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CONDOMINIUM DECLARATION  
FOR  
CEDAR CREEK TOWNHOMES, A CONDOMINIUM COMMUNITY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CIMARRON DEVELOPMENT CORPORATION, a Texas corporation, hereinafter called "Declarant", is the owner of certain real property and the improvements thereon situated in the County of Harris, State of Texas, which property is more particularly described on the attached Exhibit "A" which, by this reference, is made a part hereof; and

WHEREAS Declarant desires to establish a condominium regime under the Condominium Act of the State of Texas; and

WHEREAS, Declarant will construct certain improvements on said property consisting of ELEVEN (11) two story buildings which will contain an aggregate of ONE HUNDRED FOUR (104) individual townhome type units, and in addition thereto will construct other improvements, structures, facilities as appurtenances thereon, all as disclosed and set forth in detail on the Condominium Map attached hereto as Exhibit "B" which, by this reference, is made a part hereof, which project is hereby designated and shall be known as CEDAR CREEK TOWNHOMES, A CONDOMINIUM COMMUNITY; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area of space contained in each of the apartment units in the said building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining property which is hereinafter defined and referred to as the general common elements;

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

1. DEFINITIONS. Unless the context shall expressly provide otherwise:

(a) Each "Unit", hereinafter referred to as "townhouse" or "townhome", means an individual air space unit which is contained within the perimeter walls, floors and ceilings of a building as shown on the map.

(b) "Condominium Unit" means one individual air space unit together with the interest in the general common elements appurtenant to such unit.

(c) "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

(d) "General Common Elements" means and includes:

- (1) The land on which the buildings are located.
- (2) The foundations, columns, girders, beams, supports, main walls and roofs.
- (3) The yards, gardens, unassigned parking areas, fences, unassigned storage areas, streets, service drives, walks, service easements, recreation areas, laundry rooms, boiler rooms and mechanical rooms, if any.
- (4) The installations consisting of the equipment and materials making up central services such as power, light, gas, water, swimming pools, and the like.
- (5) All other structures, facilities and equipment located on the property necessary or convenient to its existence, maintenance and safety, or normally in common use.
- (6) Carport parking spaces not designated with a townhome number and described on the condominium map attached hereto as unassigned parking spaces.

(e) "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of the owner of a condominium unit; carport parking areas, patio storage lockers and balcony areas, if any, indicated on the condominium map as appurtenant limited elements to a specific unit only shall be deemed limited common elements.

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

(g) "Common Expenses" means and includes:

- (1) All sums lawfully assessed against the general common elements by the Managing Agent or Board of Managers.
- (2) Expenses of administration and management, maintenance, repair or replacement of the general common elements.
- (3) Expenses agreed upon as common expenses by the owners.
- (4) Expenses declared common expenses by provisions of this Declaration and by the By Laws.

(h) "Association of Unit Owners" or "Association" means a Texas non-profit corporation, which corporation shall govern the administration of this condominium property, the members of which shall be all of the owners of the condominium units.

(i) "Map", "Survey Map" or "Plans" means and includes the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and other drawing or diagrammatic plan depicting a part of or all of the improvements, same being attached hereto as Exhibit "B" and incorporated herein for all purposes.

2. CONDOMINIUM MAP. The map shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance

of any condominium unit. Such map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by Declarant; (3) floor plans and elevations plans of the building built or to be built thereon showing the location, the building designation, the townhome designation and the linear dimensions of each townhome and the limited common elements; (4) the elevations of the unfurnished interior surfaces of the floors and ceilings as established from a datum plane.

3. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS. The real property is hereby divided into the following separate fee simple estate.

(a) ONE HUNDRED FOUR (104) fee simple estates consisting of ONE HUNDRED AND FOUR (104) separately designated townhome units, each such unit identified by number and by building symbol or designation on the map, the units in each building being described by number and by building symbol or designation on the map.

(b) The remaining portion of the entire premises is referred to as the general common elements, which shall be held in common by the owners, each such interest being an undivided percentage interest in the general common elements equivalent to the number of square feet in each townhome divided by the total number of square feet within all townhomes located on the premises included within this Condominium Regime, and each such individual interest being appurtenant to one of the townhomes covered hereby. Each unit owner's undivided percentage interest in the common elements is set forth on Exhibit "C" attached hereto.

4. COMMON ELEMENTS. A portion of a general common elements is set aside and reserved for the exclusive use of individual owners, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the individual owners are the automobile parking spaces, patio spaces, storage lockers and balconies, if any, which are shown on the map. Such spaces are allocated and assigned by the Declarant to the respective condominium units as indicated on Exhibit "B" attached hereto, the patio assigned to each townhome being designated by the townhome number preceded by the prefix "P" and in like manner, the parking spaces assigned to each townhome being designated by the townhome number preceded by the prefix "PS", the storage lockers assigned to each townhome being designated by the townhome number preceded by the prefix "SL" and the balcony assigned to each townhome being designated by the townhome number preceded by the prefix "B". At least one parking space shall be permanently assigned to each townhome. A portion of the common area is intended as a recreational area, and is improved with one (1) swimming pool and bathing cabanas. Reasonable regulations governing the use of said recreational facilities by owners and by their guests and invitees shall be promulgated by the Declarant, and by the Board of Managers after same has been elected and by Managing Agent: Such regulations shall be permanently posted in said recreational area and all owners shall be furnished with a copy thereof. Each owner shall be required strictly to comply with said rules and regulations, and shall be responsible to the Board of Managers for the compliance therewith by members of his or her family, relatives, guests or invitees, both minor and adult.

5. INSEPARABILITY OF A CONDOMINIUM UNIT. Each townhome and undivided interest in and to the general common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit.

6. DESCRIPTION OF CONDOMINIUM UNIT. Every deed, lease, mortgage trust deed or other instrument may legally describe a condominium unit by its identifying townhome number and building letter as shown on the Map, followed by the word "CEDAR CREEK, A CONDOMINIUM COMMUNITY" and by a reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the general common elements.

7. SEPARATE ASSESSMENT AND TAXATION. Declarant shall give written notice to the tax assessor of the creation of condominium ownership of this property, as is provided by law, so that each townhome and its undivided interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.

8. OWNERSHIP-TITLE. A condominium unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

9. NON-PARTITIONABILITY OF COMMON ELEMENTS. The general common elements shall be owned in common by all of the owners of the townhomes and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Subject to the provisions of Paragraph (1) of Article 30, nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

10. OCCUPANCY. Each owner shall be entitled to exclusive ownership and possession of his or her townhome. Each owner may use the general common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners. Nothing shall be altered or constructed on or removed from the Common Elements, except upon Managers.

11. USE. Each townhome shall be occupied and used by the owner only as and for a single family residential dwelling for the owner, his or her family, his or her social guests or his or her tenants, with the exception of units known as 3750-7 and 3750-5 Tanglewilde which may be used for commercial purposes.

