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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

FOR

POST OAK LANE TOWNHOMES, PHASE II

WHEREAS, L. B. NELSON CORPORATION OF TEXAS, a Texas corporation, is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas more particularly described in Exhibit A attached hereto and hereby made a part hereof, together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto;

WHEREAS, said L. B. Nelson Corporation of Texas desires to submit said property to a condominium regime pursuant to Article 1301a of the Texas Revised Civil Statutes;

NOW, THEREFORE, said L. B. Nelson Corporation of Texas hereby declares that the Land described in Exhibit A attached hereto, together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, is hereby submitted to a condominium regime pursuant to Article 1301a of the Texas Revised Civil Statutes, and that said property is and shall be held, conveyed, hypothecated, encumbered, pledged, leased, rented, used, occupied and improved subject to the following limitations, easements, restrictions, covenants, conditions, charges and liens, all of which are declared to be established for the purpose of enhancing the value, desirability and attractiveness of said property and every part thereof. All of said limitations, easements, covenants, restrictions, conditions, charges and liens shall run with the said property and shall be binding upon all parties having or acquiring any right, title, or interest therein or any part thereof, and shall be for the benefit of each owner of any

portion of said property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

1. Definitions. For the purposes of this Declaration the terms used shall have the following meanings:

(a) "Townhome" shall mean an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a Building, which enclosed space is not owned in common with the Co-Owners of other Townhomes in the Project. Each Townhome is numbered as shown on the Plan, and the boundaries of each Townhome shall be and are the interior surfaces of the perimeter walls, floor, ceilings and the exterior surfaces of balconies and terraces; and a Townhome includes both the portion of the Building so described and the air space so encompassed, excepting Common Elements. Any Townhome may be jointly or co-tenantly owned by more than one person. It is intended that the term "Townhome" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

(b) "Board" shall mean the Board of Governors established pursuant to Paragraph 6 of this Declaration.

(c) "Building" shall mean and refer to any one of the principal structures presently situated on the Land.

(d) "Act" shall mean Article 1301a of the Texas Revised Civil Statutes.

(e) "Project" shall mean the condominium project established by this Declaration.

(f) "Common Elements" shall mean all of the Property except for the Townhomes, and, without limiting

16/13 Condo. Records

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*[Signature]*  
CLERK  
HARRIS COUNTY, TEXAS

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POST OAK LANE TOWNHOMES  
PHASE II

A CONDOMINIUM PROJECT

the generality of the foregoing, shall include the following:

- (1) The Land;
  - (2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
  - (3) All basements, flat roofs, yard, and gardens, except as otherwise provided or stipulated;
  - (4) All premises for the lodging of janitors or persons in charge of the Buildings, except as otherwise provided or stipulated;
  - (5) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, swimming pools, and the like;
  - (6) All elevators and shafts, garbage incinerators and, in general, all devices or installations existing for common use; and
  - (7) All other elements of the Buildings desirable or rationally of common use or necessary to the existence, upkeep and safety of the Project.
- (g) "Co-Owner" shall mean a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a Townhome or Townhomes within the Project, and shall include the Declarant, but shall exclude those having an interest in a Townhome or Townhomes merely as security for the performance of an obligation. A Co-Owner shall have an exclusive ownership to his Townhome or Townhomes and shall have a common right to a share or shares, with other Co-Owners, in the Common Elements. Each Co-Owner may use the Common Elements in accordance with the purposes for which they are intended, as shown on

the Plan, without hindering or encroaching upon the lawful rights of other Co-Owners.

(h) "Council of Co-Owners" shall mean all of the "Co-Owners" as defined in Subsection (g) of this Paragraph 1, which Council of Co-Owners shall be incorporated as Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation.

(i) "Declarant" shall mean and refer to L. B. Nelson Corporation of Texas, a Texas corporation, its successors and assigns, provided such successors or assigns are designated in writing by L. B. Nelson Corporation of Texas as a successor or assign of the rights of L. B. Nelson Corporation of Texas set forth herein.

(j) "Land" shall mean the Land described in Exhibit A attached hereto.

(k) "Maintenance Fund" shall mean the fund established pursuant to Paragraph 10 of this Declaration.

(l) "Manager" shall mean the person or firm selected by the Board pursuant to the provisions of Subparagraph (e) of Paragraph 7 of this Declaration.

(m) "Mortgage" shall mean a mortgage or Deed of Trust covering a Townhome and the undivided interest in the Common Elements appurtenant thereto.

(n) "Mortgagee" shall mean a beneficiary under a Mortgage.

(o) "Plan" shall mean the plots and plans attached hereto as Exhibit P and hereby made a part hereof.

(p) "Property" shall mean the Land, together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

2. No Partition. The Common Elements shall remain undivided, and shall not be the object of an action for partition

or division of the co-ownership thereof so long as suitable for a condominium regime and, in any event, all Mortgages must be paid in full prior to bringing an action for partition or the consent of all Mortgagees must be obtained; provided, however, that if any Townhome shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition of such Townhome as between such co-tenants.

### 3. Voting.

(a) The Council of Co-Owners shall have two classes of membership:

Class A. Except as provided under the heading "Class B" below, each Co-Owner shall be a Class A member. Each Class A member shall be entitled to one (1) vote for each Townhome owned by him. Where there is more than one record Co-Owner of a Townhome, any or all of such persons may attend any meeting of the Council of Co-Owners, but such record Co-Owners of such Townhome shall only be entitled to cast one (1) vote and it shall be necessary for such record Co-Owners to act unanimously in order to cast the vote to which they are entitled. Any designation of an agent to act for such record Co-Owners must be signed by all of such record Co-Owners.

Class B. The Class B member(s) shall be Declarant. The Class B member(s) shall be entitled to three (3) votes for each Townhome owned by it, provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B Membership.

(b) Any Co-Owner may attend and vote at any meeting in person, or by an agent duly appointed by an instrument in writing signed by the Co-Owner and filed with the Board or the Manager. Any designation of an agent to act for a Co-Owner may be revoked at any time by written notice to the Board or Manager, and shall be deemed revoked when the Board or the Manager shall receive actual notice of the death or judicially declared incompetence of such Co-Owner or of the conveyance by such Co-Owner of his Townhome. The right to vote may not be severed or separated from any Townhome and any sale (including a foreclosure sale), transfer or conveyance of any Townhome to a new Co-Owner shall operate to transfer the appurtenant vote without the requirement of express reference thereto.

4. Meetings. The presence at any meeting of the Council of Co-Owners of Co-Owners having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Council of Co-Owners where there is a quorum upon the affirmative vote of a majority of those votes represented at such meeting.

(a) Annual Meeting. There shall be a meeting of the Council of Co-Owners on the third Tuesday of January of each year at 6:00 p.m. upon the Property or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board delivered to the Co-Owners not less than ten (10) days nor more than sixty (60) days prior to the date fixed for said meeting. At the annual meeting the Board shall present a certified audit of the Maintenance Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation hereof to each Co-Owner, and the estimated maintenance for the

coming calendar year. Within thirty (30) days after the annual meeting, said statement shall be delivered to all Co-Owners.

(b) Special Meetings. Special meetings of the Council of Co-Owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Co-Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by the President, or by the Co-Owners having one-third (1/3) of the total votes and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

5. Notices. Any notice permitted or required to be delivered as provided to a Co-Owner herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed (a) to a Co-Owner at the address given by such Co-Owner to the Secretary of the Board for the purpose of service of such notice or (b) to the Townhome of such Co-Owner if no address has been given to the Secretary. Any address for purposes of notices may be changed from time to time by notice in writing to the Secretary.

6. Election and Proceedings of the Board.

(a) Election. At the first annual meeting, the Co-Owners shall elect a Board of Governors for the forthcoming year, consisting of five (5) Co-Owners and thereafter at each annual meeting, the Co-Owners shall elect members to the Board as hereinafter provided; provided, however, that the first Board elected hereunder may be elected at a special meeting duly called, said Board to serve until the first annual

meeting. Each Co-Owner entitled to vote at any election of members of the Board may cumulate his votes and give one candidate a number of votes equal to the number of members of the Board to be elected, multiplied by the number of votes to which such Co-Owner is otherwise entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot.

(b) Term. Members of the Board shall serve for a term of two (2) years commencing on the first day of March following the meeting at which they are elected or until their respective successors are elected, or until their death, resignation or removal; whichever is earlier; provided that if any member ceases to be a Co-Owner, his membership on the Board shall thereupon terminate. Immediately after the election of the full Board of Governors at the first annual meeting, they shall meet and by lot determine the two (2) thereof who shall serve for one (1) year terms and the three (3) thereof who shall serve for two (2) year terms.

(c) Resignation and Removal. Any member of the Board may resign at any time by giving written notice to the Secretary, and any member may be removed from membership on the Board by vote of the Co-Owners; provided that unless the entire Board is removed, an individual member shall not be removed if the number of votes cast against his removal exceeds twelve and one-half percent (12-1/2%) of the total votes cast.

(d) Proceedings. Three (3) members of the Board shall constitute a quorum and, if a quorum is present,

decision of a majority of those present shall be the act of the Board. The Board shall elect a president who shall preside over both its meetings and those of the Council of Co-Owners. In case of a tie vote at a Board meeting, the president of the Board shall cast the deciding vote. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board may also act without a meeting by unanimous written consent of its members.

(e) Declarant Performs Functions. Until the first election of the Board, the rights, duties, and functions of the Board shall be exercised by Declarant.

(f) Notice of Election. After the first election of the Board, Declarant shall execute, acknowledge and record an affidavit stating the names of all the persons elected to membership on the Board. Thereafter, any two persons who are designated of record as being members of the most recent Board (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board. The most recently recorded affidavit shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

7. Authority of the Board. The Board, for the benefit of the Property and the Co-Owners, shall enforce the provisions hereof and shall acquire and shall pay out of the Maintenance Fund hereinafter provided for, the following:

(a) Water, sewer, garbage, electrical, gas and other necessary utility services for the Common

Elements and (to the extent not separately metered or charged) for the Townhomes;

(b) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Townhomes and the Common Elements payable as provided in Paragraph 16 hereof, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Co-Owners, and their mortgagees, as their respective interests may appear;

(c) A policy or policies insuring the Board and the Co-Owners against any liability to the public or to the Co-Owners and their invitees or tenants incident to the ownership and/or use of the Property, and including the personal liability exposure of the Co-Owners. Limits of liability under such insurance shall not be less than Two Hundred Thousand Dollars (\$200,000.00) for any one person injured, One Million Dollars (\$1,000,000.00) for any one accident and Two Hundred Thousand Dollars (\$200,000.00) for property damage (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). Said policy or policies shall contain a cross liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) The services of the Manager to perform its affairs to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Property,

whether such personnel are employed directly by the Board or are furnished by the Manager; provided, however, any contract for such services shall be limited in duration to one (1) year unless a longer period is approved by the Co-Owners holding at least fifty-one percent (51%) of the votes;

(f) Legal and accounting services necessary or proper in the operation of the Common Elements or the enforcement of the terms of this Declaration;

(g) A fidelity bond naming the Manager, and such other persons as may be designated by the Board as principals and the Co-Owners as obligees, for the first year in an amount at least equal to the estimated cash requirement for that year as determined under paragraph 11 hereof, and for each year thereafter in an amount at least equal to the total sum collected through the Maintenance Fund during the preceding year;

(h) Painting, maintenance, repair and all landscaping of the Common Elements and exterior surfaces of Townhomes, and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper; and the Board shall have the exclusive right and duty to acquire the same for the Common Elements; provided, however, that furnaces, water heaters, individual air conditioning units, household appliances and other interior mechanical equipment, and the interior surfaces of each Townhome shall be painted, maintained and repaired by the Co-Owners thereof, all such maintenance to be at the sole cost and expense of the particular Co-Owner;

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of

this Declaration or by law or which in its opinion shall be necessary or proper for the operation of the Common Elements or for the enforcement of this Declaration, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Townhomes, the cost thereof shall be specially assessed to the Co-Owners of such Townhomes.

