING STREET
EAST FLOOR

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

CISNEROS DESIGN STUDIO,
ARCHITECTS LLC

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COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

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PARC AT MIDTOWN CONDOMINIUM
DECLARATION OF CONDOMINIUM
THIS IS PAGE 26 OF 45 PAGES
SCANNER Control IQ4100

A.0010

CODE INFORMATION

IN CONJUNCTION WITH APPROVED CITY OF HOUSTON PERMIT NO. 15098336 AND REVISION NO. 16023670

PARC AT MIDTOWN - BUILDING A
2401 CRAWFORD STREET, HOUSTON TX 77004
ISSUED FOR CONSTRUCTION - 11 MAY 2016

PROJECT INFORMATION

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

CISNEROS DESIGN STUDIO,
ARCHITECTS LLC

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COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

FILED CODE: 018927
PARC AT MIDTOWN CONDOMINIUM
DECLARATION OF CONDOMINIUM
THIS IS PAGE 26 OF 45 PAGES
SCANNER Control IQ4100

A.0010

CHANGING STREET
WEST FLOOR

CHANGING STREET
EAST FLOOR

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

CISNEROS DESIGN STUDIO,
ARCHITECTS LLC

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PARC AT MIDTOWN CONDOMINIUM
DECLARATION OF CONDOMINIUM
THIS IS PAGE 26 OF 45 PAGES
SCANNER Control IQ4100

A.0020

CHANGING STREET
WEST FLOOR

CHANGING STREET
EAST FLOOR

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

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ARCHITECTS LLC

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PARC AT MIDTOWN CONDOMINIUM
DECLARATION OF CONDOMINIUM
THIS IS PAGE 26 OF 45 PAGES
SCANNER Control IQ4100

A.0011

**PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004**

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2228 Eastwood, Ft. Worth, TX 76102 Phone: 817.339.2700
1218 Westwood, Ft. Worth, TX 76102 Phone: 817.339.2700
1218 Westwood, Ft. Worth, TX 76102 Phone: 817.339.2700

**PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004**

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2228 Eastwood, Ft. Worth, TX 76102 Phone: 817.339.2700
1218 Westwood, Ft. Worth, TX 76102 Phone: 817.339.2700
1218 Westwood, Ft. Worth, TX 76102 Phone: 817.339.2700

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PLAT CODE: 21993
PARC AT MIDTOWN CONDOMINIUMS
DECLARATION OF CONDOMINIUM
THIS IS PAGE 14 OF 45 PAGES
BOAHNER CONSULTING

**PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004**

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2228 Eastwood, Ft. Worth, TX 76102 Phone: 817.339.2700
1218 Westwood, Ft. Worth, TX 76102 Phone: 817.339.2700
1218 Westwood, Ft. Worth, TX 76102 Phone: 817.339.2700

**PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004**

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2228 Eastwood, Ft. Worth, TX 76102 Phone: 817.339.2700
1218 Westwood, Ft. Worth, TX 76102 Phone: 817.339.2700
1218 Westwood, Ft. Worth, TX 76102 Phone: 817.339.2700

UNIT PLAN 207

UNIT PLAN 208

UNIT PLAN 209

UNIT PLAN 210

THIS INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, IN THE OFFICE OF THE COUNTY CLERK, AT THE OFFICE OF THE COUNTY CLERK, HARRIS COUNTY, TEXAS, ON THE 15th DAY OF FEBRUARY, 2015, AT 10:00 AM. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, IN THE OFFICE OF THE COUNTY CLERK, AT THE OFFICE OF THE COUNTY CLERK, HARRIS COUNTY, TEXAS, ON THE 15th DAY OF FEBRUARY, 2015, AT 10:00 AM.

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

CISNEROS DESIGN STUDIO,
ARCHITECTS L.L.C.
1100 BROADWAY, SUITE 1000 HOUSTON, TEXAS 77002
TEL: 713.261.1100 FAX: 713.261.1101
WWW.CISNEROSDESIGNSTUDIO.COM

A.0025

UNIT PLAN 201

UNIT PLAN 202

UNIT PLAN 203

UNIT PLAN 204

UNIT PLAN 205

UNIT PLAN 206

UNIT PLAN 207

THIS INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, IN THE OFFICE OF THE COUNTY CLERK, AT THE OFFICE OF THE COUNTY CLERK, HARRIS COUNTY, TEXAS, ON THE 15th DAY OF FEBRUARY, 2015, AT 10:00 AM. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, IN THE OFFICE OF THE COUNTY CLERK, AT THE OFFICE OF THE COUNTY CLERK, HARRIS COUNTY, TEXAS, ON THE 15th DAY OF FEBRUARY, 2015, AT 10:00 AM.

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

CISNEROS DESIGN STUDIO,
ARCHITECTS L.L.C.
1100 BROADWAY, SUITE 1000 HOUSTON, TEXAS 77002
TEL: 713.261.1100 FAX: 713.261.1101
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A.0026

OFFICE OF
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FILE CODE: 21653

PARC AT MIDTOWN CONDOMINIUMS
DECLARATION OF CONDOMINIUM
THIS IS PAGE 37 OF 43 PAGES
SCANNER CONTEXT104100

UNIT PLAN 207

UNIT PLAN 208

UNIT PLAN 209

UNIT PLAN 210

THIS INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, IN THE OFFICE OF THE COUNTY CLERK, AT THE OFFICE OF THE COUNTY CLERK, HARRIS COUNTY, TEXAS, ON THE 15th DAY OF FEBRUARY, 2015, AT 10:00 AM. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, IN THE OFFICE OF THE COUNTY CLERK, AT THE OFFICE OF THE COUNTY CLERK, HARRIS COUNTY, TEXAS, ON THE 15th DAY OF FEBRUARY, 2015, AT 10:00 AM.

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

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ARCHITECTS L.L.C.
1100 BROADWAY, SUITE 1000 HOUSTON, TEXAS 77002
TEL: 713.261.1100 FAX: 713.261.1101
WWW.CISNEROSDESIGNSTUDIO.COM

A.0027

UNIT PLAN 201

UNIT PLAN 202

UNIT PLAN 203

UNIT PLAN 204

UNIT PLAN 205

UNIT PLAN 206

UNIT PLAN 207

THIS INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, IN THE OFFICE OF THE COUNTY CLERK, AT THE OFFICE OF THE COUNTY CLERK, HARRIS COUNTY, TEXAS, ON THE 15th DAY OF FEBRUARY, 2015, AT 10:00 AM. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, IN THE OFFICE OF THE COUNTY CLERK, AT THE OFFICE OF THE COUNTY CLERK, HARRIS COUNTY, TEXAS, ON THE 15th DAY OF FEBRUARY, 2015, AT 10:00 AM.

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

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ARCHITECTS L.L.C.
1100 BROADWAY, SUITE 1000 HOUSTON, TEXAS 77002
TEL: 713.261.1100 FAX: 713.261.1101
WWW.CISNEROSDESIGNSTUDIO.COM

A.0028

UNIT PLAN 222

UNIT PLAN 208

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

CISNEROS DESIGN STUDIO,
ARCHITECTS LLC
2405 RICHMOND, R. SUITE 1300 HOUSTON, TEXAS 77002
281.441.1111
www.cisnerosdesign.com

A.0029

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

CISNEROS DESIGN STUDIO,
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2405 RICHMOND, R. SUITE 1300 HOUSTON, TEXAS 77002
281.441.1111
www.cisnerosdesign.com

A.0050

WEST ELEVATION

EAST ELEVATION

PARC AT MIDTOWN
BUILDING A
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004

CISNEROS DESIGN STUDIO,
ARCHITECTS LLC
2405 RICHMOND, R. SUITE 1300 HOUSTON, TEXAS 77002
281.441.1111
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A.0051

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CONDOMINIUM RECORDS OF COUNTY CLERK