12. EASEMENTS AND ENCROACHMENTS. If any portion of the general common elements encroaches upon a townhouse or townhouses, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of an adjoining townhouse or townhouses encroaches upon the general common elements or upon any other townhouse, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment(s) and easement(s) shall not be considered or determined to be encumbrances either on the general common elements or the townhouses.



**13. TERMINATION OF MECHANIC'S OR MATERIALMEN'S LIENS AND INDEMNIFICATION.**

Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a townhouse with the consent or at the request of the owner thereof or his or her agent or his or her contractor or subcontractor shall be the basis for filing of a lien against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim or any lien against the townhouse of any other owner or against the general common elements for construction performed or for labor, materials, services or other products incorporated in the owner's townhouse at such owner's request.

**14. ADMINISTRATION AND MANAGEMENT-MANAGING AGENT.** The administration of this condominium property shall be governed by the By-Laws of CEDAR CREEK TOWNHOMES OWNERS ASSOCIATION, INC., a non-profit corporation, hereinafter referred to as the "Association". A copy of the By-Laws is attached hereto marked Exhibit "D" and incorporated herein; and same shall be deemed adopted by Declarant as sole owner of the property herein described, and all owners shall be bound thereby. "Association" as herein used shall refer to the member owners as a group. An owner of a condominium unit, upon becoming an owner shall be a member of the Association and shall remain a member for the period of his or her ownership. The Managing Agent shall be Wiscontech, Inc., whose address is 3750-7 Tanglewilde, Houston, Texas 77063, and the Managing Agent shall perform all of the duties of the Board of Managers and shall have and exercise all of the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Managers and other officers of the Association, until the expiration of three (3) years from the date this Declaration is filed for record, or until ninety (90%) percent of the townhouses shall be sold to owner/occupants, whichever first occurs, which period is hereafter referred to as the "sale and development period". However, the sales of condominium units to Wiscontech, Inc. shall not be considered sales to owner/occupants for purposes of determining the expiration of the "sale and development period." Subsequent sales of units by Wiscontech, Inc. shall be deemed for purposes of this declaration to be within the "sale and development period." Nothing contained in this Article 14 shall be construed to prevent the Managing Agent from relinquishing the control and responsibility of the administration and management of the regime to the Board of Managers prior to the end of such sale and development period.

**15. ACCESS FOR MAINTENANCE AND REPAIR.** The owners shall have the irrevocable right, to be exercised by the Managing Agent or the Board of Managers of the Association, to have access to each townhouse from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another townhouse or townhouses.

**16. OWNER'S RESPONSIBILITY FOR MAINTENANCE OF TOWNHOUSE.** An owner shall maintain and keep in repair the interior of his or her own townhouse, including the fixtures thereof. All fixtures and equipment, including the heating and air conditioning system, installed within the townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the townhouse shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, fans, ductwork, heating unit and cooling

coils, utilized in and for his or her townhouse, as well as all other fixtures situated within or installed into the limited common elements appurtenant to such townhouse; and an owner shall be obligated to promptly repair and replace any broken or cracked windows, doors or glass therein that might be so broken or cracked. Notwithstanding anything to the contrary contained in this Article 16, an owner when exercising his or her right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever, the exterior appearance of his or her townhouse. The mini blinds installed or to be installed in each townhouse are specifically categorized as items affecting the exterior appearance of the project, and each owner shall maintain or replace, as necessary, said mini blinds to afford a uniform external appearance to the project.

An owner shall not be deemed to own the undecorated and/or unfurnished surfaces of the perimeter walls, floors and ceilings surrounding his or her townhouse, nor shall such owner be deemed to own the utilities running through his or her townhouse which are utilized for, or serve more than one townhouse, except as a tenant in common with the other owners. An owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing materials.

17. INTERFERENCE WITH STRUCTURAL SOUNDNESS OF BUILDING. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. Now owner shall in any way alter, modify, add to or otherwise perform any work whatsoever upon any of the common elements, save with written consent of the Board of Managers first obtained.

18. DIMENSIONS. It is expressly agreed, and each and every purchaser of a townhouse, his or her heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size and dimension of each townhouse as set out and shown in this Declaration or in said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent or guarantee that any townhouse actually contains the area, square footage or dimensions shown by the plat thereof. Each purchaser of a townhouse hereby expressly waives any claim or demand which he or she may have against the Declarant or any other person whomsoever, on account of any difference, shortage or discrepancy between the townhouse as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the townhouse or of any townhouse reconstructed in substantial accordance with the original plans therefor shall be conclusively presumed to be the boundaries, regardless of settling, arising or lateral movement of the building and regardless of variances between the boundaries shown on the map and those of the building.

19. COMPLIANCE WITH PROVISIONS OF DECLARATION AND BY-LAWS. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Managing Agent or Board of Managers on behalf of the owners or, in the proper case, by an aggrieved owner.

20. REVOCATION OR AMENDMENT TO DECLARATION. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing ninety (90%) percent of the aggregate undivided ownership interest of the condominium units then subject hereto and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded; except as provided in Subparagraphs (c) and (e) of Article 28 hereof. The making of physical changes in the interior of a townhouse or townhouses coming into the possession of a mortgagee by virtue of a foreclosure of any first mortgage and physical changes to and alterations of the townhouse or townhouses owned by virtue of foreclosure of any first mortgage may be made without the consent of the other owners or mortgagees and this Declaration may be amended without owners' or mortgagees' consent, by the owner acquiring same by foreclosure, to correspond with such physical changes; provided, however, that the undivided interest of each townhouse owner in the general common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended Declaration duly recorded.

21. ASSESSMENTS FOR COMMON EXPENSES-UTILITIES-INSURANCE. The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent or Board of Managers of the Association shall from time to time determine is to be paid by all of the owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include, among other things, cost of management, assessment, insurance as hereinafter set forth, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, exterminating, security service, wages, water charges, electricity charges, gas charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general common elements. The limited common elements shall be maintained as general common elements and owners having exclusive use thereof shall not be subject to any special charge or assessments for the repair or maintenance thereof. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the owners from the obligation to pay.

Taxes are not part of the common expenses except as otherwise provided in Article 32 hereof.

All utility expenses will be individually metered on each unit, with the exception of water expenses, which shall be master metered and shall be part of the common expenses. Each unit owner shall be personally liable for all electrical charges on his individually metered unit.

22. INSURANCE. The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workmen's compensation insurance (hereinafter referred to as the Master Policy"), with respect to the Condominium Project and the Association's administration thereof in accordance with the following provisions:

All policies of insurance shall be purchased by the Association for the benefit of the Association, the Owners and their mortgagees as their interests may appear (subject to the provisions of this Condominium Declaration and the Condominium Act of the State of Texas), and provision shall be made for the issuance of appropriate



mortgagee endorsements to the mortgagees of the owners. The owners shall obtain insurance coverage upon their personal property at their own expense. The Association and the owners shall use their best efforts to see that all property and liability insurance carried by an owner of the Association shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the owners of the Association and the respective tenants, servants, agents or guests of the owners of the Association, as the case may be.