The Board shall also pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Common Elements, rather than merely against the interests therein of particular Co-Owners. Where one or more Co-Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Co-Owners;

(j) Maintenance and repair of any Townhome, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Co-Owner or Co-Owners of said Townhome have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Townhome of such Co-Owner or Co-Owners for the cost of said maintenance or repair.

The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire

and pay for out of the Maintenance Fund capital additions and improvements (other than for purposes of replacing portions of the Common Elements, subject to all the provisions of this Declaration) having a cost in excess of Two Thousand Five Hundred Dollars (\$2,500.00) except as expressly provided herein.

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or convenience of any Co-Owner or Co-Owners, or any occupant or occupants, of any Townhome other than services customarily rendered in connection with the rental of space for occupancy only.

8. Board Powers Exclusive. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the Property, payment for which is to be made from the Maintenance Fund, except as otherwise specifically provided herein.

9. Owners' Obligations to Repair. Except for those portions of the Townhomes, if any, which the Board is required to maintain and repair hereunder, each Co-Owner shall, at his sole cost and expense, maintain and repair his Townhome, keeping the same in good condition.

10. Maintenance Fund: Assessments.

(a) Within thirty (30) days prior to the beginning of each calendar year the Board shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to the Co-Owners in the proportion to the percentage interest of each Co-Owner in the Common Elements as set forth in the Plan. One twelfth (1/12) of the amount assessed against each Townhome shall be due and payable on the first day of each calendar month during each year. If said sum estimated proves inadequate

for any reason, including non-payment of any Co-Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Co-Owners in like proportions, unless otherwise provided herein. Each Co-Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board in equal monthly installments on or before the first day of each month during the year, or in such other reasonable manner as the Board shall designate;

(b) The rights, duties and functions of the Board set forth in this paragraph shall be exercised by Declarant for the period ending thirty (30) days after the election of the first Board hereunder;

(c) All funds collected hereunder shall be held in a Maintenance Fund and shall be expended only for the purposes designated herein.

Amendments to this paragraph shall be effective only upon written consent of the Co-Owners holding at least seventy-five percent (75%) of the votes. No Co-Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Townhome.

11. Default in Payment of Assessments.

(a) Each monthly assessment and each special assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the Townhome (and the share of the Common Elements appurtenant thereto) against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Co-Owner of such Townhome at the time when the

assessment fall due. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest permitted by law and such assessment and interest shall become a continuing lien on the Townhome which shall bind such Townhome in the hands of the then Co-Owner, his heirs, devisees, personal representative and assigns. The Board may bring an action at law against the Co-Owner personally obligated to pay the same, or foreclose the lien against the Townhome, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Co-Owner, by his acceptance of a deed to a Townhome, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Co-Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such Co-Owner hereby expressly grants to the Board a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Board and shall be for the common benefit of all Co-Owners. The Board acting on behalf of the Co-Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(b) Upon the sale or conveyance of a Townhome, all unpaid assessments against a Co-Owner shall first be paid out of the sale price as provided in Section 18



of the Act; provided, however, that if such unpaid assessments are not paid or collected at the time of a sale or conveyance of a Townhome, the grantee of the same shall be jointly and severally liable with the selling Co-Owner for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Co-Owner the amounts paid by the grantee therefor. Any grantee of a Townhome shall be entitled upon written request therefor, to a statement from the Board setting forth the amount of the unpaid assessments against the selling Co-Owner due the Board and such grantee shall not be liable for, nor shall the Townhome conveyed be subject to a lien for any unpaid assessments made by the Board against the selling Co-Owner in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any assessments becoming due after the date of any such statement.

(c) Where a Mortgagee of a Mortgage constituting a first and prior lien or other purchaser of a Townhome obtains title to the same as a result of foreclosure of any such first-lien Mortgage, such acquirer of title, his successors and assigns shall not be liable for the share of the common expenses or assessments by the Board chargeable to such Townhome which became due prior to the acquisition of title to such Townhome by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the Townhomes including such acquirer, his successors and assigns.

12. Mortgage Protection. Anything herein to the contrary notwithstanding;

(a) The liens created hereunder upon any Townhome shall be subject and subordinate to, and shall not affect the rights of any Mortgagee of a Mortgage constituting a first and prior lien upon such Townhome made in good faith and for value, provided that after the foreclosure of any such Mortgage there may be a lien created pursuant to paragraph 11 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as a Co-Owner after the date of such foreclosure sale, which said lien shall have the same effect and be enforced in the same manner as provided herein;

(b) No amendment to this paragraph shall affect the rights of the holder of any such Mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;

(c) By subordination agreement executed by a majority of the Board, the benefits of (a) and (b) above may be extended to Mortgages not otherwise entitled thereto; and

(d) No breach of any of the covenants, conditions, restrictions, limitations, or uses herein contained shall defeat or render invalid the lien of any Mortgage made in good faith and for value, but all of said matters shall be binding upon any Co-Owner whose title is derived through foreclosure or trustee's sale.

13. Delegation to Manager. The Board may delegate any of its duties, powers or functions, including, but not limited to, the authority to give the certificate provided for in paragraph 11 hereof, and the authority to give the subordination agreements provided for in paragraph 12 hereof, to the Manager, provided that any such delegation shall be revocable upon notice by the Board. The members of the Board shall not be liable for

any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board. In the absence of any appointment, the President of the Board shall act as Manager.

14. Use of Townhomes and the Common Elements. The Townhomes and the Common Elements shall be occupied and used as follows:

(a) Each Townhome shall be used as a residence for a single family and for no other purpose;

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

(c) Nothing shall be done or kept in any Townhome or in the Common Elements which will increase the rate of insurance without the prior written consent of the Board. No Co-Owner shall permit anything to be done or kept in his Townhome or in or on the Common Elements which will result in the cancellation of insurance on any Townhome, or any part of the Common Elements, or which will be in violation of any law. No waste will be committed in or on the Common Elements;

(d) No sign of any kind shall be displayed to the public view on or from any Townhome or the Common Elements without the prior consent of the Board;

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Townhome or on or in the Common Elements except that dogs, cats or other household pets may be kept in Townhome, subject to rules and regulations adopted by the Board;

(f) No noxious or offensive activity shall be carried on in any Townhome or on or in the Common Elements nor shall

anything be done therein which may be or become an annoyance or nuisance to the other Co-Owners;

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

(h) No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Property;

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

(j) Outdoor drying of clothes shall not be permitted;

(k) No vehicle shall be parked in driveways. For a period not to exceed forty-eight (48) hours, family, guests and invites of Co-Owners may park their vehicles in the guest parking areas within the Property provided for such purpose. Guest parking areas are not intended for use by the Co-Owners for parking or storing boats, trailers, camping units, or any personal vehicles and the Board may insure the proper use of said areas in such legal manner it deems necessary;

(l) Except in the Individual Patio Space appurtenant to a Townhome, as designated on the Plan, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board. Maintenance, upkeep and repairs of any Patio Space shall be the sole responsibility of the Co-Owner having an easement thereon and not in any manner the responsibility of the Board or the Council of Co-Owners;

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

(n) None of the rights and obligations of the Co-Owners created herein, or by any deed delivered to any Co-Owner, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Co-Owner or Co-Owners if said encroachment occurred due to the willful conduct of said Co-Owner or Co-Owners;

(o) Each area on the Plan designated with the letters "PG" is a carport, which may be assigned or re-assigned to a Townhome by the Board;

(p) Each area on the Plan designated with the letter "P" is subject to an easement for patio purposes appurtenant to the contiguous Townhome, the exclusive use of which area is reserved to the Co-Owner of such contiguous Townhome;

(q) Each area on the Plan designated with the letter "B" is subject to an easement for balcony purposes appurtenant to the contiguous Townhome, the exclusive use of which area is reserved to the Co-Owner of such contiguous Townhome;

(r) Each Co-Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own

Townhome; and the right to paint or decorate the interior surface of the fence around his Patio Space, and landscaps and maintain the ground area of the Patio Space appurtenant to his own Townhome;

(s) Each Co-Owner, tenant or occupant of a Townhome shall comply with the provisions of this Declaration, the By-Laws, decisions, rules, regulations, and resolutions of the Board or its duly authorized representative, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, rules, regulations or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief. Without limiting any other rule-making authority it may have under this Declaration, the Board is specifically authorized, in its discretion, (i) to promulgate and enact rules and regulations prohibiting any person below a certain age from being a resident in or occupant of a Townhome, and (ii) to assign and to reassign carports and outside storage areas to particular Townhomes, provided that each Townhome shall always be entitled to the use of at least one carport.

15. Entry for Repairs. The Board or its agent may enter any Townhome when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Co-Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Maintenance Fund.

16. Damage and Destruction.

(a) If any of the Buildings are damaged by fire or other casualty and said damage is limited to a single

Townhome, all insurance proceeds shall be paid to the Co-Owner or Co-Owners, or Mortgagee or Mortgagees, of such Townhome, as their respective interests may appear, and such Co-Owner or Co-Owners, or Mortgagee or Mortgagees, shall use the same to rebuild or repair such Townhome in accordance with the original plans and specifications therefor. If such damage extends to two or more Townhomes, or extends to any part of the Common Elements, such insurance proceeds shall be paid to Texas Commerce Bank National Association, as Trustee, or to such other bank or trust company as may be designated by amendment hereof, to be held in trust for the benefit of the Co-Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Townhomes, Buildings, and the Common Elements in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a special assessment on all Co-Owners, in proportion to the percentage interest of each Co-Owner in the Common Elements as set forth in the Plan, to make up any deficiency. If any Co-Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the Maintenance Fund; provided, however, that such Co-Owner shall remain liable for such special assessment.

(b) If more than two-thirds (2/3) of the Project is destroyed or damaged by fire or other casualty, as determined by the Council of Co-Owners, the insurance

proceeds shall be delivered to the Co-Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Co-Owner in the Common Elements as set forth in the Plan; and the Board, as soon as reasonably possible and as agent for the Co-Owners, shall sell the entire Project, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale, and all funds held by said insurance trustee, shall thereupon be distributed to the Co-Owners or their Mortgagees, as their interest may appear, in proportion to the percentage interest of each Co-Owner in the Common Elements as set forth in the Plan.

(c) Within sixty (60) days after any such damage occurs, the Manager, or the Board shall, or if they do not, any Co-Owner, the insurer, the insurance trustee or any Mortgagee may, record a sworn declaration stating that such damage has occurred, describing it, identifying the Building suffering such damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph of this Declaration, and that a copy of such sworn declaration has been served pursuant to the provisions of paragraph 5 hereof on the Co-Owners.

(d) If the Co-Owners should not rebuild pursuant to subparagraph (b) of this paragraph 16, and the Board fails to consummate a sale pursuant to said subparagraph (b) within twenty-four (24) months after the destruction or damage occurs, then the Manager, or the Board shall, or if they do not, any Co-Owner or Mortgagee may, record

a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in paragraph 2 hereof has terminated and that judicial partition of the Project may be obtained pursuant to the laws of the State of Texas. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate. The provisions of this paragraph can be amended only by the unanimous written consent of the Co-Owners.

17. Alterations, Additions and Improvements. There shall be no structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure by the Board in excess of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) without the prior approval of Co-Owners holding a majority of the total votes. Declarant reserves the exclusive right to design and construct subsequent phases, if any, and all the amenities in the Common Elements. The Board will not exercise its powers in a manner which will impede Declarant's sales program. Nothing in this Declaration is intended to give the Board or the Co-Owners the right of architectural control over the areas, if any, of subsequent annexation to the Project.

