



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

5. Buildings shall mean the fifteen (15) buildings situated on the Land, all as more particularly described on Exhibit "B" hereto.

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

7. Common Elements shall mean the Land, Buildings, and all other improvements located on the Land, except for those portions herein defined as Apartments or as Limited Common Elements. Without limiting in any way the generality of the foregoing, the Common Elements shall include those items defined as "General common elements" in the Act including foundations, bearing walls and columns, roofs, halls, lobbies, stairways, entrances, exits, communication ways, swimming pools, club rooms, managerial offices and apartments, mail rooms, areas used for storage of janitorial supplies, maintenance equipment and materials, guard posts, driveways, all parking spaces shown on the Plat that are not designated on the Plat as being assigned to a specific Apartment, and in general all apparatus and installations existing for common use, or necessary or convenient to the operation, maintenance, and use of the Project as a condominium.

8. Developer shall mean River Oaks Townhomes, Ltd., a Texas limited partnership of which James M. Easterling, Gary L. Levering and W. K. Reid are the sole general partners, and any successor or affiliate entities, provided such successors or assigns are designated in writing by the preceding Developer as such.

9. Land shall mean the real property described on Exhibit "A" hereto.

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

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

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

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

14. Mortgage shall mean a security interest, mortgage, or lien granted by an Owner in and to, or against, an Apartment to secure the repayment of a loan, and duly filed for record in the Office of the County Clerk of Harris County, Texas.

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

16. Owner shall mean any person, firm, corporation, or other entity which owns, of record, title to an Apartment in the Project.

17. Parking Areas shall mean the Limited Common Elements designated as parking areas and assigned to individual Apartments as shown on the Plat.

18. Percentage Interest shall mean the undivided interest in and to the Common Elements and Limited Common Elements associated with and appurtenant to each Apartment as set forth on the Plat. On the Plat the abbreviation P.I. is used for "Percentage Interest".

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

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

21. Storage Spaces shall mean the Limited Common Elements designated as numbered storage spaces on Page two of the Plat.

22. Trust Agreement shall mean a trust agreement relating to the holding and disbursement of any insurance proceeds received in respect of the insurance policies obtained by the Association in accordance with this Declaration, in substantially the form attached hereto as Exhibit "E".

## ARTICLE 2

### GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

Section 1. Use Restrictions. Each Owner shall use his Apartment solely for residential purposes, and no business, professional, or other commercial activity of any type shall be operated from or out of any Apartment, Common Element, or Limited Common Element. No Owner shall use nor permit such Owner's Apartment nor any Common Element nor any Limited

Common Element to be used for any purpose which would void any insurance in force with respect to the Project, or which would make it impossible to obtain any insurance required by this Declaration; which would constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; which would constitute a violation of any applicable law, ordinance, rule or regulation (including the Rules and Regulations); or which would interfere, unreasonably, with the use and occupancy of the Project by other Owners. No animal, other than normal household pets that weigh less than twenty-five (25) pounds shall be permitted on the Project. Children under the age of fourteen (14) shall not be permitted to be permanent residents of the Project. Owners or their spouses bearing or adopting a child shall have six months to comply with the immediately preceding sentence.

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

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

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

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

(d) The patios, balconies, Parking Areas, and Storage Spaces designated as Limited Common Elements on Exhibit "B" hereto, as well as all other Limited Common Elements, and the Common Elements shall be maintained by the Association; the Owner of any Apartment as to which any Limited Common Elements are appurtenant shall have no right to modify, alter, repair, decorate, redecorate, improve, or take any other similar action with respect to such Limited Common

Elements, it being the obligation of the Association under this Declaration to maintain such Limited Common Elements in a uniform and attractive manner for the benefit of all Owners.

Section 3. Easements.

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

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

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

ARTICLE 3

MANAGEMENT AND OPERATION OF PROJECT

Section 1. Management by Association. The affairs of the Project shall be administered by the Association. The Association shall have the rights, powers, and duties of a "Council of co-owners" as that term is used in the Act. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring, and operation of the Project as herein provided for, and as provided for in the ByLaws and in the Rules and Regulations.

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

Section 3. Initial Board of Directors, Election of First Board. The initial Board of Directors of the Association shall be Gary L. Levering, James M. Easterling, Jr., and W. K. Reid or others appointed by Developer concurrently with the recordation of this Declaration. Such Board shall serve until the "first Board of Directors" (sometimes herein-after so referred to) is elected by the Members. Elections of the first Board of Directors shall be held upon the earlier to occur of (i) January 1, 1979, or (ii) within sixty (60) days after Developer has conveyed, by deeds duly executed and recorded, one hundred thirty (130) of the Apartments (the earlier of such date is sometimes herein-after referred to as the "Election Date"). Thereafter, elections shall be held as set forth in the ByLaws.

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

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

ARTICLE 4 .