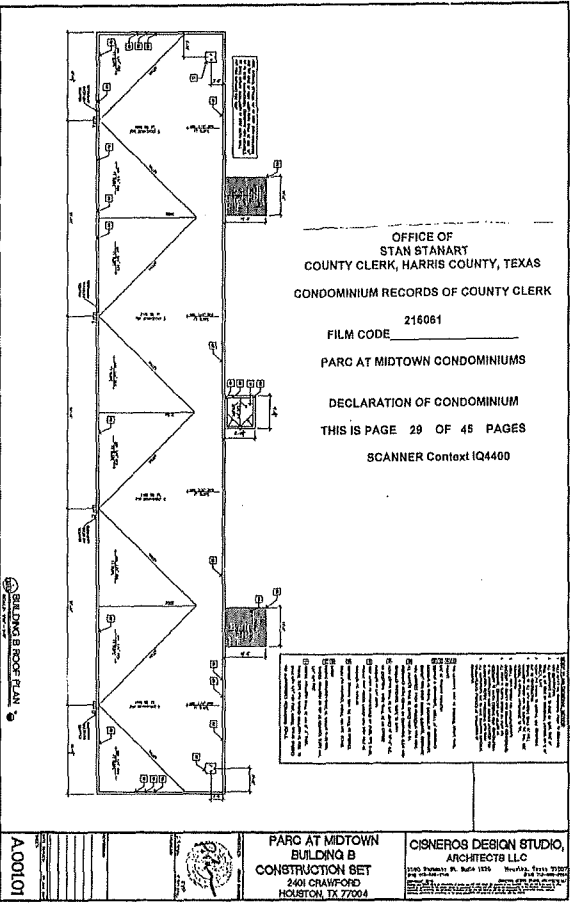
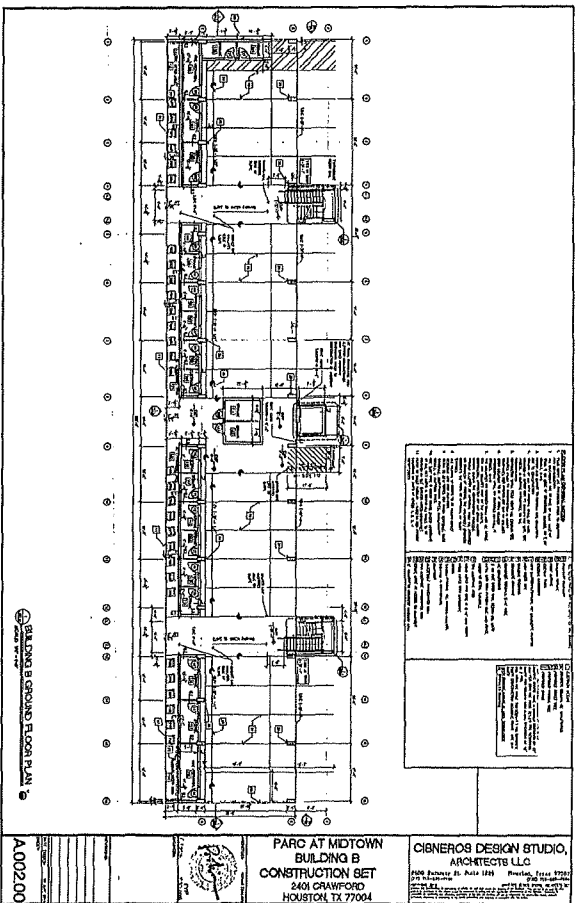
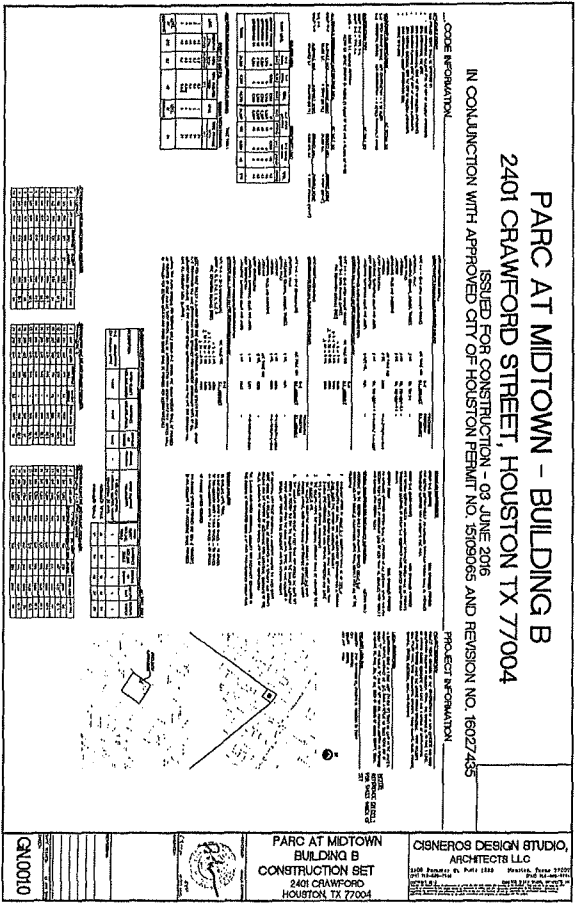
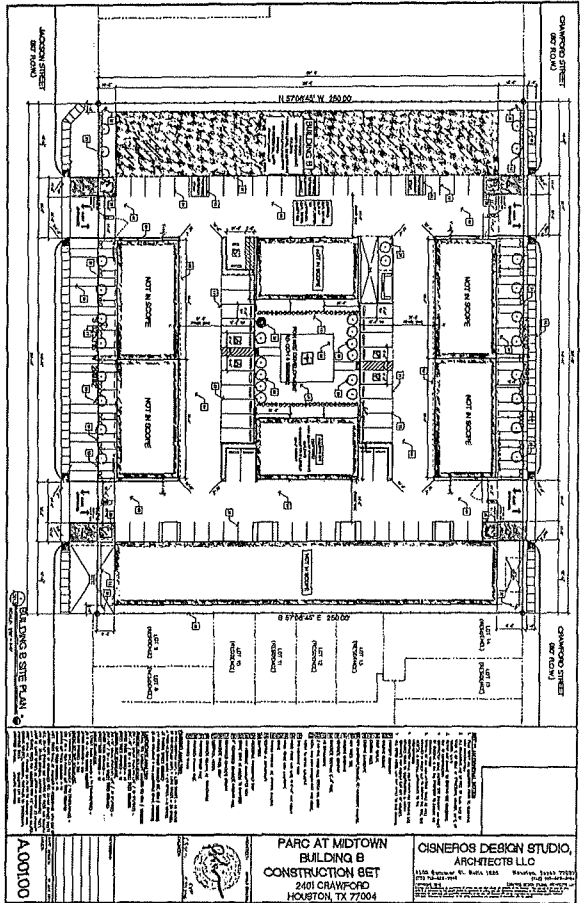
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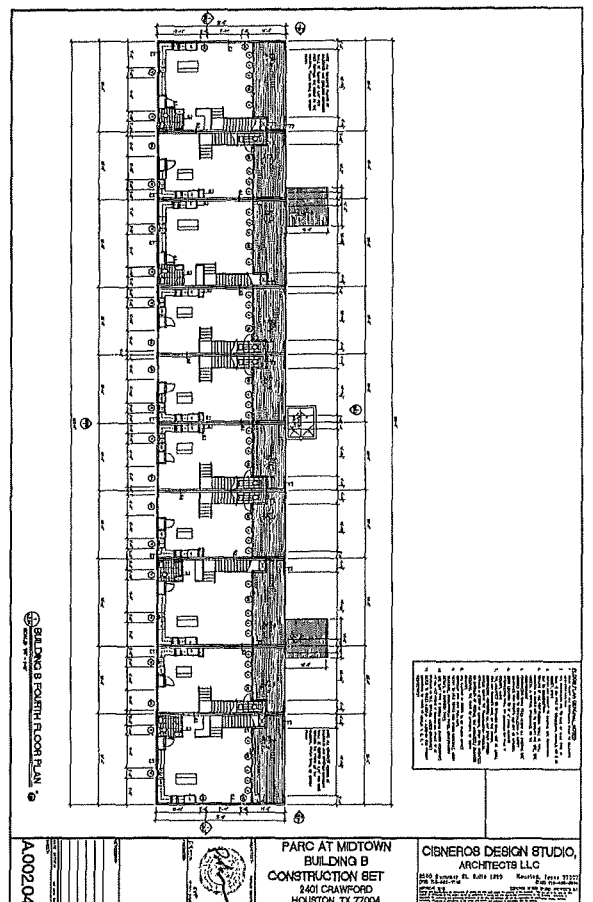
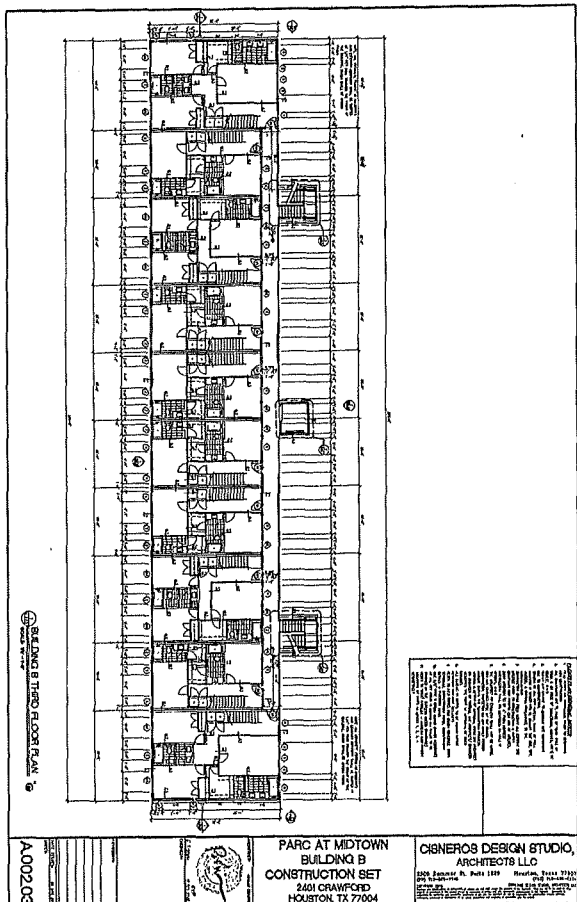
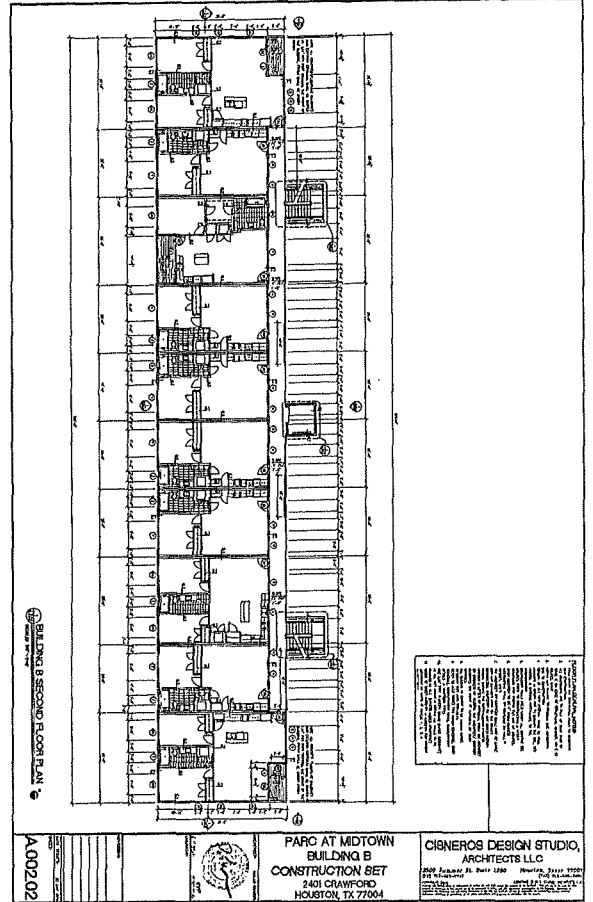
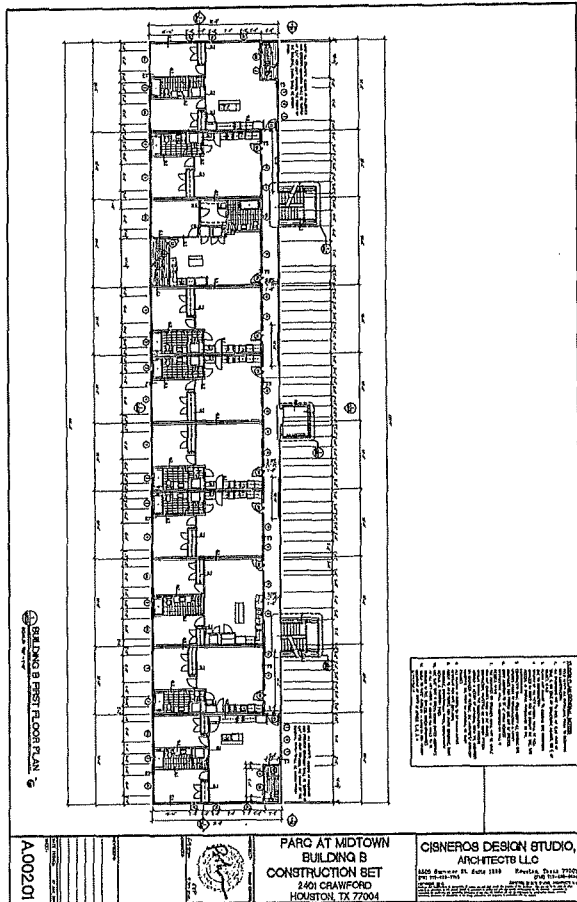
PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM

THIS IS PAGE 28 OF 45 PAGES

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PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM

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SCANNER CONTACT: 0408

UNIT PLAN 204 203 + 202

UNIT PLAN 203

UNIT PLAN 202 203 + 202

UNIT PLAN 201

1/4" = 8'-0" (SEE FINISH TO DETERMINE SIZE OF THE BUILDING. FINISH SHALL BE REVIEWED FIRST)

PARC AT MIDTOWN BUILDING B CONSTRUCTION SET 2401 CRAWFORD HOUSTON, TX 77004

CISNEROS DESIGN STUDIO, ARCHITECTS LLC
 1145 PAVANOLI PL. SUITE 1100 HOUSTON, TEXAS 77028
 281.466.1145
 WWW.CISNEROSDESIGNSTUDIO.COM

A.002.05

UNIT PLAN 202 203 + 202

UNIT PLAN 201

UNIT PLAN 200

UNIT PLAN 199

1/4" = 8'-0" (SEE FINISH TO DETERMINE SIZE OF THE BUILDING. FINISH SHALL BE REVIEWED FIRST)

PARC AT MIDTOWN BUILDING B CONSTRUCTION SET 2401 CRAWFORD HOUSTON, TX 77004

CISNEROS DESIGN STUDIO, ARCHITECTS LLC
 1145 PAVANOLI PL. SUITE 1100 HOUSTON, TEXAS 77028
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PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUMS

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UNIT PLAN 200

UNIT PLAN 199

UNIT PLAN 198 199 + 200 + 201

UNIT PLAN 197

1/4" = 8'-0" (SEE FINISH TO DETERMINE SIZE OF THE BUILDING. FINISH SHALL BE REVIEWED FIRST)

PARC AT MIDTOWN BUILDING B CONSTRUCTION SET 2401 CRAWFORD HOUSTON, TX 77004

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 1145 PAVANOLI PL. SUITE 1100 HOUSTON, TEXAS 77028
 281.466.1145
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A.002.07

UNIT PLAN 198 199 + 200 + 201

UNIT PLAN 197

UNIT PLAN 196

UNIT PLAN 195

1/4" = 8'-0" (SEE FINISH TO DETERMINE SIZE OF THE BUILDING. FINISH SHALL BE REVIEWED FIRST)

PARC AT MIDTOWN BUILDING B CONSTRUCTION SET 2401 CRAWFORD HOUSTON, TX 77004

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A.002.08

UNIT PLAN 202
UNIT PLAN 203
UNIT PLAN 204
UNIT PLAN 205

**PARC AT MIDTOWN
BUILDING B
CONSTRUCTION SET**
2401 CRAWFORD
HOUSTON, TX 77004

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2401 CRAWFORD, SUITE 1010 HOUSTON, TEXAS 77004
713.865.1234
WWW.CISNEROSDESIGNSTUDIO.COM

A002.09

UNIT PLAN 206
UNIT PLAN 207
UNIT PLAN 208
UNIT PLAN 209

**PARC AT MIDTOWN
BUILDING B
CONSTRUCTION SET**
2401 CRAWFORD
HOUSTON, TX 77004

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PARC AT MIDTOWN CONDOMINIUM
DECLARATION OF CONDOMINIUM
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BUILDING B SOUTH ELEVATION

**PARC AT MIDTOWN
BUILDING B
CONSTRUCTION SET**
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BUILDING B NORTH ELEVATION

**PARC AT MIDTOWN
BUILDING B
CONSTRUCTION SET**
2401 CRAWFORD
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713.865.1234
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A005.01