18. Audit. The Board or the Manager shall keep or cause to be kept a set of books with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or in behalf of the Project. Both the books and vouchers accrediting the entries made thereon shall be available for examination by all the Co-Owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be

kept in accordance with good accounting procedures and be audited at least once a year by an auditor outside of the Council of Co-Owners organization.

19. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium regime under the Act.

20. Amendment. Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by record Co-Owners holding seventy-five percent (75%) of the total vote hereunder, which amendment shall be effective upon recordation in the office of the County Clerk of Harris County, Texas.

21. Duties of Declarant.

(a) Declarant agrees to pay when due all assessments levied on unsold Townhomes pursuant to this Declaration and, until the election of the first Board, to exercise all of the powers, rights, duties and functions of the Board for the benefit of the Co-Owners and after said election, to be bound by the rules and regulations promulgated by the Board.

(b) If within the three (3) year period next following the date hereof the utility company furnishing electricity to the Project formally demands that as a condition of further service a separate meter be installed for each Townhome to measure the quantity of electricity consumed in such Townhome or if any governmental authority having jurisdiction formally orders that such separate meters be installed, then Board forthwith shall give Declarant written notice thereof and shall do all acts and give all consents required to authorize Declarant, at its cost, to contest or appeal

such demand or order. If after compliance by Board with the foregoing provisions hereof such demand or order becomes final and not subject to further contest or appeal and if within one (1) year after such demand or order becomes final Board causes the installation on the Project of the wiring, meters, and other equipment, if any, reasonably required to comply with such demand or order, then Declarant, upon receipt of demand from Board, shall reimburse Board for the portion, if any, of the direct, reasonably, out-of-pocket cost to Board of such installation (including materials and labor) that is borne by Board and not reimbursed by such utility company or other party.

22. Enforcement. The Board or any Co-Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board or by any Co-Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Board or by any Co-Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

23. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

IN WITNESS WHEREOF, Declarant has executed this instrument this 30th day of November, 1973.

L. B. NELSON CORPORATION OF TEXAS,  
a Texas corporation

By John P. Parrish  
President

ATTEST:

By \_\_\_\_\_  
Secretary

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Gavin P. Parrish, President of L. B. NELSON CORPORATION OF TEXAS, a Texas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of November, 1973.

Virginia Couper  
Notary Public in and for  
Harris County, Texas



CONSENT OF MORTGAGEE

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

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

Signed and attested by the undersigned officers of said Bankamerica Realty Investors, hereunto authorized, this the 30th day of November, 1973.

BANKAMERICA REALTY INVESTORS

By: Arthur G. von Rader  
President

ATTEST:

By: John P. Parrish

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

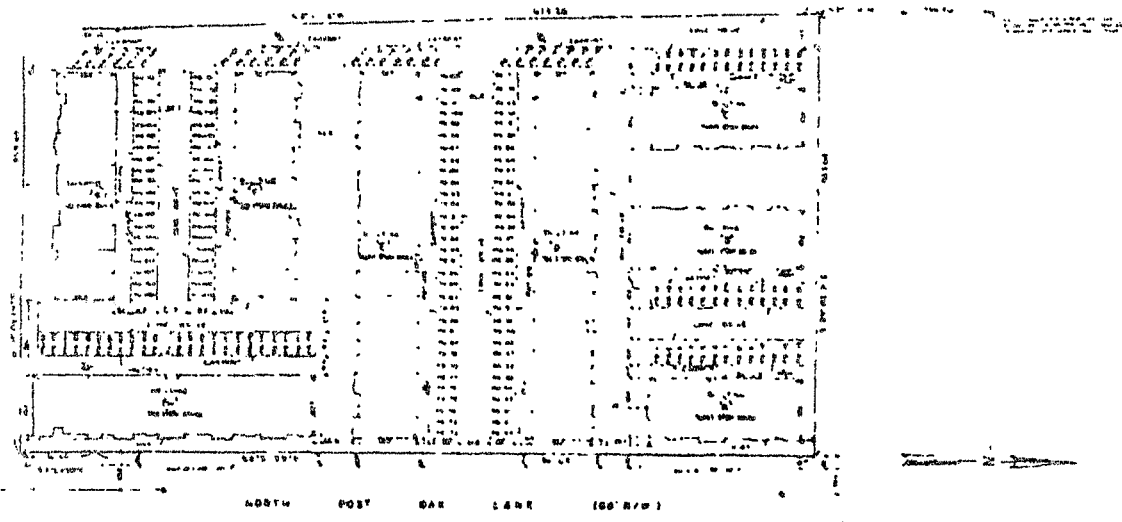
BEFORE ME, the undersigned authority on this day personally appeared Arthur G. von Rader as President of BANKAMERICA REALTY INVESTORS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BANKAMERICA REALTY INVESTORS, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity as therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of November, 1973.

Virginia Couper  
Notary Public in and for  
Harris County, Texas



Virginia Couper



POST OAK LANE TOWNHOMES  
PHASE II

A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 16 PAGE 23

KEY MAP  
EXHIBIT "A"  
PHASE II  
POST OAK LANE TOWNHOMES  
STONEMAN PROJECT  
HARRIS COUNTY, TEXAS  
RECORDED IN CONDOMINIUM RECORDS  
VOLUME 16, PAGE 23  
DATE OF RECORDING: 11/11/03  
BY: [Signature]

TO THE PUBLIC:  
THIS KEY MAP IS A SUMMARY OF THE INFORMATION CONTAINED IN THE CONDOMINIUM DEEDS AND PLANS FOR THE POST OAK LANE TOWNHOMES, PHASE II, STONEMAN PROJECT, HARRIS COUNTY, TEXAS. IT IS NOT A SUBSTITUTE FOR THE ORIGINAL RECORDS AND SHOULD NOT BE USED FOR ANY PURPOSES OTHER THAN IDENTIFICATION.

EXH A

MATCH LINE  
MATCH LINE

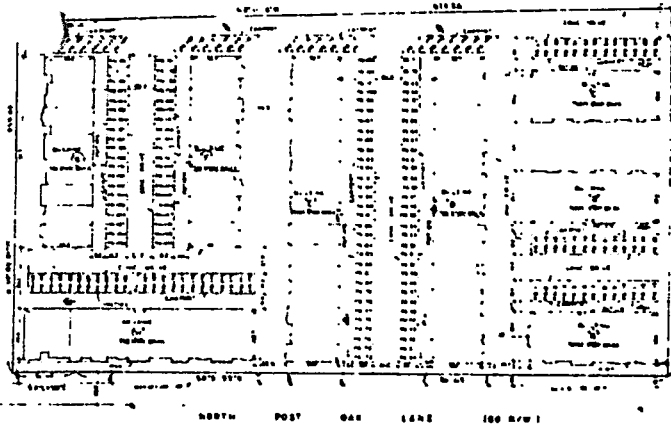






POST OAK LANE TOWNHOMES  
 PHASE II  
 A CONDOMINIUM PROJECT IN IRVINGTON, TEXAS

<u>UNIT No.</u>	<u>BUILDING</u>	<u>LOT No.</u>	<u>SQ. FT.</u>	<u>% OWNERSHIP</u>
363	G	1	2,128	1.33
365	G	2	2,106	1.36
367	G	3	2,145	1.34
369	G	4	2,220	1.38
371	G	5	2,106	1.36
373	G	6	1,864	1.16
375	G	7	1,999	1.25
377	G	8	1,991	1.24
TOTAL			16,719	10.42
379	H	1	2,147	1.34
381	H	2	1,953	1.21
383	H	3	1,999	1.25
385	H	4	1,495	0.93
387	H	5	1,776	1.10
389	H	6	1,834	1.11
391	H	7	1,953	1.21
393	H	8	1,495	0.93
395	H	9	1,966	1.22
397	H	10	1,864	1.16
399	H	11	1,947	1.20
TOTAL			20,429	12.68
401	F	1	2,128	1.33
403	F	2	2,106	1.36
405	F	3	2,145	1.34
407	F	4	2,220	1.38
409	F	5	2,106	1.36
411	F	6	1,864	1.16
413	F	7	1,999	1.25
415	F	8	1,991	1.24
TOTAL			16,719	10.42
417	E	1	852	0.52
419	E	16	1,641	1.02
421	E	2	838	0.51
423	E	17	1,680	1.05
425	E	3	864	0.53
427	E	18	1,721	1.04
429	E	4	836	0.51
431	E	19	1,680	1.05
433	E	5	846	0.52
435	E	20	1,700	1.06
437	E	6	849	0.52
439	E	21	1,699	1.06
441	E	7	852	0.52
443	E	22	1,681	1.05
445	E	8	822	0.51
447	E	23	1,653	1.03
449	E	9	849	0.52
451	E	24	1,693	1.06
453	E	10	838	0.51
455	E	25	1,680	1.05
457	E	11	846	0.52
459	E	26	1,700	1.06
461	E	12	849	0.52
463	E	27	1,699	1.06
465	E	13	1,495	0.93
467	E	14	1,804	1.12
469	E	15	1,495	0.93
TOTAL			35,158	21.81



POST OAK LANE (SEE PLAN)

POST OAK LANE TOWNHOMES  
PHASE II

A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 16 PAGE 23

KEY MAP  
EXHIBIT "A"  
PHASE II  
POST OAK LANE TOWNHOMES

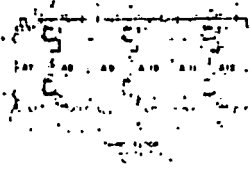
THIS MAP IS A COPY OF THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE. IT IS NOT A REPRODUCTION OF THE ORIGINAL RECORDS. THE ORIGINAL RECORDS ARE KEPT AT THE CLERK'S OFFICE.



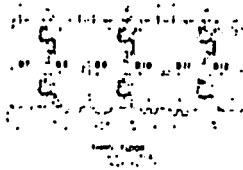
EXH A

MATCH LINE  
MATCH LINE

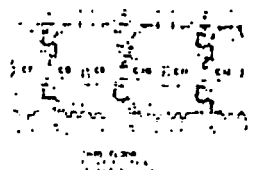
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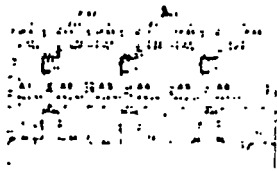
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BUILDING 'A'



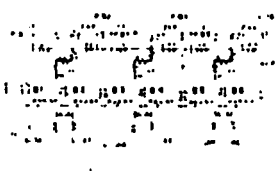
FIRST FLOOR  
BUILDING 'B'



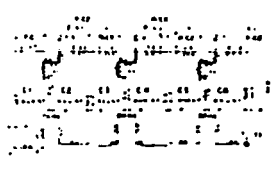
FIRST FLOOR  
BUILDING 'C'



FIRST FLOOR  
BUILDING 'A'



FIRST FLOOR  
BUILDING 'B'



FIRST FLOOR  
BUILDING 'C'

SCALE

KEY MAP

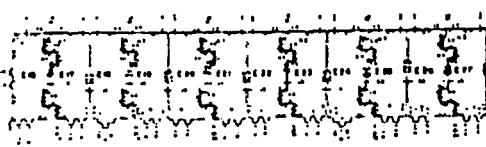
EXHIBIT 'B-1'  
S.A. RAHWAL'S FLOOR PLANS