All buildings, improvements, personal property and other common elements of the condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value thereof, excluding the cost of excavations, foundations and footings, as determined annually by the Board of Managers of the Association: provided, however, such amount shall not be less than eighty (80%) percent of the maximum insurable value (based upon replacement cost). The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best efforts to see that the liability insurance carried by the Association shall cover the common elements and shall contain, if available, cross-liability endorsements or appropriate provisions for the benefit of the owners, individually and as a group, the members of the Board of Managers and the management company, if any, insuring each insured against liability to each other insured. The Association shall also carry fidelity coverage against dishonest acts on the part of the members of the Board of Managers, owners, the management company, if any, and any other persons (including volunteers, with an appropriate endorsement, if required) handling funds belonging to or administered by the Association. Such fidelity coverage shall be in an amount equal to one and one-half (1-1/2) times the estimated annual expenses and reserves of the Association, shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice to each first mortgagee. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. It shall also provide that in no event will the insurance coverage obtained and maintained be brought into contribution with insurance purchased by the owners of individual condominium units or their mortgagees.

All insurance premiums upon insurance purchased by the Association pursuant to this Declaration shall be included in the Association's budget except that the amount of increase over such premiums occasioned by the use, misuse, occupancy or abandonment of a unit or the common elements by an owner shall be assessed only against such owner.

Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association,



the owners and their mortgagees (subject to the provisions of the Condominium Declaration and the Condominium Act of the State of Texas) as their interest may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided herein, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction under this Condominium Declaration shall be applied to such repair or reconstruction.

Each owner, by ownership of a unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the Policy. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Association, the owners and their mortgagees (subject to the provisions of the Condominium Declaration and the Condominium Act of the State of Texas) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such owner and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any unit nor the liability of any owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Condominium Project.

23. OWNER'S OBLIGATION FOR PAYMENT OF ASSESSMENT. All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet the common expenses. The assessments shall be made prorata according to each owner's undivided percentage interest in and to the general common elements, except as may otherwise be provided for herein. Assessments for the estimated common expenses, shall be due monthly in advance on or before the fifth (5) day of each month. Failure to pay by the tenth (10th) day of each month shall require the imposition and assessment of a late charge of TEN AND NO/100 (\$10.00) DOLLARS.

Any first mortgagee who obtains title to a condominium unit, pursuant to the remedies provided in the mortgage or deed of trust will not be liable for such condominium unit's unpaid dues or charges which accrued prior to the acquisition of title to such condominium unit by the mortgagee.

Contribution for monthly assessments shall be prorated if the ownership of a condominium unit commences on a day other than on the first day of a month. Additionally, two (2) month's monthly assessments shall be paid in advance upon purchase of a condominium unit.

In addition to the regular monthly assessments authorized by this Declaration or by the By-Laws, the Managing Agent or the Board of Managers may levy in any fiscal year a special assessment or assessments applicable to that fiscal year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the common elements, including the necessary fixtures and personal property related thereto, or for the purchase of any movable or personal property for the common use of all the owners, or for such other purpose or purposes as the Managing Agent or the Board of Managers may consider appropriate and for the common benefit of all the owners

in proportion to their ownership interest in the common elements as set out in this Declaration; provided, however, that no such special assessment shall become effective until the same has received the affirmative vote of at least seventy-five (75%) percent of the total votes cast, in person or by proxy, at a special meeting of the members of the Association to be called for the purpose of such vote, notice of which special meeting shall be given to each member in accordance with the provisions of the By-Laws regarding notices of special meetings. At any such meeting the members may, by the required affirmative vote aforesaid, amend or modify any such assessment prepared by the Managing Agent or the Board of Managers. The prorata part and share of each owner of any such special assessment shall be due and payable as provided in the resolution adopting or approving any such special assessment.

24. WAIVER OF USE OF GENERAL COMMON ELEMENTS OR ABANDONMENT OF TOWNHOUSE BY OWNER. No owner may exempt himself or herself from liability for this contribution towards the common expenses by waiver of the use or enjoyment of any of the general common elements, or by abandonment of his or her townhouse.

25. PAYMENT OF MAINTENANCE EXPENSE CHARGE; ENFORCEMENT. One-twelfth (1/12th) of the yearly portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid by the tenth (10th) day of such month shall be deemed delinquent, and shall bear interest at the rate of ten percent (10%) per annum thereafter until paid. In order to secure payment of the Maintenance Expense Charge, the vendor's lien and superior title to each Apartment shall be and is hereby reserved by Developer in favor of and herein and hereby assigned and transferred to the Association, which lien shall be referred to each of Developer's deeds and shall be enforceable through appropriate judicial proceedings by the Association or through power of sale contained in the form of Deed of Trust which each purchaser of an Apartment is required to sign in form set out as Exhibit D hereto. The vendor's lien and superior title herein reserved and deed of trust additionally securing same, shall be subordinate in all respects to any purchase money mortgage, or mortgage refinancing a purchase money mortgage. In addition to the liens hereby retained and created, in the event of nonpayment by any Owner of such Owner's portion of the Maintenance Expense Charge, the Association may, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

- (a) The Association may restrict the rights of such nonpaying Owner to use the Common Elements and Limited Common Elements in such manner as the Association deems fit or appropriate;
- (b) The Association may cut off any utilities furnished through use of any part of the Common Elements or Limited Common Elements to the Apartment owned by such nonpaying Owner;
- (c) The Association may pursue any other remedy provided by law in addition to or in lieu of any or all of the above.

FILED

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*Paula Redman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

26. STATEMENT OF INDEBTEDNESS-JOINT LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT. Upon payment to the Association of a reasonable fee not to exceed TWENTY-FIVE AND NO/100 (\$25.00) DOLLARS and upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Managing Agent or Board of Managers, shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for the prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within twenty (20) days, all unpaid common expenses which became due prior to the date of the making of such request shall be subordinate to the lien of the person requesting such statement; except, that at no time, shall the provisions of this Section be read or construed to disturb or to subordinate in any way the lien of any first mortgage, or any other lien priority or debt provision stated in the (above) Section 25 hereof, or to change the intent of Section 26 hereof (below).

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his or her proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment to the Association of a reasonable fee not to exceed TWENTY-FIVE AND NO/100 (\$25.00) dollars, and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within twenty (20) days of such request, such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid assessments against the subject unit. The provisions set forth in this Article 26 shall not apply to initial sales of the units by Declarant; and, that at no time shall the provisions of this Section be read or construed to disturb any lien priority or debt provision stated in the above Section 25 hereof.

27. MORTGAGING A CONDOMINIUM UNIT-PRIORITY. Any owner has the right from time to time to mortgage or encumber his or her interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has

first and paramount priority under applicable law. The owner of a condominium unit may create a second mortgage on the following conditions: (1) that any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, liens for common expenses and other payments created by this Declaration and by the By-Laws; and (2) that the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of its right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request to the Association.