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

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

Section 2. Payment of Maintenance Expenses During Development. Recognizing that, to some degree, the cost of administration and maintenance of the Project is related to the use of the Common Elements which is in turn related to the number of Apartments which are occupied, the Developer shall pay to the Association, until the Election Date, in lieu of any Maintenance Expense Charge or Special Assessment with respect to all Apartments which the Developer continues to own, an amount, if any, by which the Actual Operating Expenses incurred for any fiscal year of the Association exceed the aggregate of the Maintenance Expense Charges payable by other Owners of Apartments. If the amounts collected as Maintenance Expense Charges from Owners other than the Developer exceed such Actual Operating Expenses for such period, then within a reasonable time after the expiration of such period, an amount equal to such excess shall be refunded to the Owners who shall have paid such Maintenance Expense Charges, in proportion to their respective contributions. For the purposes of this provision, the term "Actual Operating Expenses" shall mean those expenses reasonably necessary for the normal maintenance and operation of the Project but shall not include capital expenditures, replacement or other reserves, prepaid items, inventory items or similar expenses to the extent attributable to periods after such fiscal year. The Developer, by notice in writing to the Association, may waive the benefits of this Section 2 and in the event of such waiver, shall thereafter be bound to contribute to the Maintenance Expense Fund the Maintenance Expense Charges and Special Assessments in proportion to the Percentage Interest attributable to the Apartments owned by the Developer.

Section 3. Budgets; Establishment of Maintenance Expense Charge and Maintenance Fund. Upon the recordation of this Declaration, the initial Board shall meet and establish a budget for the operation and maintenance of the Project for that portion of the calendar year then remaining, which budget shall set forth the Board's reasonable estimate of all expenses which the Association will incur in such operation and maintenance of the Project for the remainder of such year. Such budget, and all successive budgets, shall

include a reasonable allowance for contingencies and reserves for maintenance, repairs, and replacements to Common Elements and Limited Common Elements. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and establish such a budget for the next succeeding calendar year. Copies of each such budget shall be posted at the Project for inspection by the Owners. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the Common Elements and Limited Common Elements and for the allowance for contingencies and reserves for maintenance, repairs and replacements for the calendar year in question, and the portion thereof allocable to each Owner, and each Owner shall be obligated to pay monthly, in advance, one-twelfth (1/12) of the portion of the Maintenance Expense Charge so allocated to such Member.

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

Section 5. Payment of Maintenance Expense Charge; Enforcement. One-twelfth (1/12) of the portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid by the tenth (10th) day of such month shall be deemed delinquent, and shall bear interest at the rate of ten percent (10%) per annum from thereafter until paid. In order to secure payment of the Maintenance Expense Charge, the vendor's lien and superior title to each Apartment shall be and is hereby reserved to the Association, which lien shall be enforceable through appropriate judicial proceedings by the Association. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage. In addition to the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of



the Maintenance Expense Charge, the Association may, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

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

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

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

(d) The Association may upon ten days' written notice purchase from such nonpaying Owner (and for this purpose each Owner hereby grants to the Association an option to so purchase) such nonpaying Owner's Apartment at a purchase price equal to the price at which such Owner originally purchased the Apartment less the amount of the unpaid portion of the Maintenance Expense Charge giving rise to such option (said option being expressly subordinate to any Mortgage on such nonpaying Owner's Apartment); and

(e) The Association may pursue any other remedy provided by law in addition to or in lieu of any or all of the above.

Section 6. Maintenance Fund. The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit, and welfare of the Project and the Owners.

Section 7. Initial Assessment of Maintenance Expense Charge. There is hereby assessed, against each Apartment and Owner, an initial Maintenance Expense Charge equal to its Percentage Interest multiplied times \$245,780. Such initial Maintenance Expense Charge is subject to increase (but shall not be decreased) in accordance with Section 3 of this Article 4.

## ARTICLE 5

### INSURANCE

Section 1. General Provisions. The Board shall obtain insurance for the Project as follows, in such amounts as the Board may deem appropriate, except where otherwise specifically indicated, the premiums for which shall be borne by the Maintenance Fund:

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

(b) Insurance on the Buildings (including Apartments) against all loss or damage from explosion of boilers, heating apparatus, pressure vessels, and pressure pipes installed in, on, or about said Buildings.

(c) Comprehensive general liability insurance against claims for personal injury or death (minimum coverage of \$300,000) or property damage (minimum coverage of \$100,000) suffered by the public or any Owner, the family, agent, employee, or invitee of any Owner, occurring in, on, or about the Project or upon, in, or about the private driveways, roadways, walkways, and passageways, on or adjoining the Project. Any policy obtained pursuant to this subsection (c) shall contain a cross-liability endorsement whereby the rights of named insured shall not prejudice his, her, or their action or actions against another named insured.

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

(e) Employer's liability insurance.