PHASE II  
POST OAK LANE TOWNHOMES

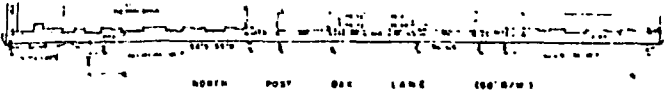
A SECTION OF TRACT  
MILLTON TEXAS  
COUNTY, TARRANT COUNTY  
STATE OF TEXAS

SHEET 2 OF 2

Exh B-1



505 02 0214



NORTH POST OAK LANE (60' R/W)

POST OAK LANE TOWNHOMES  
PHASE II

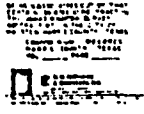
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

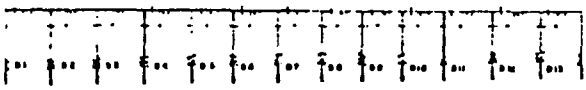
VOL. 16 PAGE 23

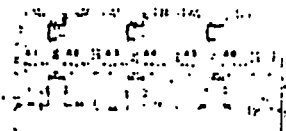
KEY MAP  
EXHIBIT "A"  
A PART OF  
PHASE II  
POST OAK LANE TOWNHOMES



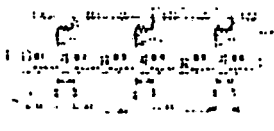
PLAT OF PHASE II  
POST OAK LANE TOWNHOMES  
CONDOMINIUM PROJECT  
HARRIS COUNTY, TEXAS  
APPROVED FOR RECORDATION  
BY THE CLERK OF COURTS  
HARRIS COUNTY, TEXAS  
ON 08/15/2008 AT 10:00 AM  
BY: [Signature]

MATCH LINE  
MATCH LINE

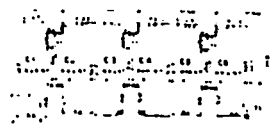




FIRST FLOOR  
BUILDING 'A'



FIRST FLOOR  
BUILDING 'B'



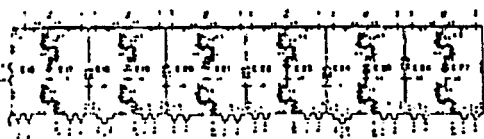
FIRST FLOOR  
BUILDING 'C'



**KEY MAP**  
 EXHIBIT "B-1"  
 DIAGRAMMATIC FLOOR PLANS  
 OF  
 PHASE II  
**POST OAK LANE TOWNHOMES**  
 A CONDORUM PROJECT  
 HOUSTON, TEXAS  
 L.S. & P.L. ARCHT.  
 1968

CONTINUED ON...

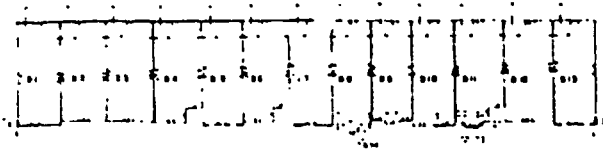
10/17/68



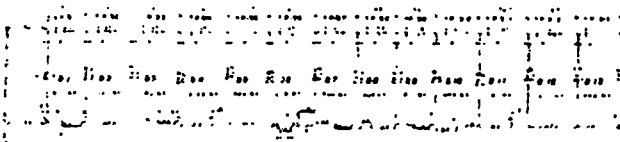
FIRST FLOOR  
TOWNHOME UNITS

S05 02 0211

MATCH LINE  
MATCH LINE



FLOOR PLAN  
BUILDING 'D'

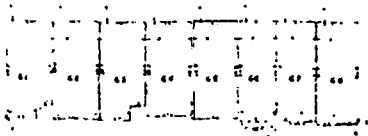


FLOOR PLAN  
BUILDING 'D'

KEY MAP  
EXHIBIT "B-2"  
PLANNING, P.L.C.  
PAGE 2  
POST OAK LANE TOWNHOMES  
PLANNING, P.L.C.  
1987

DATE: 11/11/87

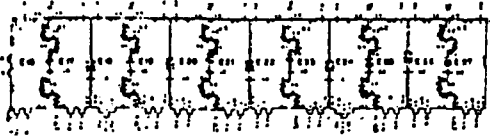
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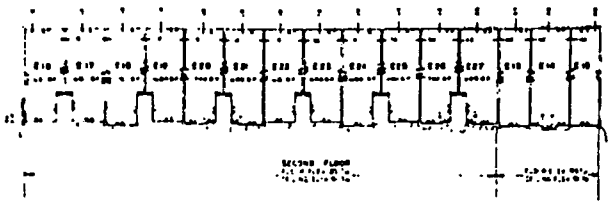


905 02 02

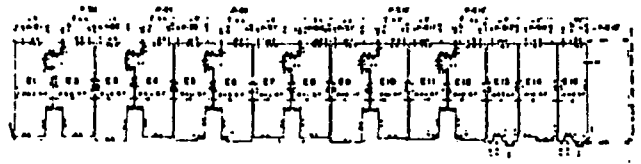
905 02 02



FIRST FLOOR  
BUILDING 'E'

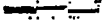


SECOND FLOOR  
BUILDING 'E'



FIRST FLOOR  
BUILDING 'E'

BUILDING 'E'



KEY MAP

EXHIBIT "B-3"  
MECHANICAL FLOOR PLANS

OF

PHASE II  
POST OAK LANE TOWNHOMES

A CONDOMINIUM PROJECT  
HARRIS COUNTY, TEXAS

POST OAK LANE TOWNHOMES -  
PHASE II

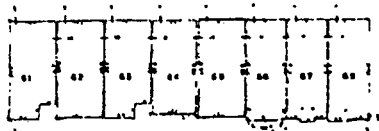
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

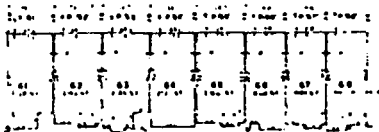
HARRIS COUNTY, TEXAS

VCL. 16 PAGE 24

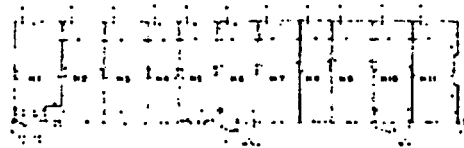
1991 A.M.A.



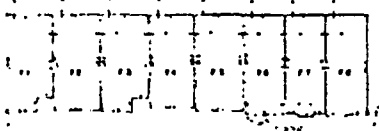
SECOND FLOOR  
BUILDING 'A'



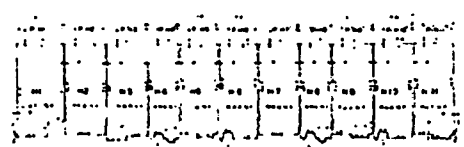
FIRST FLOOR  
BUILDING 'B'



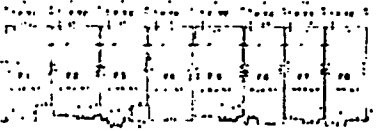
SECOND FLOOR  
BUILDING 'C'



SECOND FLOOR  
BUILDING 'D'



FIRST FLOOR  
BUILDING 'E'



FIRST FLOOR  
BUILDING 'F'

KEY MAP  
EXHIBIT "B-6"  
SYMBOLIC FLOOR PLANS  
OF  
PHASE II  
POST OAK LANE TOWNHOMES  
A GENERAL DEVELOPMENT  
IN HARRIS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number 66-106 on the date and at the time stamped  
hereon by me, and was duly RECORDED, in the Official  
Public Records of Real Property of Harris County, Texas on

DEC 6 1973



*Peterman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

E939025

*Amended*

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

152-04-0797

*w*

HW-1-76 649276 E 939025 -- A 10

350

WHEREAS, Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation, is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, and

WHEREAS, pursuant to the Condominium Act of the State of Texas, more particularly, Article 1301a of the Texas Revised Civil Statutes, Post Oak Lane Townhomes, Phase II, has been submitted to a Condominium regime and has duly executed and filed Covenants, Conditions and Restrictions, and

WHEREAS, Post Oak Lane Townhomes, Phase II, desires to amend its Declaration of Covenants, Conditions and Restrictions in order to provide more effective leadership and management of the townhome owners association,

*320*

NOW THEREFORE, Post Oak Lane Townhomes, Phase II, does hereby take the following action in accordance with procedures set out in the above referenced Declaration:

1. Paragraph 8 is amended to add subparagraph (a) as follows:

Indemnification of Directors and Officers

"Any person who at any time shall serve, or shall have served, as director, officer or employee of the Association, or of any other enterprise or activity as an agent of the Association, and the heirs, executors, administrators and assigns of such persons shall be indemnified and held harmless by the Association against all costs and expenses (including, but not limited to counsel fees, amounts of judgments paid and amounts of settlements) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which he or they may be involved by virtue of such person's being or having been such director, officer or employee; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties as such director,

officer or employee or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board of Governors, there is not reasonable ground for such person being adjudged liable for such misconduct in the performance of his duties as such director, officer or employee or (c) any amount paid or payable to the Association or such other enterprise. The foregoing indemnification shall not be deemed exclusive of any other rights which those indemnified may be entitled under any by-law, agreement, vote of Co-Owners or otherwise."

2. Paragraph 10 is amended to add subparagraph (d) as follows:

Surplus Maintenance Fund Assessments

"A vote of the Board of Directors representing the stockholder-owners of Post Oak Lane Townhomes, Phase II, shall be held each year prior to December 31, to determine what shall be done with excess assessments not actually used for the purposes as set out in the Covenants, Conditions and Restrictions. The Board shall in this vote decide either to return the excess assessments to the homeowners or to have the excess applied against the following year's assessments."

3. Paragraph 11 is amended by adding the following to subparagraph (a).

Delinquency in the Payment of Assessments

"In addition to the foregoing, and not in limitation, the Board is also authorized to terminate any services provided by the Association to a Co-Owner in the event that such Co-Owner fails to pay his or her assessments when due. The power granted to the Board hereunder shall include but is not limited to the right in the Board to terminate all electrical, water, gas or sewage services provided by the Association to any Co-Owner. In the event that any controls, switches or valves relating to any such electrical, water, gas or sewage services are located within a Co-Owner's Townhome, the Board, or its duly authorized agents, is expressly given permission to enter such Townhome for the purpose of terminating any such services. Provided, however, notwithstanding anything herein contained to the contrary, before the Board may terminate any such electrical, water, gas or sewage services, it shall first give written notice by certified mail, return receipt requested, to the Co-Owner who is in default in the payment of his or her assessment notifying such Co-Owner that all electrical, water, gas and sewage services shall be terminated if all delinquent assessments are not paid in full within five (5) days of receipt of such notice."

These amendments shall be effective upon written consent of the Co-Owners holding at least seventy-five percent (75%) of the votes. Evidence of said consent shall be attached to these amendments and shall be made a part hereof by reference.

152-04-0799

The following, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix their hands and seals as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgement of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to Declaration of Covenants, Conditions and Restrictions.

152-04-0799

Robert Griffin  
Robert Griffin

E. M. White, Jr.  
E. M. White, Jr.

Burton H. Fisher  
Burton H. Fisher

John Rock  
John Rock

Henry Haas  
Henry Haas

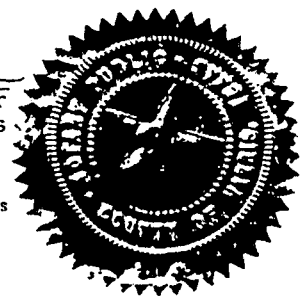
THE STATE OF TEXAS I  
COUNTY OF HARRIS I

On this the 25<sup>th</sup> day of October, 1976, personally appeared Robert Griffin, E. M. White, Jr., Burton H. Fisher, John Rock and Henry Haas, known to me to be the persons whose names are ascribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes of consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL of office this 25<sup>th</sup> day of October, 1976.