28. ASSOCIATION AS ATTORNEY-IN-FACT. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. CEDAR CREEK TOWNHOMES OWNERS ASSOCIATION, INC., their true and lawful attorney in their name, place and stead, for the purpose of dealing with the property upon its destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

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

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s) and if such damage is not more than two-thirds (2/3) of all of the general common elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense made prorata according to each owner's percentage interest in and to the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or reconstruction of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his or her condominium unit and may be enforced and collected



as is provided in Article 25. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association as attorney-in-fact, in the following order:

- (1) For payment of the balance of the lien of any first mortgage;
- (2) For payment of taxes and special assessment liens in favor of any assessing entity;
- (3) For payment of unpaid common expenses;
- (4) For payment of junior liens and encumbrances in order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If more than two-thirds (2/3) of all of the general common elements, not including land, are destroyed or damaged, and if the owners representing one hundred (100%) percent of the aggregate undivided ownership interest of the general common elements of the condominium units, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each unit owner's interest (as such interests appear on the policy or policies) and such divided proceeds shall be paid into individual separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association and shall be further identified by the number of the townhouse and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of each of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the condominium unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's undivided interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to the other, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in Subparagraph (b) (1) through (5) of this Article 28.

If the owners representing one hundred (100%) percent of the aggregate undivided ownership interest of the general common elements of the condominium units adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made prorata according to each owner's interest in the general common elements and shall be due and payable as provided by the terms of such plan but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his or her condominium unit and may be enforced and collected as is provided in Article 25. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in Subparagraph (b) (1) through (5) of this Article 28.

(d) The owners representing ninety (90%) percent or more of the aggregate undivided ownership interest of the general common elements of the condominium units, with the unanimous consent of all first mortgagees, may agree that the general common elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, then the expense thereof shall be payable by all of the owners as common expenses; provided, however, that any owner not agreeing to such renewal or reconstruction may give written notice to the Association and such unit shall be purchased by the Association for the fair market value thereof. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he, she or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party), an appraiser who shall be a member of the Houston Board of Realtors. If either party fails to make such a nomination, the appraiser nominated shall within five (5) days after default by the other party appoint and associate with him or her another appraiser (to be selected from the Houston Board of Realtors). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another appraiser (to be selected from the Houston Board of Realtors) to be umpire between them, if they can agree upon such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two (2) persons (each of whom shall be a member of the Houston Board of Realtors) and from the names of the four persons so nominated, shall be drawn by lot by any judge of any court of record in Texas and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two (2) appraisers to agree, which in any event shall not be later than twenty (20) days following the

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appointment of the second appraiser. The decision of the appraisers as to the fair market value or in the case of their disagreement, the decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the owners. The sale shall be consummated within fifteen (15) days thereafter and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in Subparagraph (b) (1) through (5) of this Article 28.

(e) The owners representing ninety-five (95%) percent or more of the aggregate undivided ownership interest of the general common elements of the condominium units with the unanimous consent of all first mortgagees, may agree that the general common elements of the property are absolute and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts and upon the recording of such notice by the Association's president and secretary, the entire premises shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners of the basis of each owner's interest in the general common elements and such apportioned proceeds shall be paid into individual separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association and shall be further identified by the number of the townhouse and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of each of such account without contribution from one account to another, for the same purposes and in the same order as is provided in Subparagraph (b) (1) through (5) of this Article 28.

29. PERSONAL PROPERTY FOR COMMON USE. Upon the expiration of the sale and development period as defined in Article 14 herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the entire premises and furnished by Declarant, which property is intended for the common use and enjoyment of the condominium unit owners and occupants. The Association shall hold title to such property for the use and enjoyment of the condominium unit owners and occupants. No owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the owner's termination of possession of his or her condominium unit.

30. PROTECTION OF MORTGAGEE.

(a) Notice to Association. An owner who mortgages his or her townhome shall notify the Board of Managers giving the name and address of his or her mortgagee. The Board shall maintain such information in a book entitled "Mortgagees of Townhomes".

(b) Notice of Default. The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

(c) Examination of Books. The Association shall permit first mortgagees to examine the books and records of the association during normal business hours.

(d) Reserve Fund. The Association shall establish an adequate reserve fund for replacement of common element components and fund the same by regular monthly payments rather than by extraordinary special assessments.

(e) Annual Audits. The Association shall furnish each first mortgagee an annual accounting by a Certified Public Accountant of the Association within ninety (90) days following the end of each fiscal year of the Association.

(f) Notice of Meetings. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

(g) Approval for Amendments to Declaration, etc. The prior written approval of each first mortgagee shall be required for the following: (i) abandonment or termination of CEDAR CREEK TOWNHOMES as a Condominium Community, except for abandonment or termination provided by law, in case of substantial destruction by fire or other casualty or domain; (ii) any material amendment to the Declaration or By-Laws of the Association, including, but not limited to any amendment which would change the undivided percentage interest of condominium unit owners in the common elements and which would change the prorata interest or obligations of any unit owner for the purpose of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards; and (iii) the termination of any professional management contract for the Condominium Project.

(h) Leases. No owner may lease less than the entire condominium unit. The Association shall require that all leases of any condominium units must: (i) be in writing; and (ii) provide that such leases are specifically subject in all respects to the provisions of the Declaration and By-Laws of the Association and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any condominium owner, including the Declarant, to lease his or her unit.

(i) Notice of Damage or Destruction. The Association shall furnish the first mortgagees timely written notice of any substantial damage or destruction of townhouses and of any part of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings if such taking exceeds TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS or damage to a condominium unit exceeds ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS.

(j) Notice of Condemnation or Eminent Domain. The Association shall furnish the first mortgagees timely written notice of any condemnation or eminent domain proceeding regarding all or any portion of a townhouse or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings if such taking exceeds TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS.

(k) Management Agreements. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days written notice and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one-year periods.



(l) Right to Partition. No condominium unit may be partitioned or subdivided by the owner thereof without the prior written approval of at least the holder of the first mortgage lien on such property and the Board of Managers of the Association.

(m) Claims for Unpaid Assessments. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or pursuant to a deed in lieu of foreclosure, shall not be liable for such unit's unpaid dues or charges which accrued prior to the acquisition of title to such unit by the mortgagee, and shall take such unit free of any such unpaid dues or charges.

(n) Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

(o) Other Acts by Association Requiring Approval of First Mortgagees or Owners. Unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each first mortgage owned) and owners (other than the Declarant) representing seventy-five (75%) percent or more of the aggregate undivided ownership interest of the general common elements of the individual condominium units have given their prior written approval, the Association shall not be entitled to: (i) partition or subdivide any condominium unit; (ii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium Project shall not be deemed a transfer within the meaning of this clause and (iii) use hazard insurance proceeds for losses to any condominium property (whether to condominium units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to condominium units and/or common elements of the Condominium Project or except as otherwise provided in this Declaration.