(f) Fidelity bonds (minimum coverage of \$25,000 per occurrence) indemnifying the Association, the Board, and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association.

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

(h) Such other insurance in such reasonable amounts as the Board shall deem desirable.

Section 2. Policies. All insurance provided for in this Article shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association, as Trustee for each Owner in accordance with such Owner's

Percentage Interest, and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Association and the Mortgagees. If possible, all policies of insurance of the character described in this Article shall contain an endorsement extending coverage to include the payment of Maintenance Expense Charges with respect to Apartments damaged during the period of reconstruction thereof. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article 5 shall be held and disbursed by a bank named by the Board, as Trustee in accordance with, the Trust Agreement.

Section 3. Future Laws. In the event that an insurance policy specifically designed to meet the insurance needs of condominium regimes hereafter becomes available in Texas, the Board shall be authorized to obtain such a policy provided that the coverage afforded thereby at least equals the coverage provided by the policies enumerated in this Article.

Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his Apartment and of the Limited Common Elements subject to his exclusive control, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided. Owners may carry individual policies of liability insurance insuring against the liability of such Owners, at their own cost and expense.

## ARTICLE 6

### FIRE OR CASUALTY: REBUILDING

#### Section 1. Determination of Loss.

(a) In the event of a fire or other casualty causing damage or destruction to the Buildings, the Board shall determine whether such loss comprises more than two-thirds of the Buildings. Unless otherwise required by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds of the cost of reconstructing all Buildings as they existed immediately prior to such fire or other casualty. In the event of fire or other casualty which does not comprise more than two-thirds of the Buildings, unless otherwise unanimously agreed to by the Owners, the Buildings, shall be repaired and reconstructed substantially in accordance with the original plans and specifications therefor.

(b) In the event that fire or other casualty comprises the whole or more than two-thirds of the Buildings, which

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

Section 2. Rebuilding.

(a) If it is determined that the Buildings shall be repaired and reconstructed, then all proceeds of insurance policies carried by the Association with respect to such fire or casualty shall be paid and held in accordance with the provisions of the Trust Agreement. The Board shall thereupon contract to repair or rebuild the damaged portions of all Buildings, Common Elements, Limited Common Elements, and Apartments in accordance with the original plans and specifications therefor and the funds held pursuant to the Trust Agreement shall be used for this purpose and disbursed in accordance with the terms of the contract of repair and rebuilding and the Trust Agreement.

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

Section 3. Repair of Apartments. Each Owner shall be responsible for the reconstruction, repair, and replacement of all personal and other property in or part of his Apartment and which is not a Common Element or Limited Common Element.

Section 4. Indemnity of Association. Each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner's negligence or misuse or by the negligence or misuse of his immediate family, or his agents or employees in the course of their duties, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other Owners against any such costs.

## ARTICLE 7

### EMINENT DOMAIN

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

Section 2. Common Elements; Limited Common Elements Not Subject to Exclusive Use. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements, or any Limited Common Elements that are not exclusively limited to the use of the Owner of one Apartment (hereafter in this Section 2 of Article 7, only, all references to Limited Common Elements shall be deemed to be references only to such Limited Common Elements) the Board shall have the sole authority to determine whether to defend or resist any such proceeding; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements or Limited Common Elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner in proportion to his Percentage Interest. The Board may, if it deems advisable, call a meeting of the Association, at which meeting the Members, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements or such Limited Common Elements so taken or damaged.

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

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

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

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

(d) If the Board determines that it will be reasonably practicable to operate such remaining Apartments and Limited Common Elements, then the damages and awards made with respect to each Apartment and Limited Common Element which has been determined to be capable of being made tenantable or usable shall be applied to the repair and reconstruction thereof. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Apartments which are being repaired or reconstructed so as to be made tenantable and against those Owners who have the exclusive right of use of the Limited Common Elements being made usable. With respect to those Apartments and Limited Common Elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the Owner who owns such Apartment or has the exclusive right of use of the Limited Common Elements, or to their Mortgagee, as their interests may appear, and the remaining portion of such Apartments and Limited Common Elements, if any, shall become a part of the Common Elements and the repair and use thereof shall be determined by the Board. Those Apartments which may not be made tenantable shall no longer be a part of the Project and the Percentage Interest appurtenant to each remaining Apartment of the Project shall be adjusted by the Board, in such manner as it may determine, to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners. After making such adjustment the Board will cause an instrument reflecting the new Percentage Interest appurtenant to each Apartment to be duly recorded.

Section 4. Taking in Excess of Two-Thirds of Apartments and Limited Common Elements Subject to Exclusive Use. If the entire Project is taken, or two-thirds or more of the Apartments and Limited Common Elements subject to exclusive use are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners thereof (or the Owners entitled to such exclusive use), in proportion to their Percentage Interests and the condominium regime hereby established shall terminate upon such payment. Upon such termination, the Apartments, Common Elements, and Limited Common Elements shall be deemed to be regrouped and

merged into a single estate owned in undivided interest by all Owners, as tenants-in-common, in their respective Percentage Interests.