Karen B. Cohn  
Notary Public in and for  
Harris County, Texas

KAREN B. COHN  
Notary Public in and for Harris County, Texas  
My Commission Expires September 3, 1977  
Bonded by Alexander Lovell, Lawyers Surety, Co.



FILED

JAN 14 11 58 AM 1980

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

*Quint Redden*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

WHEREAS, Post Oak Lane Townhome Owners Association, Phase. II, a Texas non-profit corporation, is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, and

WHEREAS, pursuant to the Condominium Act of the State of Texas, more particularly, Article 1301a of the Texas Revised Civil Statutes, Post Oak Lane Townhomes, Phase II, has been submitted to a Condominium regime and has duly executed and filed Covenants, Conditions and Restrictions, and

WHEREAS, Post Oak Lane Townhomes, Phase II, desires to amend its Declaration of Covenants, Conditions and Restrictions in order to provide greater flexibility and more equity in the management of the Townhome Owners Association,

NOW THEREFORE, Post Oak Lane Townhomes, Phase II, does hereby take the following action in accordance with procedures set out in the above referenced Declaration:

The following numbered amendments shall be added to the Declaration of Covenants, Conditions and Restrictions and shall in no way directly replace any preexisting Covenant, Condition or Restriction contained in the Declaration prior to the effective date of this amendment, however, shall become additional Covenants, Conditions and Restrictions and shall be added to the Declaration.

A. Homeowner To Pay Court Costs

In the event any suit shall be brought against any homeowner or any designee or legatee of any homeowner which suit shall be brought in the name of Post Oak Lane Townhomes Owners Association, Phase. II and for the purpose of enforcement of any of the Covenants, Conditions and Restrictions for rules and regulations properly passed pursuant to the said Covenants, Conditions and Restrictions; and should lawsuit result in a finding by the Court in favor of the Townhome Owners Association and against the individual homeowner; then in that

of the Co-  
the votes  
shall be at  
hereof by

POST OAK LANE  
TOWNHOMES PHASE 2  
AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 106 PAGE 98

event the said Homeowner shall have complete and total liability for any and all Court costs and Lawyers fees incurred by the Townhome Owners Association in the prosecution of said suit which costs and/or fees shall be additional to and without regard for any other damages which may be awarded by the Court in conjunction with said litigation. Said costs and fees shall be due and payable by the Homeowner at the time of rendition of judgment by the Court and shall have all of the legal status given by the Declaration of Covenants, Conditions and Restrictions to maintenance assessments. Failure to pay any such costs and fees shall be grounds for the use of any enforcement measure provided in the Declaration of Covenants, Conditions and Restrictions for the enforcement of and collection of maintenance assessments.

This amendment shall be effective upon written consent of the Co-Owners holding at least seventy-five percent (75%) of the votes in the Homeowners Association. Evidence of said consent shall be attached to these amendments and shall be made a part hereof by reference.

PLATE  
CASE 2  
DECLARATION  
CONDITIONS  
RESTRICTIONS  
PROJECT

RECORDS

TEXAS

EX 98

The following, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix their hands and seals as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II, in acknowledge of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II, with regard to the foregoing Amendments to Declaration of Covenants, Conditions and Restrictions.

E. M. White, Jr.  
E. M. White, Jr.

John J. Feldt  
John J. Feldt

H. J. Haas  
H. J. Haas

Mrs. Joseph C. Reis, Jr.  
Mrs. Joseph C. Reis, Jr.

C. H. Underwood, Jr.  
C. H. Underwood, Jr.

THE STATE OF TEXAS        I  
COUNTY OF HARRIS        I

On this, the 17th day of December, 1979, personally appeared E. M. White, Jr., John J. Feldt, H. J. Haas, Mrs. Joseph C. Reis, Jr., and C. H. Underwood, Jr., known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes of consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of December, 1979.



Catherine Markham  
Notary Public, in and for  
Harris County, Texas

CATHERINE MARKHAM  
Notary Public in and for Harris County, Texas  
My Commission Expires 11-15-81



STATE OF TEXAS  
COUNTY OF HARRIS

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

JAN 15 1980



*Quinta L. Leland*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

K612848

07/02/84 00278948 K612848 \$ 10.00  
FILED

JUL 2 9 43 AM '86

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II  
*Quita Reddeman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

WHEREAS, Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation, is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, and

WHEREAS, pursuant to the Condominium Act of the State of Texas, more particularly, Article 1301a of the Texas Revised Civil Statutes, Post Oak Lane Townhomes, Phase II, has submitted to a Condominium regime and has duly executed and filed Covenants, Conditions and Restrictions, and

WHEREAS, Post Oak Lane Townhomes, Phase II, desires to amend its Declaration of Covenants, Conditions and Restrictions in order to provide more effective leadership and management of the townhome owners association,

NOW THEREFORE, Post Oak Lane Townhomes, Phase II, does hereby take the following action in accordance with procedures set out in the above referenced Declaration:

- 1. Paragraph 11 as amended October 25, 1976, is further amended by adding the following to Subparagraph (a)

Penalty for Late Payment of Assessment

"In addition to the foregoing, and not in limitation, in the event that a Co-owner fails to pay his or her assessment by the 20th day of the month for which such assessment is due, a late penalty shall be due in the amount of ten percent (10%) of such assessment or twenty five dollars (\$25), whichever amount is greater. Such late penalty shall be a continuing lien upon the Townhome (and the share of Common Elements appurtenant thereto) against which each such late penalty is assessed, the same as the lien for assessments as provided above."

These amendments shall be effective upon written consent of the Co-Owners holding at least seventy-five percent (75%) of

POST OAK LANE TOWNHO  
AMENDMENTS TO DECLAI  
PHASE 2  
A CONDOMINIUM PROJEC  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 154 PAGE 1

the votes. Evidence of said consent shall be attached to these amendments and shall be made a part hereof by reference.

The following, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix their hands and seals as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgement of the affirmative vote of seventy-five (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to Declaration of Covenants, Conditions and Restrictions.

*Executed to be Effective as of June 17, 1986.*

*E. A. Stumpf*  
E. A. Stumpf

*James T. O'Connor*  
James T. O'Connor

*Mark Bettencourt*  
Mark Bettencourt

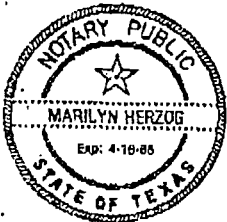
*F. H. Roberts*  
F. H. Roberts

*Daphne Haas*  
Daphne Haas

THE STATE OF TEXAS  
COUNTY OF HARRIS

On this 17<sup>th</sup> day of June, 1986, personally appeared E. A. Stumpf, James T. O'Connor, Mark Bettencourt, F. H. Roberts, and Daphne Haas, known to me to be the persons whose names are ascribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes of consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL of office this 17<sup>th</sup> day of June, 1986



*Marilyn Herzog*  
Notary Public in and for  
Harris County, T e x a s

RETURN TO:  
STEVE BIGGEE  
ANDREA & KURT  
4200 TEXAS COMMERCE TOWER  
HOUSTON, TEXAS 77002

TOWNHOMES  
DECLARATION

PROJECT

RECORDS

TEXAS

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RECORDS MEMORANDUM  
ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED.

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

NOT RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, ON JULY 8, 1986, AT THE COUNTY CLERK'S OFFICE.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number 899999999  
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

JUL 8 1986



*Quita Roddebaum*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

HO83237

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II  
02/12/89 00360169 HOUSTON \$ 130.00

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. E-033032; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-Owners holding 75% of the total vote) have their written consent to amend the Declaration as hereinabove provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1989, in accordance with the procedures set out in the Declaration at which meeting the said amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1

POST OAK LANE TOWNHOME  
PHASE 2 AMENDMENTS  
A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 157 PAGE 20

EXHIBIT "A"

Title Data TX TDI14796 HA 015/1/20 001

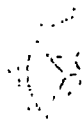
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1. Paragraph 22 is amended to read as follows:

22. Enforcement. The Board or any Co-Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, rules and regulations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board or by any Co-Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Board or by any Co-Owner to enforce any one or more covenants or restrictions, rules and regulations herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

IN WITNESS WHEREOF, we, being all of the members of the Board or Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgment of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

FILED  
APR 16 PM 2:30  
COUNTY CLERK  
HARRIS COUNTY TEXAS

H. C. Pitcher  
H. C. PITCHER  
E. M. White, Jr.  
E. M. WHITE, JR.  
Joan McMillen  
JOAN McMILLEN  
Naomi Joyner  
NAOMI JOYNER  
Henry Haas  
HENRY HAAS

THE STATE OF TEXAS            §  
COUNTY OF HARRIS           §

On this the 7<sup>th</sup> day of March, 1988, personally appeared H. C. Pitcher, E. M. White, Jr., Joan McMillen, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes and considerations contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7<sup>th</sup> day of March, 1988.

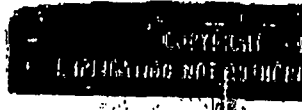
Sarah J. McDowell  
NOTARY PUBLIC, State of Texas  
My Commission Expires: 8/27/90  
SARAH J. McDOWELL

POST OAK LANE TOWN  
PHASE 2 AMENDMENTS  
A CONDOMINIUM PROJ  
CONDOMINIUM RECORD  
HARRIS COUNTY, TEX.  
VOL. 157 PAGE 26

EXHIBIT "A"

Post Oak Lane Townhomes, Phase II, a condominium regime in Harris County, Texas, according to the plat thereof recorded in Volume 15, Page 15, of the Condominium Records of Harris County, Texas, amended by Dist recorded in Volume 154, Page 1, Condominium Records of Harris County, Texas.

RETURN TO:  
CARL LEE FISHER & COSELLI  
P. O. BOX 2712  
HOUSTON, TEXAS 77252



Title Data TX ID114796 HA C157/20.001

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. E-433932; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-Owners holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1980, in accordance with the procedures set out in the Declaration at which meeting the said amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1

POST OAK LANE  
PHASE 2 AMEN  
A CONDOMINIUM  
CONDOMINIUM  
HARRIS COUNTY  
VOL. 157 P.

THE STATE OF TEXAS §

Title Data TX 4796 HA C157/20.002



1. The descriptive title CO Paragraph 21 is deleted in its entirety and the following title is substituted in its place:

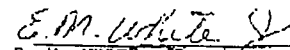
21. Electrical Service.

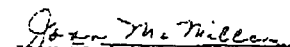
2. Paragraph 21, subparagraph (a) has been deleted in its entirety and subparagraph (b) has been redesignated as subparagraph (a) and amended to read as follows:

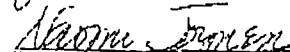
(a) If the utility company furnishing electricity to the Project formally demands that as a condition of further service a separate meter be installed for each Townhome to measure the quantity of electricity consumed in such Townhome or if any governmental authority having jurisdiction formally orders that such separate meters be installed, the Board forthwith shall give Co-Owners written notice thereof and shall do all acts and give all consents required to authorize the Board to contest or appeal such demand or order. If after compliance by Board with the foregoing provisions hereof such demand or order becomes final and not subject to further contest or appeal and if within one (1) year after such demand or order becomes final Board causes the installation on the Project of the wiring, meters, and other equipment, if any, reasonably required to comply with such demand or order, then each Co-Owner, upon receipt of demand from Board, shall reimburse Board for the portion, if any, of the direct, reasonable, out-of-pocket cost to Board of such installation (including materials and labor) that is borne by Board and not reimbursed by such utility company or other party.