31. LIMITATION OF RESTRICTIONS ON DECLARANT. Declarant is undertaking the construction of a Condominium Regime. The completion of that work and the sale, rental and other disposal of condominium units is essential to the establishment and welfare of the property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors or subcontractors from doing on the property or any condominium unit, whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the property such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in condominium units by sale, lease or otherwise; or

(c) Prevent Declarant from conducting on any part of the property its business of completing said work and of establishing a plan of ownership and of disposing of said property in condominium units by sale, lease or otherwise; or

(d) Prevent Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or disposition thereof.

So long as Declarant, its successors and assigns, owns one or more of the condominium units described herein, Declarant, its successors and assigns shall be subject to the provisions of this Declaration.

32. TAXES. Ad valorem taxes, assessments and other charges of the City, County, State or other political entities or any special district thereof, shall be separately assessed and each condominium unit owner shall pay, at his or her own personal expense, all tax assessments against his or her townhome. Such taxes are not part of the common expenses. However, taxes on personal property owned by the Association as part of the common elements shall be paid by the Association as a common expense.

33. NOTICES. All notices, demands or other notices intended to be served upon an owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such owner in care of the townhouse number and building address of such owner. All notices, demands or other notices intended to be served upon Managing Agent or the Board of Managers of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid to 6430 Richmond, Suite 220, Houston, Texas 77056 until such address is changed by a notice of address change duly recorded.

34. ALTERATION OF BOUNDARIES OF TOWNHOMES. If one person, firm or entity (including Declarant) is the owner of all or part of two (2) townhomes which are adjoining horizontally (on the same floor of the building) or if two (2) owners of adjoining townhomes so agree, then such owner or owners shall have the right to remove all or any part of any intervening partition or to create doorways or other openings in such partition, notwithstanding the fact that such partition may in whole or in part be a Common Element, so long as no portion of any bearing wall or bearing column is weakened or removed and no portion of any Common Element other than that partition is damaged, destroyed or endangered. In any of such events, the owner or owners involved may relocate the boundaries between adjoining townhomes by causing an appropriate instrument of amendment to this Condominium Declaration to be prepared and executed by such owners, which instrument shall be joined in by the President of the Association and recorded. The instrument of amendment (i) shall show the boundaries between those townhomes which are being relocated; (ii) shall recite the occurrence of any conveyancing between the owners of such adjacent townhomes; and (iii) shall specify any reasonable reallocation as agreed upon between the townhomes involved of the aggregate ownership interests in the Common Elements pertaining to those townhomes. Such plats and floor plans as may be necessary to show the altered boundaries between the townhomes involved shall be certified as to their accuracy by a registered architect or engineer.

35. DECLARANT'S RIGHT TO AMEND DECLARATION. Declarant reserves and shall have the continuing right which is also assigned to Wiscontech, Inc. until the expiration of the sale and development period as defined in Article 14 herein, without the joinder of any owner, person or entity to amend this Declaration or the By-Laws for the purpose of clarifying or resolving any ambiguities or conflicts herein or correcting any inadvertent misstatement, errors or omissions herein provided that

no such amendment shall change the stated numbers of units nor the undivided ownership interest in the common elements attributable thereto, nor materially adversely affect the interest of any owner.

36. GENERAL.

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

(b) The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

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

37. EMINENT DOMAIN. In the event of a taking by eminent domain (or condemnation or a conveyance in lieu of condemnation) of part or all of the Common Elements, the award for such taking shall be payable to the Association, which shall represent the owners named in the proceedings. Said award shall be utilized to the extent possible for the repair, restoration, replacement or improvement of the remaining Common Elements, if only part are taken. If all or more than two-thirds (2/3) of the Common Elements are taken, it shall be deemed a destruction of more than two-thirds (2/3) of all of the general Common Elements and the Condominium Regime shall be terminated as hereinbefore provided. Any funds not utilized (in the case of a partial taking) shall be applied in payment of common expenses otherwise assessable. In the event of a taking of all or part of a townhouse, the award made shall be payable to the owner of such townhouse and his or her mortgagee, if any, as their interests may appear.


38. ADMINISTRATION AND MANAGEMENT DURING SALE AND DEVELOPMENT PERIOD. Notwithstanding anything to the contrary herein contained, Declarant or Wiscontech, Inc., shall remain in control of and be responsible for the administration and management of the regime until the termination of the sale and development period. The sale and development period is defined in Article 14 hereof as a period of time three (3) years from the date this Declaration is filed for record or the date upon which Declarant or Wiscontech, Inc. has sold ninety (90%) percent of the condominium units owned by it, to owner/occupants, whichever comes first. Declarant or Wiscontech, Inc. shall have the obligation to turn over the administration and management of the regime to the Board of Managers and the Association within not more than one hundred twenty (120) days after the completion of transfer to purchasers of title of units representing ninety (90%) percent of the votes of all unit owners. During such period, Declarant or Wiscontech, Inc. or its designated representatives, shall provide the services, such as office supervision, record keeping, yard maintenance, exterior maintenance and others, which would normally be provided by or arranged for by the Board of Directors and shall have and exercise all the powers and

functions, including assessment and collection of common expenses, delegated hereunder to the Board of Directors and of the Association. Declarant or Wiscontech, Inc. and its employees, representatives and agents may maintain a business and sales office, model units and other sales facilities necessary or convenient until the administration and management of the project is turned over to the Association as provided herein. Notwithstanding anything herein contained to the contrary, Declarant and Owners shall have the right to rent condominium units at any time during ownership of same.

During the sale and development period, Declarant or Wiscontech, Inc., shall be responsible for the difference between cost of maintenance of the condominium project and the assessments received from unit owners until ninety (90%) percent of all units in the condominium project have been sold, or until Declarant turns over the administration and management of the regime to the Board of Directors, whichever occurs first. So long as Declarant or Wiscontech, Inc. is responsible for the maintenance of the condominium project, Declarant or Wiscontech, Inc. shall not be required to pay monthly assessments, described above, for any units owned by Declarant or Wiscontech, Inc. During the development and sale period, Declarant or Wiscontech, Inc. shall provide any additional funds required to pay actual cash outlays required to fund current operating expenses of the Association. Further, after Declarant or Wiscontech, Inc. turns over the management and administration of the Project to the Board of Managers, the Declarant or Wiscontech, Inc. shall be obligated-during its time of ownership thereafter-to pay the regular monthly assessment for each unit or units it owns, at the time Declarant turns over the management and administration of the project to the Board of Managers.

IN WITNESS WHEREOF Declarant has hereunder set its hand and seal this 30th day of December, 1981.

CIMARRON DEVELOPMENT CORPORATION

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



ATTEST:

\_\_\_\_\_  
THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared CHARLES D. WILSON

\_\_\_\_\_, President of CIMARRON DEVELOPMENT CORPORATION, known to me to be the person and officer, acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30<sup>th</sup> day of DECEMBER, 1981.