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

## ARTICLE 8

### AMENDMENTS TO DECLARATION; BYLAWS

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

Section 2. Mortgagee Protections. Notwithstanding Section 1 above, unless at least 2/3rds of the Mortgagees, based on one vote for one Mortgagee, or Owners (excepting the Developer) of the Apartments have given prior written approval, neither the Owners nor the Association shall be entitled to:

- (a) by act or omission, seek to abandon or terminate the condominium regime; or
- (b) change the pro-rata interest or obligations of any Apartment for:
  - (i) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (ii) determining the pro-rata share of ownership of each Apartment in the Common Elements, or
  - (iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, except for granting public utility easements.

ARTICLE 9

RESTRICTIONS ON LEASING OF APARTMENTS

No Owner shall have any right to lease or sublet such Owner's Apartment, other than in accordance with the provisions of this Article 9; provided however, the provisions of this Article 9 shall not apply to Developer or any general or limited partner of Developer, nor shall they apply to any Mortgagee who obtains the ownership of an Apartment pursuant to remedies provided in a Mortgage, or foreclosure thereof, or deed or assignment in lieu of foreclosure. If any Owner, other than those exempted from the operation of this Article 9 by the immediately preceding sentence, shall desire to lease or sublet such Owner's Apartment, the Owner shall first give written notice thereof to the Board, which notice shall set forth the terms and provisions of the proposed lease agreement and shall include a copy of the written lease proposed to be entered into. Within fifteen (15) days of the receipt of such notice, the Board shall either approve or disapprove the proposed lease agreement, and in the event of such Board disapproval, such Owner shall have no right to lease or rent the Apartment in question pursuant to such proposed lease agreement, and any such attempted lease shall be void and of no force and effect. The Association may resort to any remedies available to it, including a proceeding in forcible entry and detainer and the remedies set out in Section 5 of Article 4 hereinabove, to enforce provisions of this Article 9. The Board, in no event, shall unreasonably withhold its approval of any proposed lease agreement; however, should the Board find that the proposed tenant has a poor credit rating, has received poor references from prior landlords, or if the Board determines that the term of the lease is not adequate, or that the security deposit required thereunder is not adequate to protect the interests of the other Owners in maintaining the integrity of the Project, the Board may refuse to approve such lease agreement. The foregoing list is illustrative only, and is not an exclusive listing of possible grounds for the withholding of approval of a proposed lease agreement by the Board. In any event, no lease agreement shall be entered into unless and until the proposed tenant thereunder has deposited with the Association a good and sufficient security deposit to cover the portion of the Maintenance Expense Charge attributable to such Apartment. The amount of such security deposit shall be set by the Board in a reasonable amount to protect the Association and the other Owners, due regard being given to the credit worthiness of the proposed tenant, the length of the term of the proposed lease, and such other factors as the Board may determine. Nothing in this Article 9 shall be deemed to, construed as, or used in any way to discriminate against any person on the account of race, color, creed, or religion.



ARTICLE 10

MISCELLANEOUS

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

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

Section 3. Enforcement. The Board, or any Owner, shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity. Failure by the Board or any Owner or Owners to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions hereof.

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

Section 5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation, and enjoyment of the Common Elements and the Project may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of an Apartment, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

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

Section 7. Mortgagee Matters. Any Mortgagee, upon reasonable notice, shall be entitled to examine the books and records of the Association. Further, upon written request, any Mortgagee shall be entitled, with respect to any Apartment as to which it has a Mortgage, to written notification from the Association of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Association, or the ByLaws.

Section 8. Limitation on Contract Term. Any contract made by the Association for professional management, or providing for services by the Developer, shall be terminable on ninety days' written notice and shall have a maximum term of no more than three years.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 1976.

RIVER OAKS TOWNHOMES, LTD.

By \_\_\_\_\_  
Gary L. Levering,  
General Partner

By \_\_\_\_\_  
W. K. Reid,  
General Partner

By \_\_\_\_\_  
James M. Easterling, Jr.,  
General Partner

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GARY L. LEVERING, general partner in RIVER OAKS TOWNHOMES, LTD., a limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act of the said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the \_\_\_\_\_ day of \_\_\_\_\_, 1976.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

My Commission Expires:  
\_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. K. REID, general partner in RIVER OAKS TOWNHOMES, LTD., a limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act of the said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the \_\_\_\_\_ day of \_\_\_\_\_, 1976.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