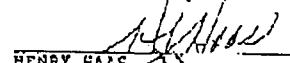
IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgement of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

  
H. C. FITCHER

  
E. M. WHITE, JR.

  
JOAN McMULLEN

  
NACHI JOYNER

  
HENRY HASE

THE STATE OF TEXAS           §

COUNTY OF HARRIS           §

On this the 9<sup>th</sup> day of March, 1989, personally appeared H. C. Pitcher, E. M. White, Jr., Joan McMillen, Naomi Joyner and Henry Neas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes and consideration contained therein and as representatives of the shareholders of Foot Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL of office this 9<sup>th</sup> day of March, 1989.

Sarah J. McDowell  
Notary Public, State of Texas  
My Commission Expires: 2/28/90

SARAH J. McDOWELL.

EXHIBIT "A"

East Oak Lane Townhomes, Phase II, a condominium regime in Harris County, Texas, according to the plat thereof recorded in Volume 15, Page 15, of the Condominium Records of Harris County, Texas, amended by plat recorded in Volume 154, Page 1, Condominium Records of Harris County, Texas.

RETURN TO:  
CARL, LEE, FISHER & COSELLI  
P. O. BOX 2712  
HOUSTON, TEXAS 77252

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WHEREAS:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. E-633032; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-Owners holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1984, in accordance with the procedures set out in the Declaration at which meeting the said amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1

POST OAK LAN  
PHASE 2 AMEN  
A CONDOMINIUM  
CONDOMINIUM  
HARRIS COUNT  
VOL. 167 P

1. Paragraph 20 is amended to read as follows:

20. Amendment. Except as otherwise provided herein, the provisions of this Declaration may only be amended by an instrument in writing signed and acknowledged by record Co-Owners holding seventy-five percent (75%) of the total vote hereunder. The amendment shall be set forth on a separate written instrument and signed by each of the current Board members acknowledging the affirmative vote of seventy-five percent (75%) of the record Co-Owners as provided above. The amendment shall only be effective upon the confirmation and ratification of said amendment at a meeting of the Co-Owners held in accordance with Section 4 of this Declaration and upon recordation in the office of the County Clerk of Harris County, Texas. In any event, an amendment of this Declaration may not alter or destroy a unit or a limited common element without the consent of the Co-Owners affected and the Co-Owners' first lien mortgagees.

IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgment of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

*H. C. Pitcher*  
H. C. PITCHER

*E. M. White, Jr.*  
E. M. WHITE, JR.

*Joan McMillen*  
JOAN McMILLEN

*Naomi Joyner*  
NAOMI JOYNER

*Henry Haas*  
HENRY HAAS

THE STATE OF TEXAS        5  
COUNTY OF HARRIS        5

On this the 07<sup>th</sup> day of March, 1988, personally appeared H. C. Pitcher, E. M. White, Jr., Joan McMillen, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes and consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL of office this 7<sup>th</sup> day of March, 1988.  
89

*Sarah J. McDowell*  
Notary Public, State of Texas  
My Commission Expires: 2/21/90  
SARAH J. McDowell

EXHIBIT "A"

Post Oak Lane Townhomes, Phase II, a condominium regime in Harris County, Texas, according to the plat thereof recorded in Volume 15, Page 15, of the Condominium Records of Harris County, Texas, amended by plat recorded in Volume 154, Page 1, Condominium Records of Harris County, Texas.

RETURN TO:  
CARL LEE, FISHER & COSELLI  
P. O. BOX 2712  
HOUSTON, TEXAS 77252

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. 7-033032; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-OWNERS holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1982, in accordance with the procedures set out in the Declaration at which meeting the said amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

PAGE 1

POST OAK LANE  
PHASE 2 AMEND-  
A CONDOMINIUM  
CONDOMINIUM P  
HARRIS COUNTY,  
VOL. 157 PAG

EXHIBIT "A"

1. Paragraph 17, is amended to read as follows:

17. Alterations, Additions and Improvements. There shall be no structural alterations or capital additions to the Common Elements requiring an expenditure by the Board in excess of Five Thousand and No/100 Dollars (\$5,000.00) without the prior approval of Co-Owners holding a majority of the total votes.

IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgement of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

H. C. Pitcher  
H. C. PITCHER

E. M. White, Jr.  
E. M. WHITE, JR.

Juan McMillen  
JUAN McMILLEN

Naomi Joyner  
NAOMI JOYNER

Henry Haas  
HENRY HAAS

THIS STATE OF TEXAS            §  
COUNTY OF HARRIS            §

On this the 9<sup>th</sup> day of March, 1989, personally appeared H. C. Pitcher, E. M. White, Jr., Juan McMillen, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes and consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of March, 1989.

Sarah J. McDowell  
Notary Public, State of Texas  
My Commission Expires: 2/28/91

SARAH J. McDOWELL



## EXHIBIT "A"

Post Oak Lane Townhomes, Phase II, a condominium regime in Harris County, Texas, according to the plat thereof recorded in Volume 15, Page 15, of the Condominium Records of Harris County, Texas, amended by plat recorded in Volume 154, Page 1, Condominium Records of Harris County, Texas.

RETURN TO:  
CARL LEE, FISHER & COSELLI  
P. O. BOX 2712  
HOUSTON, TEXAS 77252

AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LAKE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. E-033332; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-Owners holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1982, in accordance with the procedures set out in the Declaration at which meeting the said amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1

POST OAK LAKE  
PHASE 2 AMENDM  
A CONDOMINIUM I  
CONDOMINIUM RI  
HARRIS COUNTY.

1. Paragraph 14, subparagraph (b) is amended to read as follows:

(b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without prior consent of the Board except as hereinafter expressly provided or in storage areas. Notwithstanding any other provision herein, the Board may incur proper use of any and all Common Elements in whatever reasonable and legal manner it deems necessary;

2. Paragraph 14, subparagraph (c) is amended to read as follows:

(c) Nothing shall be done or kept in any Townhome or in the Common Elements which will increase the rate of insurance without the prior written consent of the Board. No resident shall permit anything to be done or kept in his Townhome or in or on the Common Elements which will result in the cancellation of insurance on any Townhome, or any part of the Common Elements, or which will be in violation of any law. No waste will be committed in or on the Common Elements;

3. Paragraph 14, subparagraph (e) is amended to read as follows:

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Townhome or on or in the Common Elements except that dogs, cats or other household pets may be kept in Townhome, subject to rules and regulations adopted by the Co-Owners;

4. Paragraph 14, subparagraph (k) is amended to read as follows:

(k) No vehicle shall be parked in driveways. For a period not to exceed seven (7) consecutive days, family, guests and invitees of Co-Owners may park their vehicles (automobiles and motorcycles only) in the guest parking areas within the Property provided for such purpose. Guest parking areas are not available for use by the Co-Owners for parking or storing boats, trailers, camping units, or any personal vehicles and the Board may insure the proper use of said areas in such legal manner it deems necessary;

5. Paragraph 14, subparagraph (o) is amended to read as follows:

(o) Each area on the Plan designated with the letter "PG" is a carport. Two carports are permanently assigned to two or more bedroom units and one carport permanently assigned to one bedroom unit. Any unassigned carport shall be marked "visitor" to be used as otherwise provided. Carports are for the use of automobiles only, which term shall include motorcycles and bicycles, and such carports shall not be used as storage for any other item of property.

6. Paragraph 14, subparagraph (s) is amended to read as follows:

(s) Each Co-Owner, tenant or occupant of a Townhome shall comply with the provisions of this Declaration, the By Laws, Decisions, rules, regulations and resolutions of the Board or its duly authorized representative, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, rules, regulations or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of

Post Oak Lane Townhome Owners Association, Phase II in acknowledgment of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

H. C. Pitcher  
H. C. FITCHER

E. M. White, Jr.  
E. M. WHITE, JR.

Joan McMillen  
JOAN McMILLEN

Naomi Joyner  
NAOMI JOYNER

Henry Haas  
HENRY HAAS

D  
C  
P  
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H

THE STATE OF TEXAS        §  
COUNTY OF HARRIS        §

On this the 9<sup>th</sup> day of March, 1988, personally appeared H. C. Fitcher, E. M. White, Jr., Joan McMillen, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes and consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL of office this 9<sup>th</sup> day of March, 1988.  
89

Sarah J. McDowell  
Notary Public, State of Texas  
My Commission Expires: 2/29/90

SARAH J. McDOWELL

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date of said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. E-031032; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-Owners holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1989, in accordance with the procedures set out in the Declaration which meeting the said amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1

POST OAK LANE  
PHASE II AMENDMENT  
A CONDOMINIUM  
CONDOMINIUM R  
HARRIS COUNTY,  
VOL. 157 PAG

1. Paragraph 11, subparagraph (a) is amended to read as follows:

(a) Each monthly assessment and each special assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the Townhome (and the share of the Common Elements appurtenant thereto) against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Co-Owner of such Townhome at the time when the assessment fell due. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest permitted by law and such assessment and interest shall become a continuing lien on the Townhome which shall bind such Townhome in the hands of the then Co-Owner, his heirs, devisees, personal representative and assigns. The Board may bring an action at law against the Co-Owner personally obligated to pay the same, or foreclose the lien against the Townhome, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Co-Owner, by his acceptance of a deed to a Townhome, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Co-Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.001 of the Texas Property Code, and such Co-Owner hereby expressly grants to the Board a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Board and shall be for the common benefit of all Co-Owners. The Board acting on behalf of the Co-Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

2. Paragraph 11, subparagraph (b) is amended to read as follows:

(b) Upon the sale or conveyance of a Townhome, all unpaid assessments against a Co-Owner shall first be paid out of the sale price as provided in Section 81.208 of the Act; provided, however, that if such unpaid assessments are not paid or collected at the time of a sale or conveyance of a Townhome, the grantee of the same shall be jointly and severally liable with the selling Co-Owner for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Co-Owner the amount paid by the grantee therefor. Any grantee of a Townhome shall be entitled upon written request therefor, to a statement from the Board setting forth the amount of the unpaid assessments against the selling Co-Owner due the Board and such grantee shall not be liable for, nor shall the Townhome conveyed be subject to a lien for any unpaid assessments made by the Board against the selling Co-Owner in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any assessments becoming due after the date of any such statement.

IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgment of the affirmative vote of seventy-five percent (75%) of the

K LANE TOWNHOMES  
AMENDMENTS  
PHIUM PROJECT

Page 2

MIUM RECORDS

COUNTY, TEXAS

7 PAGE 25

File Data TX IDI14796 HA 0157/20.006

shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

H. C. Pitcher  
H. C. PITCHER

E. M. White, Jr.  
E. M. WHITE, JR.

Joan McMillen  
JOAN McMILLEN

Naomi Joyner  
NAOMI JOYNER

Henry Haas  
HENRY HAAS

Post  
Coun  
Page  
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Harr

THE STATE OF TEXAS §

COUNTY OF HARRIS §

On this the 9th day of March, 1988, personally appeared H. C. Pitcher, E. M. White, Jr., Joan McMillen, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes and consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of March, 1988.  
89.

Sarah J. McDowell  
Notary Public, State of Texas  
My Commission Expires: 6/21/90

SARAH J. McDOWELL

LANE TOWNHOMES  
AMENDMENTS  
INDUW PROJECT

Page

NUM RECORDS

COUNTY, TEXAS

7 PAGE 25

EXHIBIT "A"

Post Oak Lane Townhomes, Phase II, a condominium regime in Harris County, Texas, according to the plat thereof recorded in Volume 15, Page 19, of the Condominium Records of Harris County, Texas, amended by plat recorded in Volume 154, Page 1, Condominium Records of Harris County, Texas.