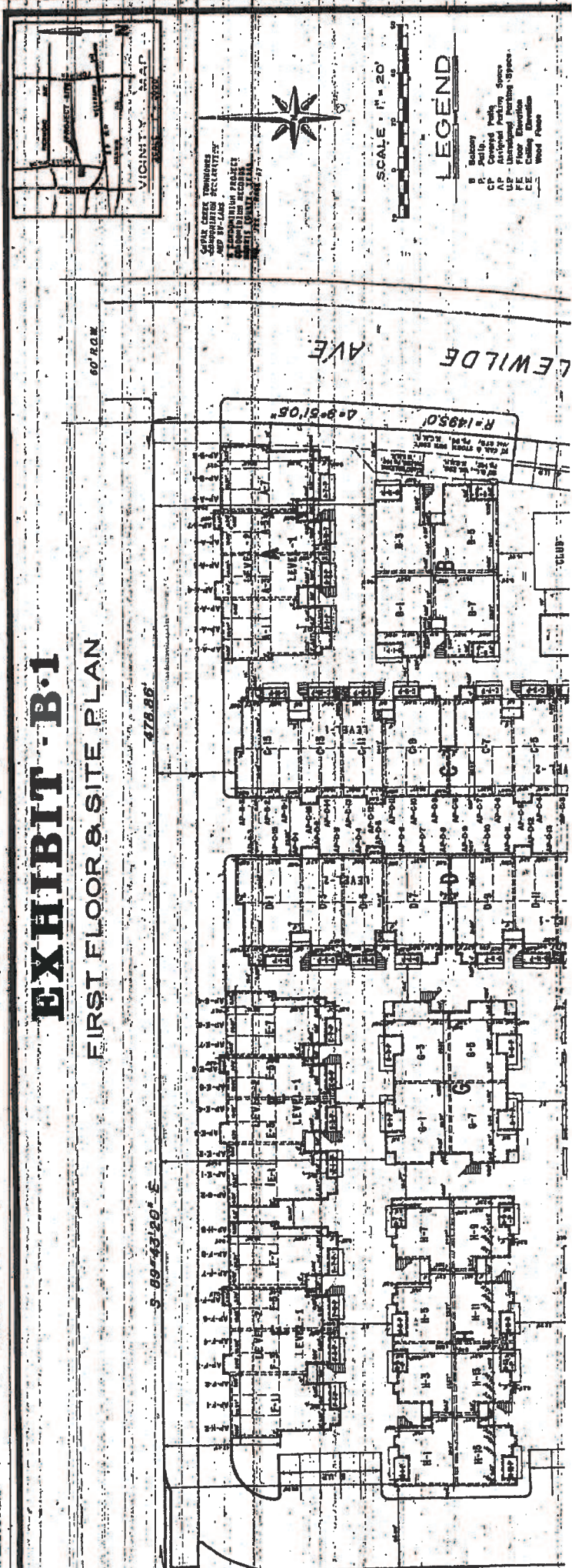
Douglas O'Toole  
Notary Public in and for Harris County, Texas

**DOUGLAS O'TOOLE**  
Notary Public in and for Harris County, Texas  
My Commission Expires January 31, 1985

Commission Expires \_\_\_\_\_

# EXHIBIT - B.1

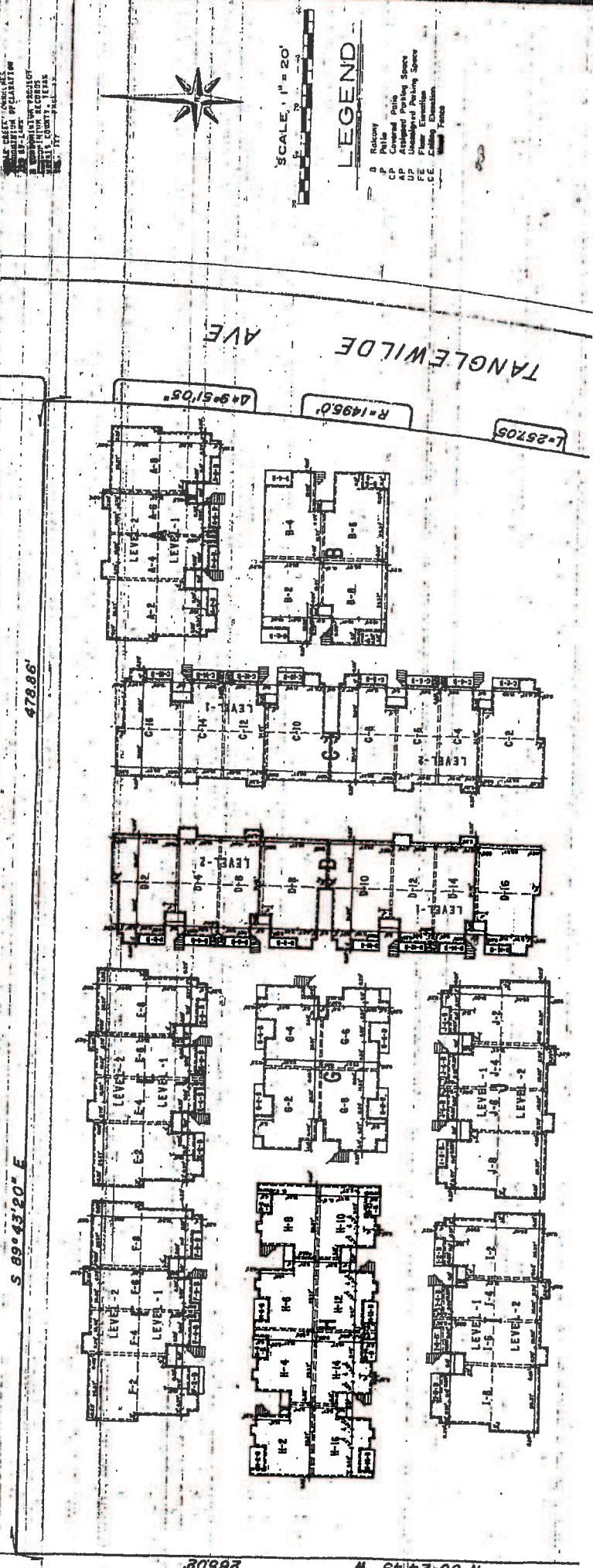
## FIRST FLOOR & SITE PLAN





# EXHIBIT - B.2

## SECOND FLOOR PLAN



ALL RIGHTS RESERVED  
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SCALE: 1" = 20'

### LEGEND

- ▬ Railway
- ▬ Covered Walk
- ▬ Anticipated Parking Space
- ▬ Unassigned Parking Space
- ▬ Elevator
- ▬ Stair
- ▬ Utility
- ▬ Mechanical
- ▬ Other

S 89°43'20" E

478.86'