My Commission Expires:  
\_\_\_\_\_

# EXHIBIT "A"

Being 5.937 acres of land conveyed by deed dated March 9, 1959, from Mark Rice and Jacob W. Hershey to Tall Timbers Corporation, recorded in Volume 3658, Page 719 of the Harris County Deed Records being in the A. C. Reynolds Survey, Abstract No. 61, City of Houston, Harris County, Texas, more particularly described as follows:

BEGINNING at an iron pipe in the north line of San Felipe Road as widened, as evidenced by right of way deed dated March 23, 1940, from River Oaks Corporation to Harris County, recorded in Volume 1170, Page 456 of the Harris County Deed Records, said iron pipe marking the southwest corner of Lot 1, Block 88 of River Oaks, Tall Timbers Section as per plat recorded in Volume 15, Page 48 of the Harris County Map Records;

THENCE N.89°47'W. 404.03 feet along the north line of San Felipe Road to an iron pipe in the east line of the Southern Pacific Railroad Company right of way, based on a width of 100 feet;

THENCE North 992.38 feet along the east line of said Railroad Company right of way to an iron pipe;

THENCE East 200.00 feet to an iron pipe marking the northwest corner of Lot 3, Block 91 of said River Oaks, Tall Timbers Section;

THENCE South 700.00 feet along the west line of Lots 3, 2, and 1, Block 91 of said River Oaks, Tall Timbers Section to an iron pipe marking the southwest corner of said Lot 1, Block 91;

THENCE East 205.44 feet along the south line of said Lot 1 to an iron pipe at the northwesterly corner of a 40 foot easement;

THENCE S.0°16'30"W. 293.90 feet along the westerly line of said easement, and along the west line of Lot 1, Block 88, said River Oaks, Tall Timbers Section to the PLACE OF BEGINNING.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES M. EASTERLING, JR., general partner in RIVER OAKS TOWNHOMES, LTD., a limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act of the said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the \_\_\_\_\_ day of \_\_\_\_\_, 1976.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

My Commission Expires:  
\_\_\_\_\_



EXHIBIT "E"

INSURANCE TRUST AGREEMENT

THIS TRUST AGREEMENT executed this \_\_\_\_ day of \_\_\_\_\_, 1976, between RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), and \_\_\_\_\_, a banking association with offices and principal place of business in Houston, Harris County, Texas, as Trustee ("Trustee");

W I T N E S S E T H:

WHEREAS, a signed counterpart of the Condominium Declaration for River Oaks Townhomes Condominium Declaration has been delivered to Trustee and is incorporated herein for all purposes; and

WHEREAS, the Declaration provides that certain insurance policies shall be purchased by the Association and that payment of losses thereunder, and the proceeds of condemnation awards shall be made to the Trustee subject to the following conditions and limitations; and

WHEREAS, this Trust Agreement is entered into to effectuate the intents and purposes of the Declaration with respect to such proceeds of insurance and condemnation awards;

NOW, THEREFORE, for Ten Dollars (\$10) and other good and valuable consideration each to the other in hand paid, the receipt of which is hereby acknowledged, and the further consideration of the mutual covenants herein contained, the Association and the Trustee agree as follows:

1. Minimum Proceeds Requiring Intervention by Trustee. Insurance proceeds and/or condemnation awards by the Association, if any, shall be made payable to the Trustee if, but only if, the estimated cost of reconstruction and repair of the damage to the Project resulting in the payment of such proceeds or awards is greater than Fifty Thousand and No/100 Dollars (\$50,000), as determined by the Board. In all other events the proceeds or awards shall be payable directly to the Association and applied in accordance with the Declaration. As hereinafter used, the terms "Qualified Insurance Proceeds" and "Qualified Condemnation Awards" shall mean only such proceeds and awards as are required under the terms of this section to be paid to the Trustee.

2. Proceeds to be Paid to Insurance Trustee. All Qualified Insurance Proceeds payable on account of damage to or destruction of the Project and all proceeds of any Qualified Condemnation Award payable for any taking or any damage to the Project, and the proceeds of any assessment ("Qualified Assessment") made pursuant to the Declaration due to the insufficiency of any insurance proceeds or condemnation

award, shall be paid to the Trustee for the benefit of the Association, the Members, and their mortgagees, as their respective interests may appear.

3. Use of Proceeds. The funds received by the Trustee pursuant to this Trust Agreement shall be disbursed to or for the benefit of the said beneficial owners in the following manner:

(a) First, all reasonable expenses and fees of the Trustee shall be paid or provision made therefor.

(b) If the damage for which the funds are paid is to be repaired or reconstructed, the remaining proceeds shall be applied toward the cost thereof as hereinafter provided. Any funds remaining after paying such costs shall be paid to the Association and disposed of by the Association in accordance with the Declaration.

(c) If it is determined that the damage for which the proceeds or awards are paid shall not be reconstructed or repaired, the remaining proceeds, together with the proceeds from the sale of the Project shall be disbursed to or for the account of said beneficial owners, in the respective Percentage Interests appurtenant to each Apartment, in the following order:

(i) For the payment of all taxes and assessments to the State of Texas or any political subdivision thereof.