BUILDING B WEST ELEVATION

BUILDING B EAST ELEVATION

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.	2. FINISHES ARE AS NOTED ON THE DRAWINGS.	3. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF FINISHES.	4. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF MATERIALS.	5. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF SCHEDULES.	6. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF SYMBOLS.	7. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF NOTES.	8. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF REFERENCES.	9. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF REFERENCES.	10. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF REFERENCES.
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**PARC AT MDTOWN
BUILDING B
CONSTRUCTION SET
2401 CRAWFORD
HOUSTON, TX 77004**

**CISNEROS DESIGN STUDIO,
ARCHITECTS LLC**
2401 CRAWFORD, SUITE 1000
HOUSTON, TEXAS 77004
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A.005.02

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COUNTY CLERK, HARRIS COUNTY, TEXAS

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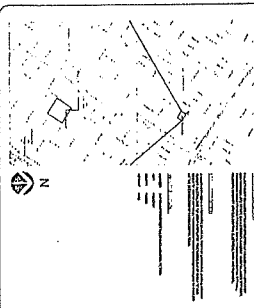
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PARC AT MDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM

THIS IS PAGE 33 OF 46 PAGES

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PROJECT INFORMATION

PARC AT MIDTOWN - BUILDING C-1
 2401 CRAWFORD ST. HOUSTON, TX 77004
 ISSUE FOR CONSTRUCTION - JUNE 03 2016
 IN CONJUNCTION WITH APPROVED CITY OF HOUSTON PERMIT NO. 1509835Z

DRAWING INDEX

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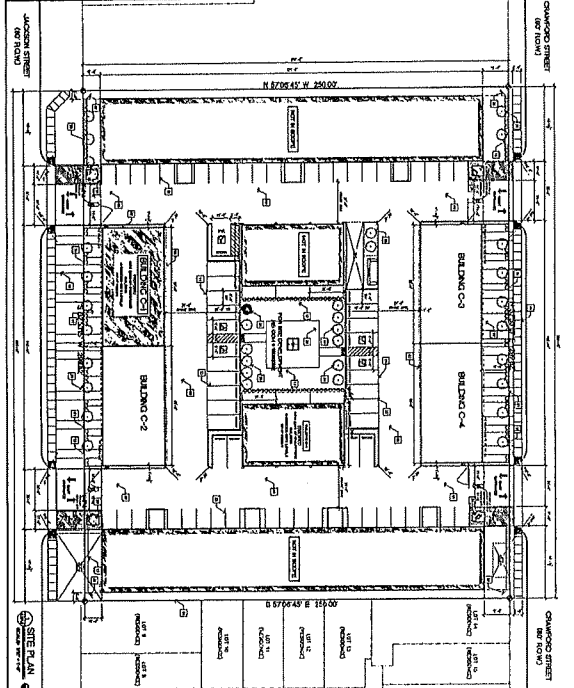
OFFICE OF
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214048
 PARC AT MIDTOWN CONDOMINIUMS
 DECLARATION OF CONDOMINIUM
 THIS IS PAGE 34 OF 43 PAGES
 SCANNER Code:104100

PARC AT MIDTOWN BUILDING C-1 CONSTRUCTION SET
 2401 CRAWFORD ST. HOUSTON, TX

CISNEROS DESIGN STUDIO, ARCHITECTS LLC
 2500 Bayshore St., Suite 1220 Houston, TX 77007
 P: 713.261.7414 F: 713.261.7415

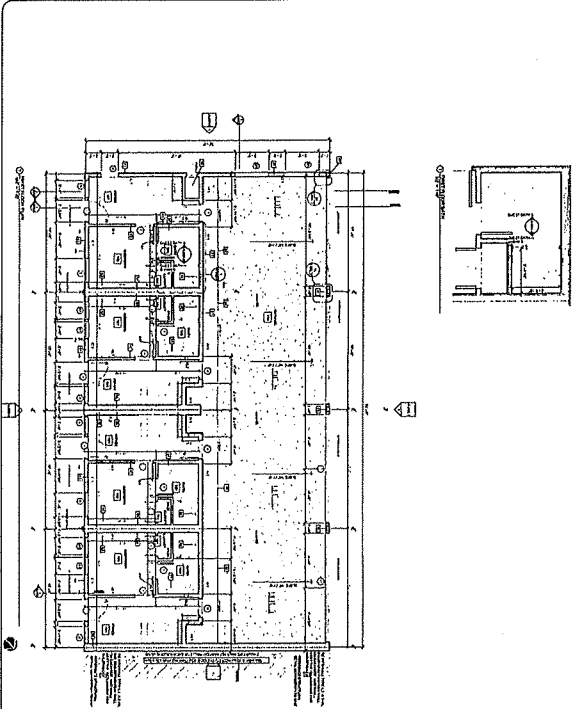
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PARC AT MIDTOWN BUILDING C-1 CONSTRUCTION SET
 2401 CRAWFORD ST. HOUSTON, TX 77004

CISNEROS DESIGN STUDIO, ARCHITECTS LLC
 2500 Bayshore St., Suite 1220 Houston, TX 77007
 P: 713.261.7414 F: 713.261.7415

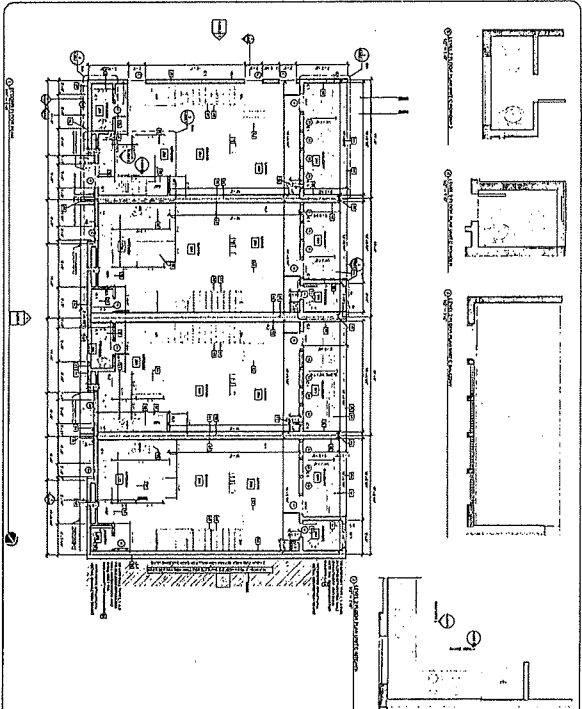
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PARC AT MIDTOWN BUILDING C-1 CONSTRUCTION SET
 2401 CRAWFORD ST. HOUSTON, TX

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 2500 Bayshore St., Suite 1220 Houston, TX 77007
 P: 713.261.7414 F: 713.261.7415

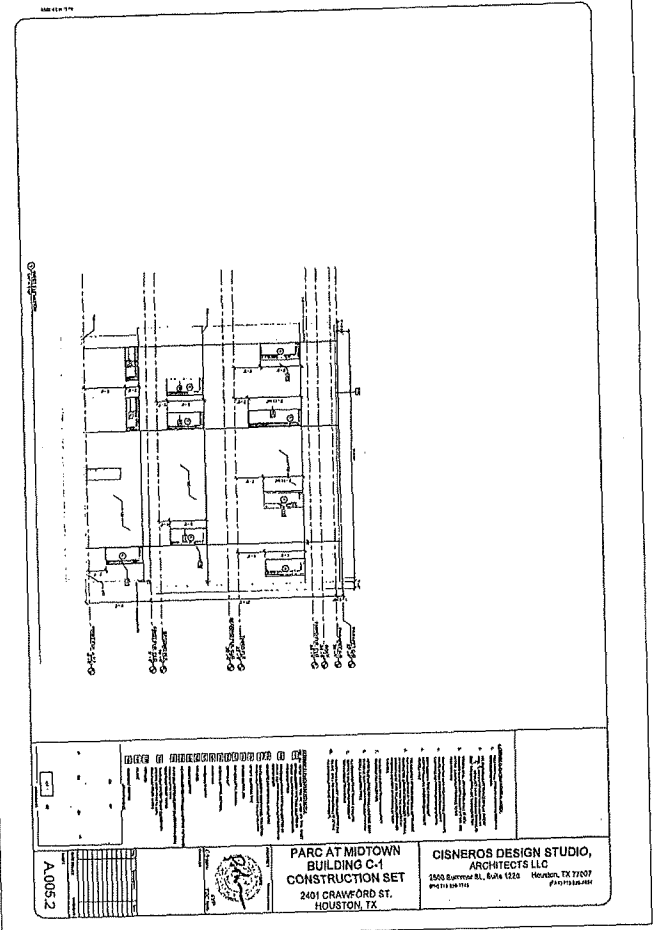
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PARC AT MIDTOWN BUILDING C-1 CONSTRUCTION SET
 2401 CRAWFORD ST. HOUSTON, TX