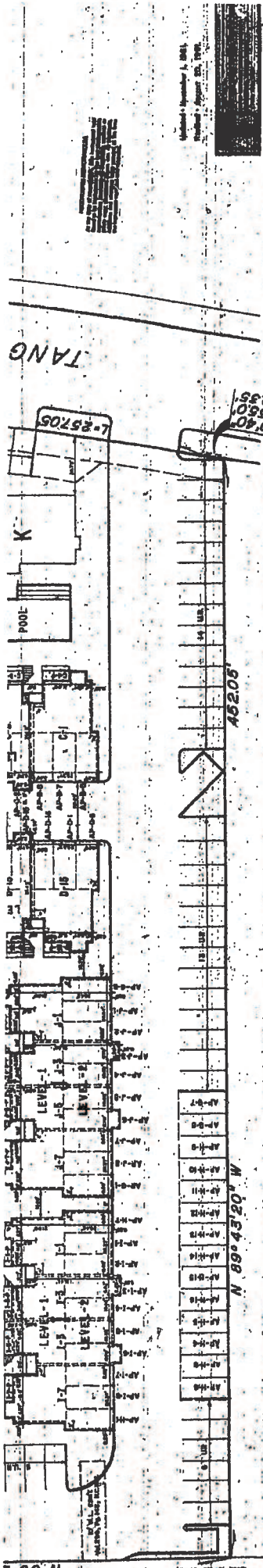
49'51/05"

R-14950'

L-25705'

26802

N 00°24'45" W

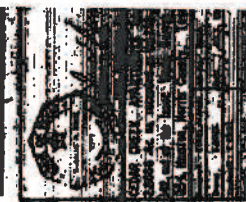


**CEDAR CREEK TOWNHOUSE**

104  
 TOTAL AREA OF UNITS = 85651.78 Sq Ft  
 ASSIGNED COVERED PARKING SPACES = 404  
 UNASSIGNED PARKING SPACES = 47  
 TOTAL PARKING SPACES = 451

**UNIT SCHEDULE**

UNIT NO.	TYPE	SQ. FT.	NO. OF UNITS
101	1-BR	1000	1
102	1-BR	1000	1
103	1-BR	1000	1
104	1-BR	1000	1
105	1-BR	1000	1
106	1-BR	1000	1
107	1-BR	1000	1
108	1-BR	1000	1
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111	1-BR	1000	1
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154	1-BR	1000	1
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299	1-BR	1000	1
300	1-BR	1000	1
301	1-BR	1000	1
302	1-BR	1000	1
303	1-BR	1000	1
304	1-BR	1000	1



NOTES:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
 3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN ON THE DRAWINGS.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
 7. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NEIGHBORHOODS.  
 9. THE CONTRACTOR SHALL MAINTAIN A CLEAN WORKING ENVIRONMENT AT ALL TIMES.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NEIGHBORHOODS.

**UNIT SCHEDULE**

UNIT NO.	TYPE	SQ. FT.	NO. OF UNITS
101	1-BR	1000	1
102	1-BR	1000	1
103	1-BR	1000	1
104	1-BR	1000	1
105	1-BR	1000	1
106	1-BR	1000	1
107	1-BR	1000	1
108	1-BR	1000	1
109	1-BR	1000	1
110	1-BR	1000	1
111	1-BR	1000	1
112	1-BR	1000	1
113	1-BR	1000	1
114	1-BR	1000	1
115	1-BR	1000	1
116	1-BR	1000	1
117	1-BR	1000	1
118	1-BR	1000	1
119	1-BR	1000	1
120	1-BR	1000	1
121	1-BR	1000	1
122	1-BR	1000	1
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127	1-BR	1000	1
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152	1-BR	1000	1
153	1-BR	1000	1
154	1-BR	1000	1
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157	1-BR	1000	1
158	1-BR	1000	1
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161	1-BR	1000	1
162	1-BR	1000	1
163	1-BR	1000	1
164	1-BR	1000	1
165	1-BR	1000	





CEDAR CREEK TOWNHOMES

PERCENTAGE OF INTEREST (% ALLOCATION)

<u>104</u>	<u>36</u> 1.18	<u>36</u> .83	<u>8</u> .90	<u>4</u> 1.47	<u>16</u> .69	<u>4</u> .88
3750-01		3750-03	3752-01	3762-02	3764-01	3762-01
-02		-04	-02	-04	-02	-03
3750-07		-05	-03	-06	-03	-05
-08		-06	-04	-08	-04	-07
3754-01		3754-03	-05		-05	
-02		-04	-06		-06	
3754-07		-05	-07		-07	
-08		-06	-08		-08	
-09		3754-11			-09	
-10		-12			-10	
3754-15		3754-13			-11	
-16		-14			-12	
3756-01		3756-03			-13	
-02		-04			-14	
3756-07		-05			-15	
-08		-06			-16	
-09		3756-11				
-10		-12				
3756-15		-13				
-16		-14				
3758-01		3758-03				
-02		-04				
3758-07		-05				
-08		-06				
3760-01		3760-03				
-02		-04				
-07		-05				
-08		-06				
3766-01		3766-03				
-02		-04				
-07		-05				
-08		-06				
3768-01		3768-03				
-02		-04				
-07		-05				
-08		-06				
100%	<u>42.48</u>	<u>29.88</u>	<u>7.2</u>	<u>5.88</u>	<u>11.04</u>	<u>3.52</u>

## CEDAR CREEK TOWNHOMES - PARKING ASSIGNMENTS

U.S

3750-1	10	3758-3	57	3768-5	76
3750-2	9	3758-4	56	3768-6	77
3750-3	8	3758-5	55	3768-7	78
3750-4	7	3758-6	54	3768-8	79
3750-5	6	3758-7	53		
3750-6	5	3758-8	52		
3750-7	4	3760-1	69		
3750-8	3	3760-2	68		
3752-1	13	3760-3	67		
3752-2	12	3760-4	66		
3752-3	11	3760-5	65		
3752-4	2	3760-6	64		
3752-5	30	3760-7	63		
3752-6	1	3760-8	62		
3752-7	29	3762-1	80		
3752-8	28	3762-2	60		
3754-1	32	3762-3	50		
3754-2	27	3762-4	41		
3754-3	26	3762-5	31		
3754-4	25	3762-6	40		
3754-5	24	3762-7	91		
3754-6	23	3762-8	92		
3754-7	22	3764-1	90		
3754-8	21	3764-2	70		
3754-9	20	3764-3	101		
3754-10	19	3764-4	102		
3754-11	18	3764-5	103		
3754-12	17	3764-6	104		
3754-13	16	3764-7	81		
3754-14	15	3764-8	61		
3754-15	49	3764-9	93		
3754-16	14	3764-10	94		
3756-1	48	3764-11	95		
3756-2	47	3764-12	96		
3756-3	46	3764-13	97		
3756-4	45	3764-14	98		
3756-5	44	3764-15	99		
3756-6	43	3764-16	100		
3756-7	42	3766-1	82		
3756-8	51	3766-2	83		
3756-9	71	3766-3	84		
3756-10	39	3766-4	85		
3756-11	38	3766-5	86		
3756-12	37	3766-6	87		
3756-13	36	3766-7	88		
3756-14	35	3766-8	89		
3756-15	34	3768-1	72		
3756-16	33	3768-2	73		
3758-1	59	3768-3	74		
3758-2	58	3768-4	75		