(ii) For the payment of all sums unpaid on any duly recorded first lien deed of trust or mortgage on such Apartment.

(iii) For the payment of unpaid Maintenance Expense Charges.

(iv) For the payment of all sums unpaid on any other duly recorded deeds of trust or mortgages on such Apartment.

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

The remittances to Owners and their mortgagees for items (ii), (iv) and (v) may be paid jointly to them and the Trustee shall not be responsible for determining the respective amounts owed to each such party.

(d) The determination as to whether the Project is to be repaired or reconstructed shall



be made in the manner set forth in the Declaration. The Trustee shall have no responsibility to make such determination. The Trustee may rely upon a certificate by the Association made by its President and Secretary as to such determination, as to the procedures for making such determination having been duly followed, and as to the names of the Owners and their respective mortgagees and respective shares of any distribution, as well as the amounts owing to the Association for unpaid Maintenance Expense Charges and the amounts owing to the State of Texas and political subdivisions thereof for taxes and assessments.

4. Construction Advances. If the Qualified Insurance Proceeds, Qualified Condemnation Awards or Qualified Assessments received by the Trustee are to be used to defray the costs of repairing or reconstructing the Project, such funds shall be disbursed for such purposes as follows:

(a) The work shall be in charge of an architect or engineer acceptable to the Trustee and the Association. Before the Association may commence any work other than temporary work to protect property, the Association shall be required to submit all plans and specifications to the Trustee for its approval, which approval shall not be unreasonably withheld or delayed. The approval of the Trustee may be predicated upon the written opinion of an architect selected by the Trustee and approved by the Association, which approval shall not be unreasonably withheld. To the extent feasible, said plans and specifications shall provide for such work that, upon completion thereof, the Project shall be at least equal in value and general utility to the Project as it existed prior to the damage, destruction or taking.

(b) Unless otherwise approved by the Board, the contract or contracts for the work shall be awarded by the Trustee on the basis of competitive bidding.

(c) Each request for payment shall be made on seven days' prior notice to the Trustee and shall be accompanied by a certificate to be made by an officer of the Association, and by such architect or engineer, stating (i) that all of the work completed has been done in compliance with the approved plans and specifications if any be required under paragraph (a); (ii) that the sum requested is justly required to reimburse the Association for payment by the Association to or as justly due to the contractors, subcontractors, materialmen, laborers, engineers, architects, or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums previously paid out by the Association,

does not exceed the value of the work done to the date of such certificate; (iii) that the amount of such proceeds remaining in the hands of the Trustee will be sufficient upon completion of the work to pay for the same in full (giving in such reasonable detail as the Trustee may require an estimate of the cost of such completion); and (iv) such other pertinent matters as the Trustee may reasonably require.

(d) If demanded by the Trustee, each request shall be accompanied by waivers of lien satisfactory to the Trustee covering that part of the work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Trustee that there has not been filed with respect to the Project any mechanics' or materialmen's lien or other lien or any instrument for the retention of title in respect of any part of the work not discharged of record.

(e) The request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the Project legal.

(f) The Association shall furnish to the Trustee such additional certificates, approvals and evidence of completion, in whole or in part, bills and invoices as the Trustee may reasonably request prior to making any disbursement.

(g) The Trustee may, at its election, make disbursements to the Association or to any contractor or other person furnishing labor, materials, or services in connection with the work.

(h) The Trustee may, and if requested by the Board shall, require that the contractor or contractors obtain performance bonds and payment bonds.

5. Trustee May Participate. The Trustee may, but shall not be obligated to, participate with or act in the place of the Association in settling any losses with insurance companies or condemning authorities and may appear as a party in any judicial proceedings for such purposes either with or in the place of the Association; provided, however, the Trustee shall be obligated to appear if and only if the court finds that the Trustee is a necessary party or if its presence as a party is necessary for the successful maintenance of the action.

6. Responsibility and Liability of Trustee. The Trustee shall have no duty or responsibility to perform any act or to take any action unless same is specifically or by necessary implication set forth herein. Without limiting the generality of the foregoing, the following shall control:

(a) The Trustee shall have no responsibility for and consequently no liability or obligation whatsoever or howsoever in connection with the work of repair or reconstruction of the Project, except its obligation to the Association and the Owners (but to no other party) to advance proceeds received by it as set forth herein. The Trustee shall have no obligation to inspect such work (although it may do so) nor shall the Trustee be liable for the performance or default of any contractor or subcontractor nor for the failure to construct, complete, protect or insure said improvements or for the payment of any cost or expense incurred in connection therewith, and nothing, including, without limitation, any disbursement hereunder or the deposit or acceptance of any document or instrument, shall be construed as a representation or warranty, express or implied, upon the part of the Trustee.