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PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM
 THIS IS PAGE 38 OF 45 PAGES

SCANNER Context IQ4400

PROJECT INFORMATION

PARC AT MIDTOWN - BUILDING C-3
 2401 CRAWFORD ST., HOUSTON, TX 77004
 ISSUED FOR CONSTRUCTION - JUNE 03 2016
 IN CONJUNCTION WITH APPROVED CITY OF HOUSTON PERMIT NO. 150989322

DRAWING INDEX

CISNEROS DESIGN STUDIO, ARCHITECTS LLC
 3500 Summer St., Suite 1222 Houston, TX 77007
 PH: 713.466.1111

PARC AT MIDTOWN BUILDING C-3 CONSTRUCTION SET
 2401 CRAWFORD ST. HOUSTON, TX

Sheet: A.0001.0

SECTION PLAN

PARC AT MIDTOWN BUILDING C-3 CONSTRUCTION SET
 2401 CRAWFORD HOUSTON, TX 77004

CISNEROS DESIGN STUDIO, ARCHITECTS LLC
 3500 Summer St., Suite 1222 Houston, TX 77007
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Sheet: A.0010

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PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM

THIS IS PAGE 37 OF 41 PAGES

SCANNER CODE: H102160

PARC AT MIDTOWN BUILDING C-3 CONSTRUCTION SET
 2401 CRAWFORD ST. HOUSTON, TX

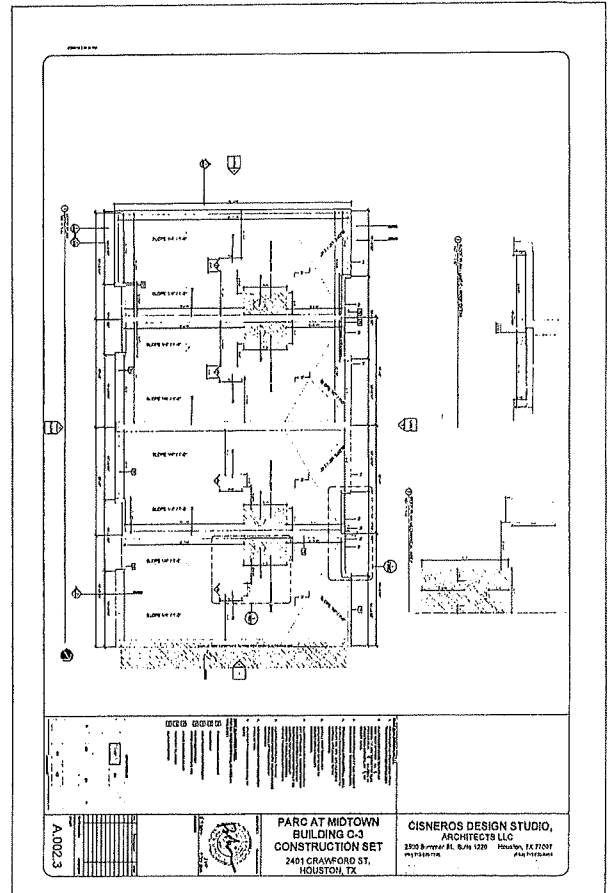
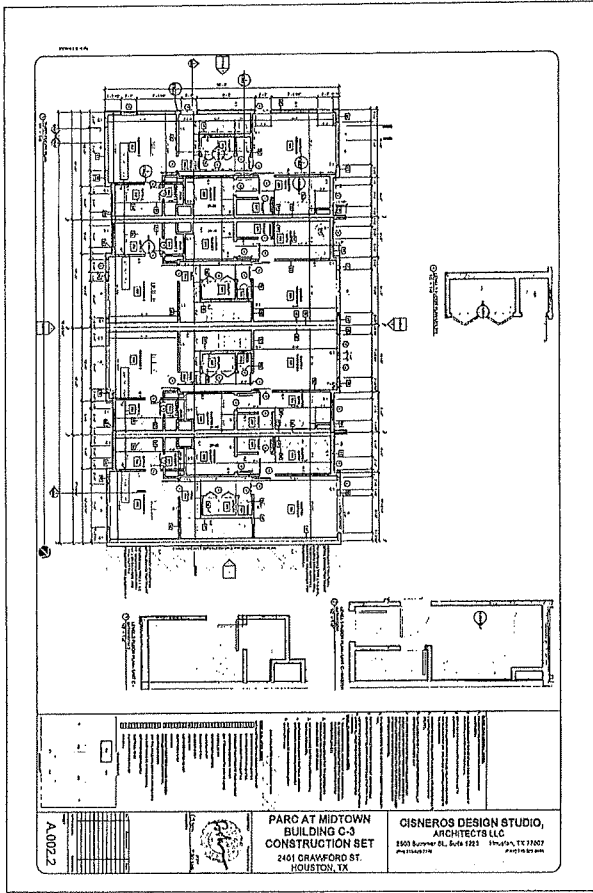
CISNEROS DESIGN STUDIO, ARCHITECTS LLC
 3500 Summer St., Suite 1222 Houston, TX 77007
 PH: 713.466.1111

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 2401 CRAWFORD ST. HOUSTON, TX

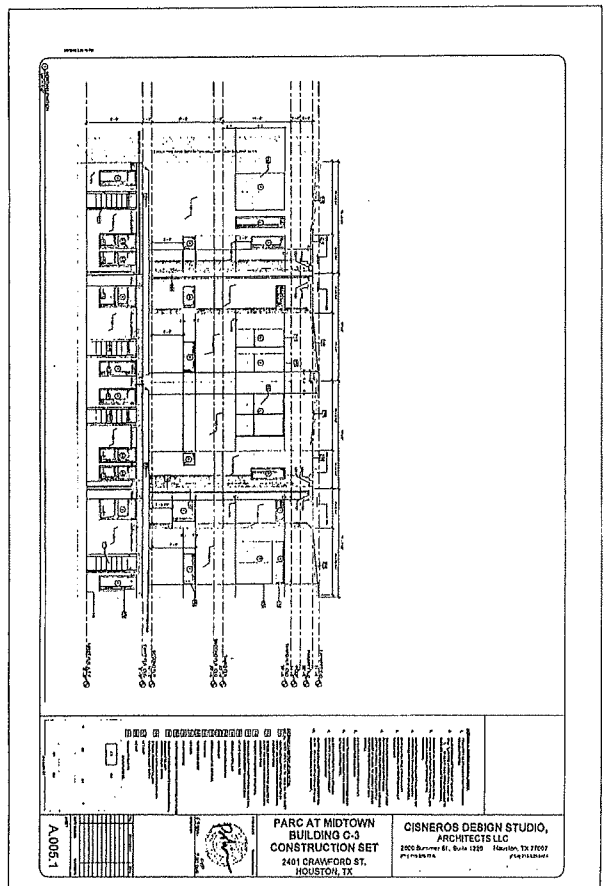
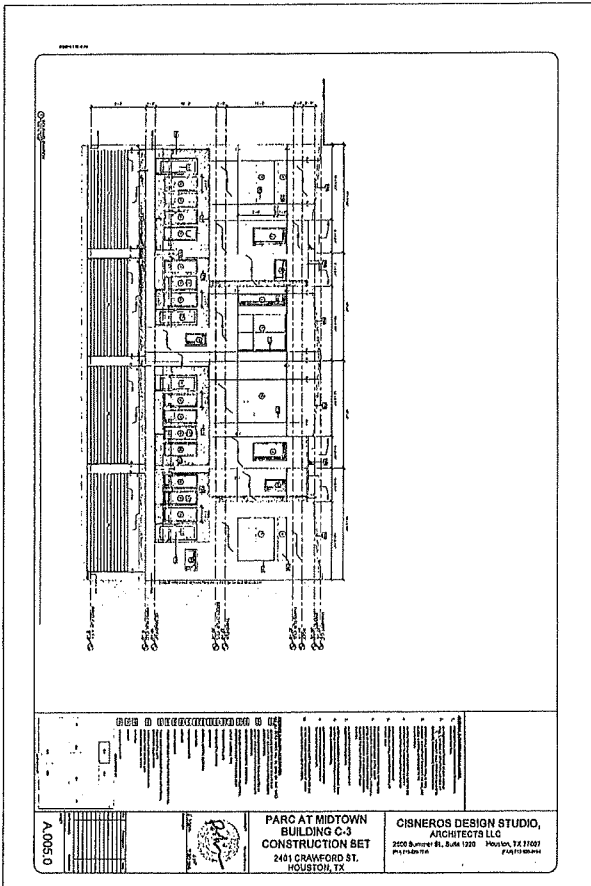
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 3500 Summer St., Suite 1222 Houston, TX 77007
 PH: 713.466.1111