RETURN TO:  
CARL, LEE FISHER & COSELLI  
P. O. BOX 2712  
HOUSTON, TEXAS 77262

Title Data TV TDI 4796 HA C157/20.006



AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. E-033032; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-Owners holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1989, in accordance with the procedures set out in the Declaration at which meeting the said amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1

POST OAK LANE  
PHASE 2 AMENDMENT  
A CONDOMINIUM  
CONDOMINIUM RE  
HARRIS COUNTY,  
VOL. 157 PAGE

Circle Data RX ID114796

*Alan H. Miller*  
ALAN H. MILLER  
P.O. BOX 2157720.001

1. Paragraph 7, subparagraph (g) is amended to read as follows:

(g) A fidelity bond naming the Manager, Board members and such other persons as may be designated by the Board as principals and the Co-Owners as obligees, for each year in an amount at least equal to the total sum collected through the Maintenance Fund during the preceding year, plus any cash reserves on hand;

2. Paragraph 7, subparagraph (h) is amended to read as follows:

(h) Except as otherwise provided herein, painting, maintenance, repair and all landscaping of the Common Elements and exterior surfaces of Townhomes, including the exterior surfaces of balconies and patio fences, and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper; and the Board shall have the exclusive right and duty to acquire the same for the Common Elements; provided, however, that furnaces, individual air conditioning units, household appliances, toilets and other interior mechanical equipment, and the interior surfaces of each Townhome shall be painted, maintained and repaired by the Co-Owners thereof; all such maintenance to be at the sole cost and expense of the particular Co-Owner;

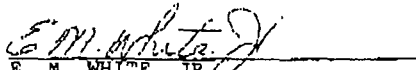
3. The last two paragraphs of Paragraph 7 are amended to read as follows:

The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Maintenance Fund capital additions (other than for purposes of replacing portions of the Common Elements, subject to all the provisions of this Declaration) having a cost in excess of five thousand dollars (\$5,000.00) except as expressly provided herein.

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or convenience of any Co-Owner or Co-Owners, or any occupant or occupants, of any Townhome other than services customarily rendered.

IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgment of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

  
H. C. PITCHER

  
E. M. WHITE, JR.

Joan McMillen  
JOAN MCMILLEN

Naomi Joyner  
NAOMI JOYNER

Henry Haas  
HENRY HAAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

On this the 9<sup>th</sup> day of March, 1988, personally appeared H. C. Pitcher, E. M. White, Jr., Joan McMillen, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes and consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL of office this 9<sup>th</sup> day of March, 1988.

Sarah J. McDowell  
Notary Public, State of Texas  
My Commission Expires: 2/26/89  
SARAH J. MCDOWELL

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. H-833032; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-Owners holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1988, in accordance with the procedures set out in the Declaration at which meeting the amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1

POST OAK LAN  
PHASE 2 AMEN  
A CONDOMINIUM  
CONDOMINIUM

1. Paragraph 6, subparagraph (a) has been redesignated as subparagraph (b) and the following subparagraph (a) has been substituted in its place:

(a) Powers. The corporate powers of the Council of Co-Owners shall be vested in and exercised by and under the authority of a Board of Governors consisting of five (5) persons and the affairs of the Council of Co-Owners shall be controlled by said Board. The Board members shall be Co-Owners.

2. Paragraph 6, subparagraph (a) has been redesignated as subparagraph (b) and amended to read as follows:

(b) Election. At the first annual meeting, the Co-Owners shall elect a Board of Governors consisting of five (5) Co-Owners. Thereafter at each annual meeting, the Co-Owners shall elect members to the Board in the following manner: two members one year and three members the following year alternately. Each Co-Owner entitled to vote at any election of members of the Board may cumulate his votes and give one candidate a number of votes equal to the number of members of the Board to be elected, multiplied by the number of votes to which such Co-Owner is otherwise entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot or by proclamation without objection. Board nominations may be made by a nominating committee or from the floor by any Co-Owner in attendance. A Co-Owner nominated from the floor must be in attendance and indicate a willingness to serve.

3. Paragraph 6, subparagraph (b) has been redesignated as subparagraph (c) and amended to read as follows:

(c) Term. Members of the Board shall serve for a term of two (2) years commencing on the first day of March following the meeting at which they are elected or until their respective successors are elected, or until their death, resignation or removal; whichever is earlier; provided that if any member ceases to be a Co-Owner, his membership on the Board shall thereupon terminate. A Board member may not serve more than two consecutive two (2) year terms and may not be eligible to join the Board either as an elected or appointed member for one year. Members appointed to complete an unexpired term of more than one year shall be deemed to be eligible for election or appointment to serve only one additional two (2) year term.

4. Paragraph 6, subparagraph (c) has been redesignated as subparagraph (a) and the following subparagraph (d) has been substituted in its place:

(d) Vacancies. Vacancies on the Board shall be filled by a majority vote of the remaining Board members though less than a quorum and each Board member so elected shall hold office until a successor is elected by the Co-Owners. Upon tender of resignation by a Board member, the Board shall have the power to elect a successor or to take office at such time as the resignation becomes effective. A resigned member may not participate in the election of a successor.

5. Paragraph 6, subparagraph (c) has been redesignated as subparagraph (e) and otherwise not amended or changed in any manner.

Page 2

TOWNHOMES  
EXIS  
PROJECT

RECORDS

Title Data TX ID114706 HA 0157/20.C08

6. Paragraph 6, subparagraph (d) has been redesignated as subparagraph (f) and amended to read as follows:

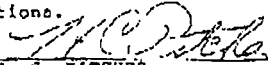
(f) Conduct of Business. Three (3) members of the Board shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Board. All actions taken by the Board must be recorded in the official minutes of the meetings. The Board shall elect a president who shall preside over both its meetings and those of the Council of Co-Owners. Only in case of tie vote at a Board meeting does the president of the Board cast a vote. Other Officers to be elected each year include a Vice-President, who must be a member of the Board, a Secretary and a Treasurer. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board may also act without a meeting by unanimous written consent of its members.

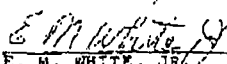
7. Paragraph 6, subparagraph (e) is hereby deleted in its entirety.

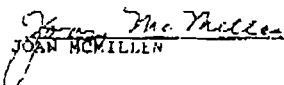
8. Paragraph 6, subparagraph (f) is redesignated as subparagraph (g) and amended to read as follows:

(g) Notice of Election. After each election of the Board, the Secretary of the Board shall execute, acknowledge and record an affidavit stating the names of all the persons elected to membership on the Board. The most recently recorded affidavit shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgment of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

  
H. C. FITCHER

  
E. M. WHITE, JR.

  
JOAN McMILLEN

Naomi Joyner  
NAOMI JOYNER  
Henry Haas  
HENRY HAAS

THE STATE OF TEXAS        §  
COUNTY OF HARRIS        §

On this the 9<sup>th</sup> day of March, 1988, personally appeared H. C. Pitcher, R. M. White, Jr., Joan McMillen, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledge said document for the purpose and consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of March, 1988.  
S. J. McDowell 89

Sarah J. McDowell  
Notary Public, State of Texas  
My Commission Expires: 2/28/93  
SARAH J. McDOWELL

EXHIBIT "A"

Post Oak Lane Townhomes, Phase II, a condominium regime in Harris County, Texas, according to the plat thereof recorded in Volume 15, Page 15, of the Condominium Records of Harris County, Texas, AMENDED by plat recorded in Volume 154, Page 1, Condominium Records of Harris County, Texas.

RETURN TO:  
Carl, Loo, Fisher & Coselli  
P. O. Box 1112  
Houston, Texas 77252

AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. E-033032; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-Owners holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1978, in accordance with the procedures set out in the Declaration at which meeting the amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1

POST OAK LANE T  
PHASE 2 ANCHOR  
A CONDOMINIUM PI  
CONDOMINIUM RE  
HARRIS COUNTY,  
VOL. 157 PAGE



1. The first paragraph of Paragraph 4 is amended to read as follows:


4. Meetings. The presence either in person or by proxy at any meeting of the Council of Co-Owners of Co-Owners having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Council of Co-Owners where there is a quorum upon the affirmative vote or a majority of the total votes represented at such meeting.

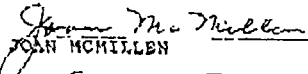
2. Paragraph 4, subparagraph (a) is amended to read as follows:

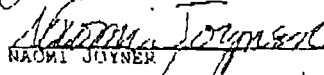
(a) Annual Meeting. There shall be a meeting of the Council of Co-Owners on the third Tuesday of February of each year at 7:30 p.m. upon the Property or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board delivered to the Co-Owners not more than sixty (60) days nor less than ten (10) days prior to the date fixed for said meeting. At the annual meeting the Board shall present a certified audit of the Maintenance Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Co-Owner, and the estimated maintenance for the coming calendar year. Within thirty (30) days after the annual meeting, said statement shall be delivered to all Co-Owners.

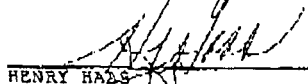
IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgment of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

  
H. C. PITCHER

  
E. M. WHITE, JR.

  
JOAN McMILLEN

  
NAOMI JOYNER

  
HENRY HAAS

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

On this the 9<sup>th</sup> day of March, 1989, personally appeared E. C. PITCHER, E. M. White, Jr., Joan McMillen, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes and consideration contained therein and as representatives of the shareholders of East Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL of office this 9<sup>th</sup> day of March, 1989.

*Sarah J. McDowell*  
Notary Public, State of Texas  
My Commission Expires: 2/24/90  
SARAH J. McDOWELL

EXHIBIT "A"

Post Oak Lane Townhome, Phase II, a condominium regime in Harris County, Texas, according to the plat thereat recorded in Volume 15, Page 15, of the Condominium Records of Harris County, Texas, amended by plat recorded in Volume 154, Page 1, Condominium Records of Harris County, Texas.

RETURN TO:  
CARL, LEE, FISHER & COSELLI  
P. O. BOX 2712  
HOUSTON, TEXAS 77252

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. E-033012; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-Owners holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 11, 1974, in accordance with the procedures set out in the Declaration at which meeting the said amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1

POS  
PH/  
A C  
CO  
MAR  
VO

1. Paragraph 3, subparagraph (a) is amended to read as follows:

(a) The Council of Co-Owners shall have one class of membership as follows:

Each Co-Owner shall be a voting member. Each member shall be entitled to one (1) vote for each Townhome owned by him. Where there is more than one record Co-Owner of a Townhome, any or all of such persons may attend any meeting of the Council of Co-Owners, but such record Co-Owners of such Townhome shall only be entitled to cast one (1) vote and it shall be necessary for such record Co-Owners to act unanimously in order to cast the vote in which they are entitled. Any designation of an agent to act for such record Co-Owners must be signed by all of such record Co-Owners.

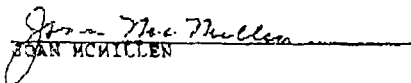
2. Paragraph 3, subparagraph (b) is amended to read as follows:

(b) Any Co-Owner may attend and vote at any meeting in person, or by an agent duly appointed by a proxy in writing signed by the Co-Owner and filed with the Board or the Manager. All proxies must be filed with the Board prior to the meeting being convened as a result of a quorum being attained. Any Co-Owner or appointed agent of a Co-Owner arriving late must notify the Registrar in order to vote officially. Any designation of an agent to act for a Co-Owner may be revoked at any time by written notice to the Board or Manager, and shall be deemed revoked when the Board or the Manager shall receive actual notice of the death or judicially declared incompetence of such Co-Owner or of the conveyance by such Co-Owner of his Townhome. The right to vote may not be severed or separated from any Townhome and any sale (including a foreclosure sale), transfer or conveyance of any Townhome to a new Co-Owner shall operate to transfer the appurtenant vote without the requirement of express reference thereto.

IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgment of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

  
H. C. PITCHER

  
E. M. WHITE, JR.

  
JOAN McMILLEN

Naomi Joyner  
NAOMI JOYNER  
Henry Haas  
HENRY HAAS

THE STATE OF TEXAS        §  
COUNTY OF HARRIS        §

On this the 9<sup>th</sup> day of March, 1988, personally appeared H. C. Pitcher, E. M. White, Jr., Joan McMillen, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes and consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL of office this 9<sup>th</sup> day of March, 1988.

Sarah J. McDowell  
Notary Public, State of Texas  
My Commission Expires 4/28/90

SARAH J. McDOWELL.

EXHIBIT "A"

East Oak Lane Townhomes, Phase 11, A condominium regime in Harris County, Texas, according to the plat thereof recorded in Volume 15, Page 13, of the Condominium Records of Harris County, Texas, amended by plat recorded in Volume 154, Page 1, Condominium Records of Harris County, Texas.

RETURN TO:  
CARL LEE, FISHER & COSELLI  
P. O. BOX 2712  
HOUSTON, TEXAS 77252

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration") are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. E-033032; and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as record Co-Owners holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1988, in accordance with the procedures set out in the Declaration at which meeting the said amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1



1. Paragraph 1, subparagraph (a) is amended to read as follows:

(a) "Townhome" shall mean an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a building, which enclosed space is not owned in common with the Co-Owners or other townhomes in the Project. Each Townhome is numbered as shown on the Plan, and the boundaries of each Townhome shall be and are the interior surfaces of the perimeter walls, floor, ceilings and the exterior surfaces of balconies and patios; and a Townhome includes both the portion of the building so described and the air space so encompassed, excepting Common Elements. Any Townhome may be jointly or commonly owned by more than one person. It is intended that the term "Townhome" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

2. Paragraph 1, subparagraph (d) is amended to read as follows:

(d) "Act" shall mean Chapter 81 of Vernon's Texas Codes Annotated Property Code, formerly Article 1301a of the Texas Revised Civil Statutes.

3. Paragraph 1, subparagraph (f), sections (3), (5) and (6) are amended to read as follows:

(3) All roofs, yard and gardens, except as otherwise provided or stipulated;

(5) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, swimming pools, carports and the like;

(6) In general, all devices or installations existing for common use including all installations between the walls, ceilings and under the floors to the first joint inside the boundary originally installed or subsequently installed as a result of Board authorization; and

4. Paragraph 1, subparagraph (g) is amended to read as follows:

(g) "Co-Owner" shall mean a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a Townhome or Townhomes within the Project, but shall exclude those having an interest in a Townhome or Townhomes merely as security for the performance of an obligation. A Co-Owner shall have an exclusive ownership to his Townhome or Townhomes and shall have a common right to a share or shares, with other Co-Owners, in the Common Elements. Any Co-Owner wanting to make a change or installation that affects any common element must obtain Board approval prior to the change. Any additional maintenance cost or damages to the Common Elements resulting from these changes, or installations shall be the responsibility of the Co-Owner involved. Each Co-Owner may use the Common Elements in accordance with the purposes for which they are intended, as shown on the Plan, without hindering or encroaching upon the lawful rights of other Co-Owners.

5. Paragraph 1, subparagraph (h) is amended to read as follows:

(h) "Council of Co-Owners" shall mean all of the "Co-Owners" as defined in Subsection (g) of this Paragraph 1, which Council of Co-Owners is incorporated as Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation.

6. Paragraph 1, subparagraph (i) is hereby deleted in its entirety, and the following is substituted as, and shall hereafter constitute and be, subparagraph (i) of paragraph 1 of the Declaration:

(i) "Proxy" shall mean an instrument in writing signed and dated by a Co-Owner appointing an agent to attend and vote at any meeting of the Council of Co-Owners.

Page 2

W. LANE TOWNHOMES  
AMENDMENTS  
MINIUM PROJECT

MINIUM RECORDS

COUNTY, TEXAS

Table Letter TX ID14796 HA C157/20.011

7. Paragraph 1 is amended to add subparagraph (q) as follows:

(q) "Patio Space" shall mean each area on the Plan appurtenant to a contiguous Townhome designated with the letter "P".

IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgement of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

H. C. Pitcher  
H. C. PITCHER

E. M. White, Jr.  
E. M. WHITE, JR.

Juan McMillen  
JUAN McMILLEN

Naomi Joyner  
NAOMI JOYNER

Henry Haas  
HENRY HAAS

THE STATE OF TEXAS            2

COUNTY OF HARRIS             3

On this the 9<sup>th</sup> day of March, 1988, personally appeared H. C. Pitcher, E. M. White, Jr., Joan McMillen, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further avers to me that they acknowledged said document for the purposes and consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL of office this 9<sup>th</sup> day of March, 1988.  
89

Sarah J. McDowell  
Notary Public, State of Texas  
My Commission Expires: 2/10/90

SARAH J. McDOWELL

EXHIBIT "A"

Post Oak Lane Townhomes, Phase II, a condominium regime in Harris County, Texas, according to the plat thereof recorded in Volume 15, Page 15, of the Condominium Records of Harris County, Texas, amended by plat recorded in Volume 154, Page 1, Condominium Records of Harris County, Texas.

RETURN TO:  
CARL LEE FISHER & COSELLI  
P. O. BOX 2712  
HOUSTON, TEXAS 77252

AMENDMENTS TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
POST OAK LANE TOWNHOMES, PHASE II

These Amendments to the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II (the "Declaration"); are made by the Post Oak Lane Townhome Owners Association, Phase II (the "Association"), a Texas non-profit corporation, and shall be effective as of the date said Amendments are recorded in the County Clerk's Office of Harris County, Texas.

WITNESSETH:

WHEREAS, the Association is the owner of all that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto; and

WHEREAS, on the 4th day of December, 1973, the Declaration was filed for record under Harris County, Texas, Clerk's File No. E 113037 and

WHEREAS, the Association desires to amend its Declaration in order to provide more effective leadership and management of the Association and Post Oak Lane Townhomes, Phase II; and

WHEREAS, a majority of the Co-Owners of the Association as provided in the Declaration ("majority of the Co-Owners" being defined in the Declaration for purposes of amending the Declaration as stated Co-Owners holding 75% of the total vote) gave their written consent to amend the Declaration as hereinbelow provided, evidence of said consent being attached to these amendments and made a part hereof by reference; and

WHEREAS, a meeting of the membership of the Association was duly convened and held on February 21, 1974, in accordance with the procedures set out in the Declaration at which meeting the said amendments were duly confirmed and ratified;

NOW THEREFORE, the Declaration has been and is hereby amended as follows:

Page 1

POST OAK LANE TO  
PHASE II AMENDMEN  
A CONDOMINIUM PR  
CONDOMINIUM REC  
HARRIS COUNTY, T  
VOL. 157 PAGE

EXHIBIT "A"

Title Data TX TDI14796 HA C157/20.012

1. Paragraph 10, subparagraph (b) is deleted in its entirety.

2. Paragraph 10, subparagraph (c) is redesignated as subparagraph (b), and the last paragraph of Paragraph 10 is designated as subparagraph (c) and amended to read as follows:

(c) The Maintenance Fund carry-over from one year to the next may not exceed twenty-five percent (25%) of the budget for the year just concluded. No Co-Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Townhome.

IN WITNESS WHEREOF, we, being all of the members of the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, do hereby affix our hands as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II in acknowledgment of the affirmative vote of seventy-five percent (75%) of the shareholders of Post Oak Lane Townhome Owners Association, Phase II with regard to the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions.

H. C. Pitcher  
H. C. PITCHER

E. M. White, Jr.  
E. M. WHITE, JR.

Jean M. McMillan  
JEAN McMILLAN

Naomi Joyner  
NAOMI JOYNER

Henry Haas  
HENRY HAAS

THE STATE OF TEXAS            5  
COUNTY OF HARRIS            5

On this the 9<sup>th</sup> day of March, 1988, personally appeared H. C. Pitcher, E. M. White, Jr., Jean McMillan, Naomi Joyner and Henry Haas, known to me to be the persons whose names are subscribed to the foregoing document and who further swore to me that they acknowledged said document for the purposes and consideration contained therein and as representatives of the shareholders of Post Oak Lane Townhome Owners Association, Phase II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of March, 1988.

Sarah J. McDowell  
Notary Public, State of Texas  
Name Printed: SARAH J. McDOWELL  
My Commission Expires: 3/28/90  
SARAH J. McDowell

ONE TOWNHOMES  
AMENDMENTS  
MUM PROJECT

Title Data TX TDI14796 HA C157/2Q.J12

## EXHIBIT "A"

Post Oak Lane Townhomes, Phase II, a condominium regime in Harris County, Texas, according to the plat thereof recorded in Volume 15, Page 13, of the Condominium Records of Harris County, Texas, amended by plat recorded in Volume 154, Page 1, Condominium Records of Harris County, Texas.

ANY PHOTO  
REPRODUCTION  
WITHOUT  
PERMISSION

RETURN TO:  
CARI, LEE, FISHER & COSELLI  
P. O. BOX 2712  
HOUSTON, TEXAS 77252

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REPRODUCTION NOT AUTHORIZED WITHOUT THE WRITTEN PERMISSION OF TITLE DATA, INC.

**RECORDER'S MEMORANDUM:**  
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All corrections, additions and changes were present at the time the instrument was filed and recorded.

THIS INSTRUMENT IS NOT VALID UNLESS IT IS RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS. IT IS THE POLICY OF HARRIS COUNTY TO RECORD ALL INSTRUMENTS THAT ARE FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.

NOT RECORDED BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL CORRECTIONS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was filed in the Public Records of Harris County, Texas, on the date and at the time shown hereon by me and that I am a duly qualified and acting County Clerk of said County, Texas.

MAR. 16 1989



*Paula Anderson*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

title Data TX T0114796 HA C157/20.012

\*\* TOTAL PAGE.45 \*\*

N037958

028-05-2457

POST OAK LANE TOWNHOME OWNERS ASSOCIATION, Phase II

Notice of Amendment to the Covenants, Conditions and Restrictions of the Association:

03/04/91 00443572 N037958 \$ 3.00

The Co-Owners having voted by written ballot as follows:

FOR THE AMENDMENT	79 (76.7%)
AGAINST	15 (14.5%)

then Paragraph 10 - Maintenance Fund: Assessments, item (c) is replaced in its entirety with the following:

"A portion of the Maintenance Fund shall be designated as the Reserve Fund, which shall be accumulated and disbursed as needed for unbudgeted major repair or replacements based on projections made by the Board revised annually.

"By 1995, the Reserve Fund shall be the equivalent of 25% of the annual budget, plus or minus 5%, and shall be maintained at this level. Any year-end over-run or under-run shall be adjusted in the following year's budget. No Co-Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Elements or abandonments of his or her townhome."

3  
W

CERTIFIED BY THE BOARD OF GOVERNORS ON JANUARY 30, 1991:

R.E. Joyner  
R.E. Joyner, M.D., President

Charles Underwood  
Charles Underwood

Robert Zschunke  
Robert Zschunke

Robert Bateman  
Robert Bateman

Chan Pitcher  
Chan Pitcher

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on the 4 day March, 1991

My commission expires 10-14-92

Anita [Signature]  
Notary Public, State of Texas  
Notary's printed name:

HJ  
HENRY J. HAAS  
467 North Post Oak Lane  
Houston, Texas 77024  
713/688-9014



028-05-2458

ANY PROVISION herein, which restricts the SALE, MENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS HEREBY AND LONG HEREAFTER UNLAWFUL UNDER FEDERAL LAW THE STATE OF TEXAS

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

MAR 4 1991



*Quita Williams*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED  
91 MAR -4, PM 3:19