(b) The Trustee shall have no responsibility for and consequently no liability for any inadequacy of insurance coverage or any insufficiency of proceeds available to repair or reconstruct the Project.

(c) The Trustee shall have no liability for any error in judgment in the course of any settlement or judicial proceedings entered into by the Trustee under Article 5 hereof provided same be conducted in good faith.

(d) The Trustee shall be protected in acting upon any written notice; request; waiver; consent; certificate; receipt; authorization; power of attorney; attorneys', accountants', engineers' or architects' opinion, or other paper or document which the Trustee in good faith believes to be genuine and what it purports to be.

(e) In the event of a conflict between the provisions of the Declaration or By-Laws and the provisions of this Trust Agreement with respect to the duties, responsibility or liability of the Trustee, the provisions of this Trust Agreement shall control.

(f) The Trustee shall not be obligated to take any action that would require the expenditure of a sum of money or the incurring of any expense or obligation unless it has on hand adequate funds to cover such expenditure.

(g) The Trustee shall not be liable for anything which it may do or refrain from doing in connection herewith except its own gross negligence or willful misconduct.

7. Trustee Compensation. The Association shall pay to the Trustee reasonable compensation for its services hereunder and shall reimburse the Trustee for its expenses incurred in connection herewith. If the Association fails to pay the said fees and expenses of the Trustee, the Trustee may assess same against the Owners in the Project in proportion to each Owner's Percentage Interest and such assessment shall constitute a lien on each Apartment, superior and prior to all other liens and encumbrances except Tax Liens and sums unpaid on any first lien deed of trust or mortgage on such Apartment duly recorded in Harris County, Texas. Such lien shall be enforced by the Trustee in the manner set forth in the Declaration for the enforcement of liens by the Association, except that any officer of the Trustee shall take the action which the By-Laws specify shall be taken by the Association and the Trustee shall perform the acts to be performed by the Association.

8. Beneficiaries. This Trust Agreement is entered into in part for the benefit of the holders of the deeds of trust now or hereafter placed on the individual Apartments in the Project ("Mortgagees"), and the Owners, and this Agreement may be enforced by each such Mortgagee, Owner and the Association itself and the respective heirs, legal representatives, successors and assigns of each such party.

9. Termination. This Agreement shall continue so long as the members of the Association or the Owners have an insurable interest in the Project unless sooner terminated upon reasonable notice by either party hereto and the payment of all compensation and expenses of Trustee to the date of the termination; provided that such sooner termination shall not become effective prior to the appointment of a successor insurance trustee reasonably acceptable to Mortgagees and the Owners of such Apartments, or if such notice is given by the Trustee, the expiration of sixty (60) days following the date of such notice, whichever is first to occur; provided, that if notice of termination is given by the Trustee prior to the appointment of a successor insurance trustee, a copy of such notice shall be mailed by registered or certified mail by the Trustee to each Owner and each Mortgagee. A successor insurance trustee shall be deemed to be acceptable to any Mortgagee or Owner which fails to give written notice of objection to the Association within ten (10) days after receipt of a written request by the Association or Trustee for the approval of such successor insurance trustee.

10. Miscellaneous. The article headings used herein are for convenience and reference purposes only and shall not be construed to limit, modify or supplement the provisions of this Agreement.

11. Definitions. Any term used herein which is defined elsewhere in the Declaration of which this Trust Agreement is a part shall have the same meaning herein as in the Declaration.

12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Executed as of the day and year above set forth.

This Agreement shall be performable in Houston, Harris County, Texas.

\_\_\_\_\_ BANK  
By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Cashier

RIVER OAKS TOWNHOMES OWNERS'  
ASSOCIATION, INC.

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



9/19/2018 hccpirp1

**FIRST AMENDMENT TO  
CONDOMINIUM DECLARATIONS (FOR) RIVER OAKS TOWNHOMES**

This Amendment amends: "Condominium Declarations (for) River Oaks Townhomes", recorded in Volume 28, Page 20 of the Condominium Records of Harris County, Texas.

FILED  
9/19/2018 1:00  
*Stan Stan*  
COUNTY CLERK

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

This First Amendment to the Condominium Declarations (for) River Oaks Townhomes, dated as of the date shown below, is made and executed by the undersigned condominium unit owners of River Oaks Townhomes (hereafter defined), pursuant to Article 8, Section 1 of the Declaration, to-wit:

**WITNESSETH:**

WHEREAS, the Declarant as defined in the Declaration, heretofore executed that certain "Condominium Declarations (for) River Oaks Townhomes" recorded in Volume 28, Page 20 of the Condominium Records of Harris County, Texas (said document being referred to herein as the "Declaration"); and

WHEREAS, the Declaration covers those condominium units described in and set forth in the Declaration, constituting the Development known and described herein as "River Oaks Townhomes"; and