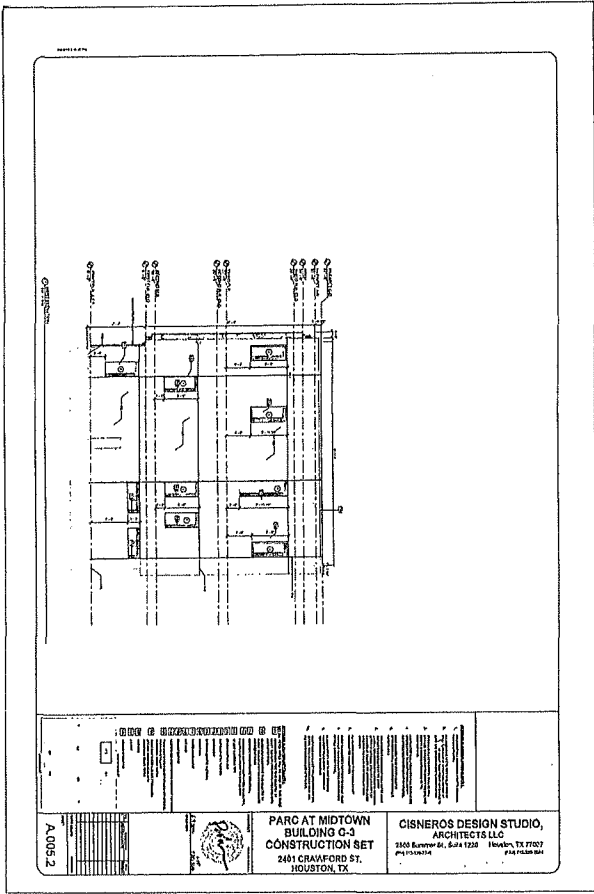
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FILE CODE: 218970
 PARC AT MIDTOWN CONDOMINIUMS
 DECLARATION OF CONDOMINIUM
 THIS IS PAGE 38 OF 45 PAGES
 SCANNER CODE: H24450





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CONDOMINIUM RECORDS OF COUNTY CLERK

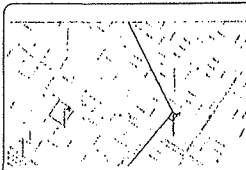
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PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM

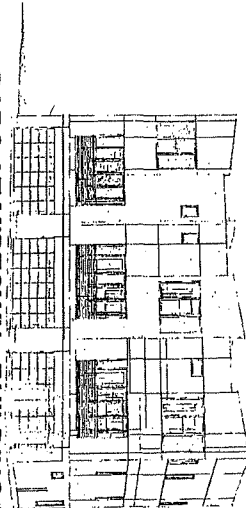
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SCANNER Context IQ4400



PROJECT LOCATION

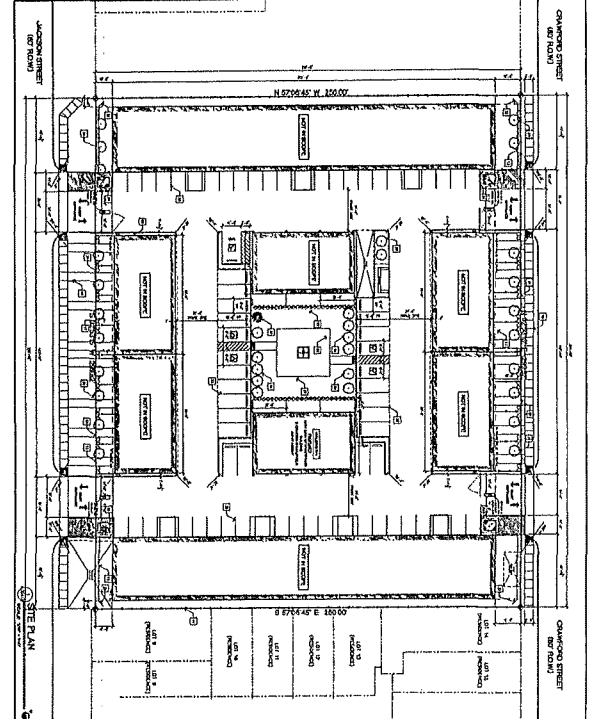
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 2401 CRAWFORD ST. HOUSTON, TX 77004
 ISSUED FOR CONSTRUCTION - JUNE 10 2016
 IN CONNECTION WITH APPROVED CITY OF HOUSTON PERMIT NO. 16024832
 PROJECT INFORMATION DRAWING INDEX



PARC AT MIDTOWN BUILDING D1 CONSTRUCTION SET
 2401 CRAWFORD ST. HOUSTON, TX 77004

CISNEROS DESIGN STUDIO, ARCHITECTS L.L.C.
 2500 Summer St., Suite 1200 Houston, TX 77057
 PH: 713 526 7113 FAX: 713 526 4400

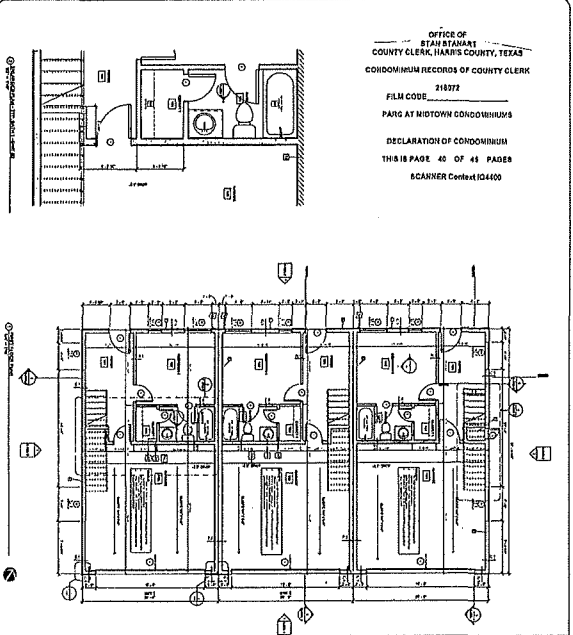
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PARC AT MIDTOWN BUILDING D1 CONSTRUCTION SET
 2401 CRAWFORD STREET HOUSTON, TX 77004

CISNEROS DESIGN STUDIO, ARCHITECTS L.L.C.
 2500 Summer St., Suite 1200 Houston, TX 77057
 PH: 713 526 7113 FAX: 713 526 4400

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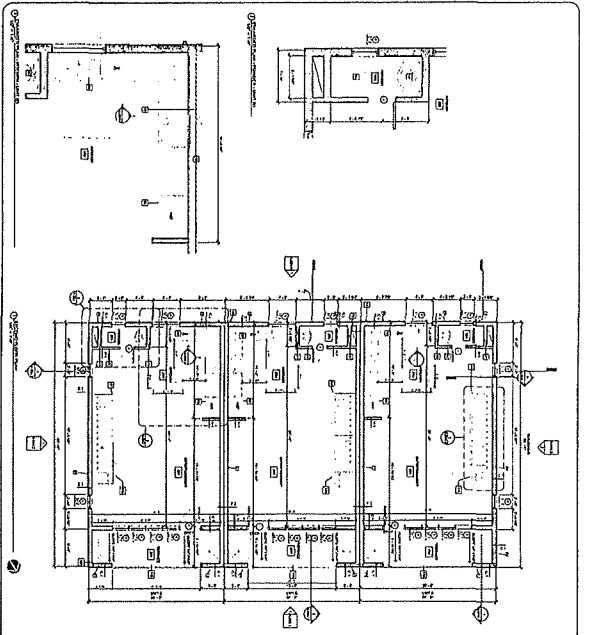
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 PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM
 THIS IS PAGE 40 OF 48 PAGES
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PARC AT MIDTOWN BUILDING D1 CONSTRUCTION SET
 2401 CRAWFORD ST. HOUSTON, TX 77004

CISNEROS DESIGN STUDIO, ARCHITECTS L.L.C.
 2500 Summer St., Suite 1200 Houston, TX 77057
 PH: 713 526 7113 FAX: 713 526 4400

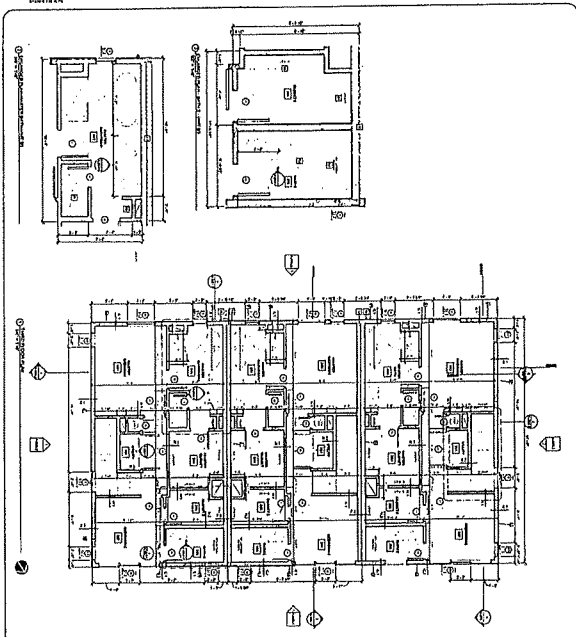
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PARC AT MIDTOWN BUILDING D1 CONSTRUCTION SET
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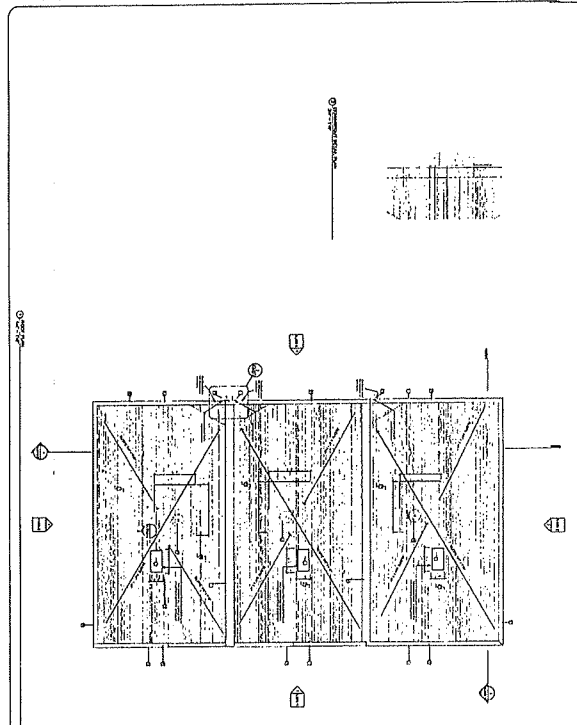
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 2500 Summer St., Suite 1200 Houston, TX 77057
 PH: 713 526 7113 FAX: 713 526 4400

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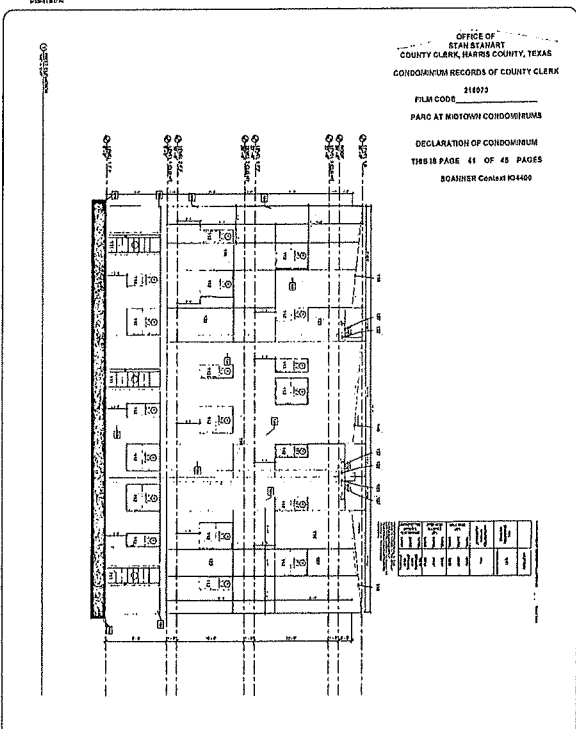


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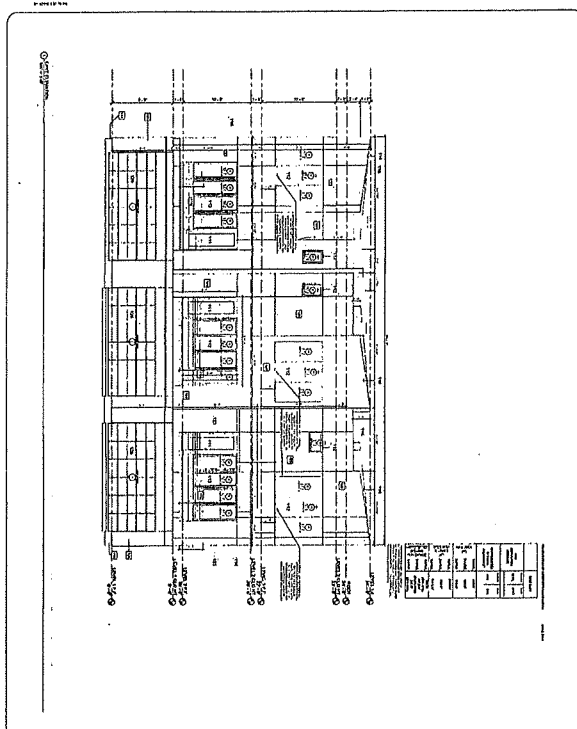


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PARC AT MIDTOWN CONDOMINIUMS
DECLARATION OF CONDOMINIUM
THIS IS PAGE 41 OF 45 PAGES
BOATNER CASE# 104400

B 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21 C22 C23 C24 C25 C26 C27 C28 C29 C30 C31 C32 C33 C34 C35 C36 C37 C38 C39 C40 C41 C42 C43 C44 C45 C46 C47 C48 C49 C50 C51 C52 C53 C54 C55 C56 C57 C58 C59 C60 C61 C62 C63 C64 C65 C66 C67 C68 C69 C70 C71 C72 C73 C74 C75 C76 C77 C78 C79 C80 C81 C82 C83 C84 C85 C86 C87 C88 C89 C90 C91 C92 C93 C94 C95 C96 C97 C98 C99 C100	<p>PARC AT MIDTOWN BUILDING D1 CONSTRUCTION SET 2401 CRAWFORD ST. HOUSTON, TX. 77004</p>	<p>CISNEROS DESIGN STUDIO, ARCHITECTS LLC 2500 SUMNER ST., SUITE 1205 HOUSTON, TX 77007 PH: 713.861.1111 FAX: 713.861.1112</p>



B 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21 C22 C23 C24 C25 C26 C27 C28 C29 C30 C31 C32 C33 C34 C35 C36 C37 C38 C39 C40 C41 C42 C43 C44 C45 C46 C47 C48 C49 C50 C51 C52 C53 C54 C55 C56 C57 C58 C59 C60 C61 C62 C63 C64 C65 C66 C67 C68 C69 C70 C71 C72 C73 C74 C75 C76 C77 C78 C79 C80 C81 C82 C83 C84 C85 C86 C87 C88 C89 C90 C91 C92 C93 C94 C95 C96 C97 C98 C99 C100	<p>PARC AT MIDTOWN BUILDING D1 CONSTRUCTION SET 2401 CRAWFORD ST. HOUSTON, TX. 77004</p>	<p>CISNEROS DESIGN STUDIO, ARCHITECTS LLC 2500 SUMNER ST., SUITE 1205 HOUSTON, TX 77007 PH: 713.861.1111 FAX: 713.861.1112</p>

**PARC AT MIDTOWN
 BUILDING 01
 CONSTRUCTION SET**
 2401 CRAWFORD ST.
 HOUSTON, TX. 77004

**CISNEROS DESIGN STUDIO,
 ARCHITECTS L.L.C.**
 2500 Burnham St., Suite 1220 Houston, TX 77007
 PH: 713 291 7711 FAX: 713 291 8106