WHEREAS, Article 8, Section 1 of the Declaration provides that the Declaration may be amended by an instrument in writing signed by Members having not less than two-thirds of the votes in the Association; and

WHEREAS, pursuant to Article 8, Section 1 of the of the Declaration, the undersigned Members of the Association and owners of Condominium Units in the River Oaks Townhomes condominium regime, respectively, agree that the Declaration shall be amended; and -

WHEREAS, the following amendments to the Declaration were approved by the undersigned Members of the Association and condominium unit owners in the regime;

NOW, THEREFORE, for and in consideration of the premises, the Declaration is hereby amended as follows:

RESOLVED, that pursuant to the provisions of Section 82.002(a)(1) of the Texas Property Code, that the "Condominium Declarations (for) River Oaks Townhomes" recorded in Volume 28, Page 20 of the Condominium Records of Harris County, Texas, (referred to herein as the "Declaration") be amended to have Chapter 82 of the Texas Property Code ("Texas Uniform Condominium Act") apply to the River Oaks Townhomes condominium regime in its entirety.

FURTHER RESOLVED, that the Declaration, the Articles of Incorporation of the Association, and the By-Laws of the Association shall be amended so that any reference presently made therein, respectively, to the "statute," the "act," the "Texas Condominium Act," "Article 1301(a) VATS" or "Chapter 81 of the Texas Property Code," shall be deemed amended to refer for all purposes to Chapter 82 of the Texas Property Code.

FURTHER RESOLVED, that Article 8, Section 2(a) of the Declaration shall be amended to provide that the River Oaks Townhomes condominium regime may be abandoned or terminated upon the agreement of owners representing an aggregate ownership interest of at least eighty percent (80%) of the Condominium Units.

FURTHER RESOLVED, that the foregoing amendments shall become effective for all purposes as of the date when Members of the Association having not less than two-thirds of the votes in the Association have approved such amendments by executing the Signature Page for the First Amendment to the Condominium Declarations (for) River Oaks Townhomes and said Signature Pages are duly recorded in the Condominium Records of Harris County, Texas.

The foregoing amendments, having been approved and accepted by the undersigned owners of the respective condominium units in the regime and their duly



authorized representatives as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

By their respective execution hereof, each signatory hereto represents that such signatory (i) is the owner of such Condominium Unit shown adjacent to his/her signature or the duly authorized representative/attorney-in-fact of the owner of the Condominium Unit or Units indicated; and (ii) is duly authorized to execute this document as the owner of such Condominium Unit or on behalf of the owner of such Condominium Unit or Units.

All provisions of the Declaration not specifically referenced herein shall remain in full force and effect.

This instrument may be executed in multiple counterparts and the aggregate of all of such originals whether combined and recorded as one document or recorded in multiple documents shall constitute one original.

The effective date of this First Amendment shall be the date as shown on the Certificate attached hereto as Exhibit "A".

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

216771  
FILM CODE \_\_\_\_\_

RIVER OAKS TOWNHOMES FIRST  
AMENDMENT TO CONDOMINIUM  
DECLARATION

THIS IS PAGE 1 OF 22 PAGES

SCANNER Context IQ4400

**EXHIBIT "A"**

**CERTIFICATE**

The undersigned, being a duly elected, qualified, and acting officer of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, the Association set forth and described in that certain "Condominium Declarations (for) River Oaks Townhomes" recorded in Volume 28, Page 20 of the Condominium Records of Harris County, Texas, does hereby certify that the signature pages attached hereto as Exhibits A-1 through A-82 are true and correct copies of the originals of such documents. The effective date of the First Amendment shall be the date this Certificate is executed as shown herein below and duly recorded in the Condominium Records of Harris County, Texas.

DATED this 17<sup>th</sup> day of September, 2018.



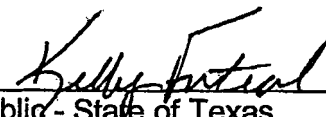
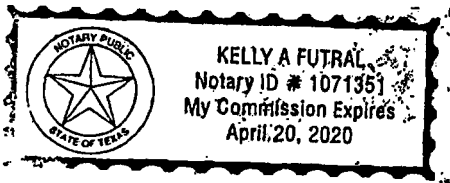
Randy Carr, President of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit Corporation

STATE OF TEXAS

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§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 17<sup>th</sup> day of September, 2018 by Randy Carr, President of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of such corporation.



Notary Public - State of Texas

REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER  
FEDERAL LAW

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



SEP 19, 2018  
*Stan Stewart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**RECORDER'S MEMORANDUM**

Due to the quality of recordation, this instrument was  
deemed to be inadequate for the best photographic  
reproduction because of illegibility, carbon or  
copy, discolored paper, etc. All blackouts,  
and changes were present at the time the  
instrument was filed and recorded.