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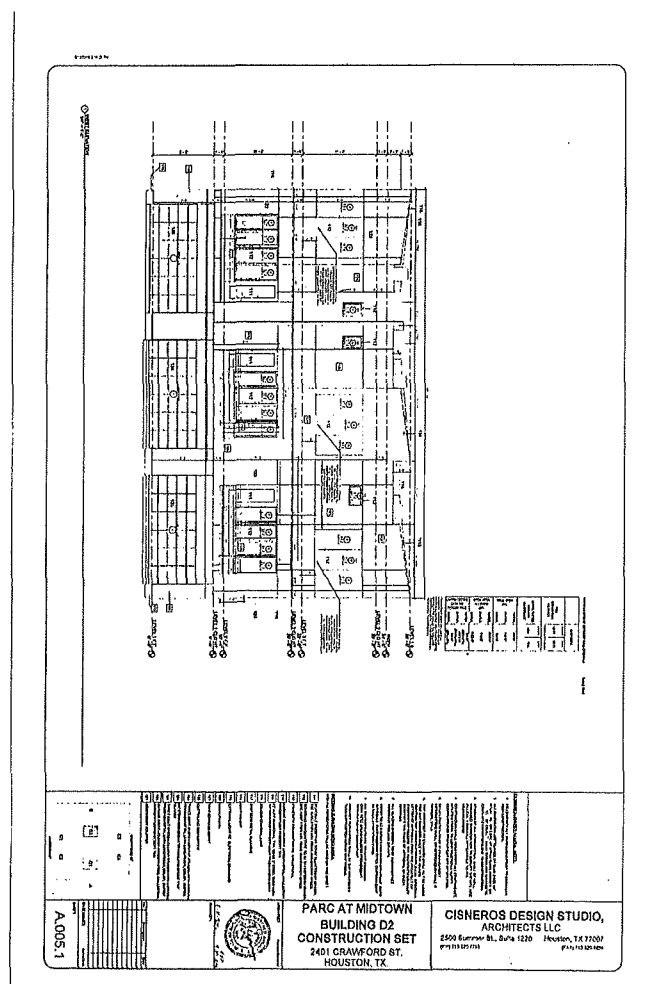
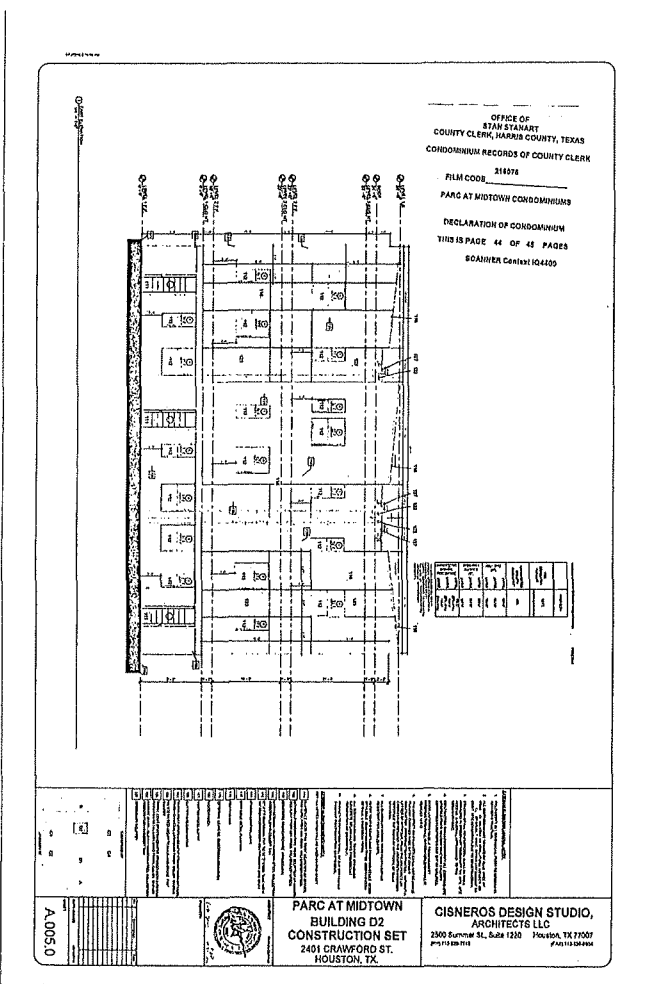
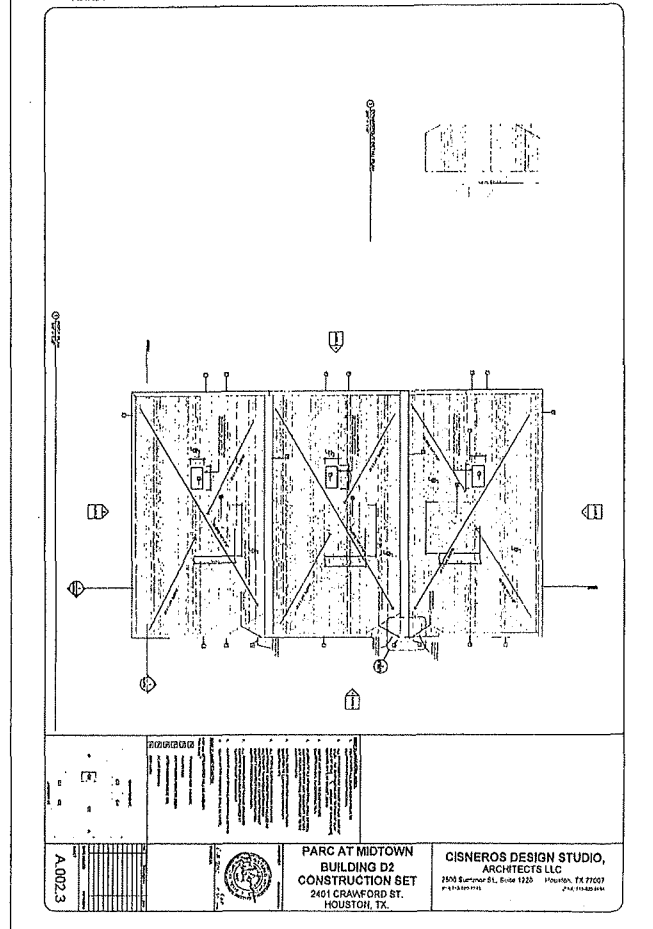
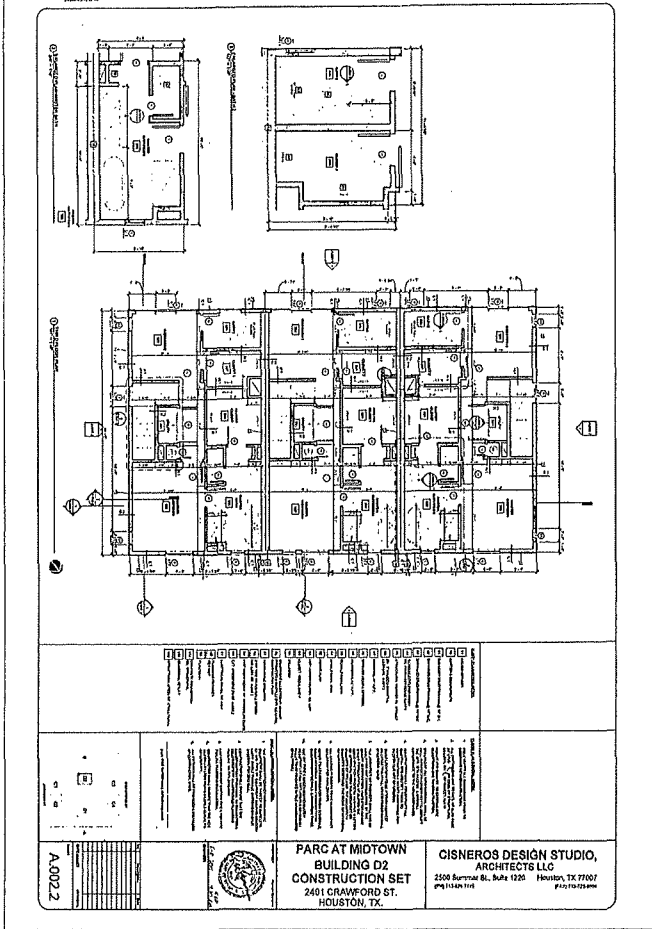
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PARC AT MIDTOWN CONDOMINIUMS

DECLARATION OF CONDOMINIUM

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SCANNER Context IQ4400



At the time of recording, this instrument was found to be in compliance with the requirements of the Public Information Act. Any provision herein which restricts the sale, rental or use of the described real property because of color or race is void and unenforceable under FEDERAL LAW.

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

DECLARED BY THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, ON THIS 1ST DAY OF MARCH, 2017.

STAN STANART
COUNTY CLERK
HARRIS COUNTY, TEXAS



OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK
FILM CODE
218077

PARC AT MDTOWN CONDOMINIUMS
DECLARATION OF CONDOMINIUM
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SCANNER CONTX IQ4400