H420077

FILED

APR 23 10 37 AM '82

FIRST AMENDMENT TO  
CONDOMINIUM DECLARATION  
FOR

CEDAR CREEK TOWNHOMES, A CONDOMINIUM COMMUNITY

*Quinta Rodriguez*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

04/23/82 00082999 H420077 9 10.00

WHEREAS, the condominium declaration for Cedar Creek Townhomes, a condominium community was originally filed for record in the Office of the County Clerk of Harris County, Texas and recorded in Volume 122, Page 57, Condominium Records, Harris County, Texas; and

WHEREAS, the First Amendment to the Condominium Declaration for Cedar Creek Townhomes was filed for record in the Office of the County Clerk of Harris County, Texas and recorded in Volume 122, Page 103, Condominium Records, Harris County, Texas; and

WHEREAS, Thomas H. Eikel, certified engineer and public surveyor, prepared the original surveys for said project which were incorporated in the original Condominium Declaration and recorded as hereinabove stated; and

WHEREAS, the percentage of area encompassed by Cedar Creek Townhomes, Unit 7, Building F and Unit 8, Building F were each erroneously designated in said surveys as being 0.0018 of the entire project; and

WHEREAS, the sale and development period as defined in the original declaration currently prevails since Wiscontech, Inc. presently owns more than ten (10%) percent of the condominium units in said project and less than three (3) years have transpired since the filing of the original document; and

WHEREAS, Wiscontech, Inc. hereby exercises its right to amend the original declaration pursuant to the provisions contained therein in order to reflect the correct percentage of area, and is joined herein by Thomas H. Eikel:

1. The percentage of area of Cedar Creek Townhomes Unit 7, Building F is hereby corrected to constitute 0.0018 of the total area encompassed by said project.
2. The percentage of area of Cedar Creek Townhomes Unit 8, Building F is hereby corrected to constitute 0.0118 of the total area encompassed by said project.

CEAR CREE  
1ST AMENDM  
TO DECLARA  
A CONDOMINI  
CONDOMINIUM  
HARRIS COUNT  
VOL. 123 1

IN WITNESS WHEREOF, this instrument is executed on the dates set out beside the signature of each of the parties below.

WISCONTECH, INC.

DATE: 4-21-82

By [Signature]  
Vice President

DATE: 4-21-82



[Signature]  
Thomas H. Eikel

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Robert J. Singer, Vice President of WISCONTECH, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21<sup>st</sup> day of

April, 1982.



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

PAULINE L. EVANS  
My Commission Expires 7/24/86

BEFORE ME, a Notary Public, on this day personally appeared Thomas H. Eikel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN TO MY HAND AND SEAL of this office this 21<sup>st</sup> day of

April, 1982.



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

PAULINE L. EVANS  
My Commission Expires 7/24/86

TOWNHOMES  
ENT  
TION  
A PROJECT  
RECORDS  
Y. TEXAS  
AGE 150

1ST AMENDMENT  
TO DECLARATION  
A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 123 PAGE 130

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED by  
the County Clerk on the date and at the time hereon  
shown by the day and day RECORDS, in the General  
Public Records of said County of Harris County, Texas on

APR 27 1962



*John L. ...*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

H302939

01/22/02 40056393 H302939 \$ 10.00

FIRST AMENDMENT TO  
CONDOMINIUM DECLARATION  
FOR  
CEDAR CREEK TOWNHOMES, A CONDOMINIUM COMMUNITY

THE STATE OF TEXAS   §  
                          §  
COUNTY OF HARRIS   §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the condominium declaration for Cedar Creek Townhomes, a condominium community was originally filed for record in the Office of the County Clerk of Harris County, Texas and recorded in Volume 122, Page 57, Condominium Records, Harris County, Texas; and

11  
2  
WHEREAS, CIMARRON DEVELOPMENT CORPORATION, a Texas corporation, called Declarant in the original Condominium Declaration for Cedar Creek Townhomes, has sold, transferred and conveyed unto WAYCO, INC., a Wisconsin corporation, the property described in Exhibit "A" to the Condominium Declaration and included therein; and

WHEREAS, Wayco, Inc. has subsequently sold, transferred and conveyed unto Wiscontech Inc., a Texas corporation, the property described in Exhibit "A" to the Condominium Declaration and included therein; and

WHEREAS, as a part of the consideration for the conveyance of the Cedar Creek Townhomes project, CIMARRON DEVELOPMENT CORPORATION agreed to complete the construction of said project and complete the filing of this Condominium Declaration and all other filings required by law to establish Cedar Creek Townhomes, a Condominium Community; and

WHEREAS, WISCONTECH, INC. wishes to join with CIMARRON DEVELOPMENT CORPORATION in the establishment of a Condominium Regime on said property and to include certain amendments to the original form of the Declaration in same;

1. CIMARRON DEVELOPMENT CORPORATION, named Declarant in the original Condominium Declaration, shall remain as the Declarant thereunder for purposes of completion of construction of the condominium project and establishment of the Condominium Regime for Cedar Creek Townhomes, but WISCONTECH, INC., being the owner of all of said property, is hereby named as the successor to CIMARRON DEVELOPMENT CORPORATION as Declarant under said Condominium Declaration, such succession to be effective from and after the date upon which the



first condominium unit in Cedar Creek Townhomes is sold to any party other than WISCONTECH INC. or WAYCO, INC.

2. CIMARRON DEVELOPMENT CORPORATION was erroneously named as owner of the project in the Condominium Declaration. At the time of filing of this First Amendment to the Condominium Declaration, Wiscontech, Inc. is the owner of the project and is joined in this amendment by Cimarron Development Corporation, the Declarant.

GUARANTY SAVINGS & LOAN ASSOCIATION, a Florida corporation, the owner and holder of certain indebtedness secured by a first lien encumbering the property comprising the Cedar Creek Townhomes joins herein solely for the purpose of evidencing its consent to the imposition of the herein described Condominium Regime upon the property encumbered by its lien.

IN WITNESS WHEREOF, this instrument is executed on the dates set out beside the signature of each of the parties below.

DATE: 1/7/82

CIMARRON DEVELOPMENT CORPORATION  
By [Signature]  
Its President

(2)  
10

ATTEST:  
[Signature]

DATE: 1-8-82

WISCONTECH, INC.  
By [Signature]  
Its President

10

ATTEST:  
[Signature]

DATE: 1/18/82

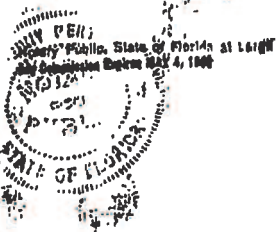
GUARANTY SAVINGS & LOAN ASSOCIATION  
By [Signature]

100

THE STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, on this day personally  
appeared Ronald Waller as Vice President  
President of GUARANTY SAVINGS & LOAN ASSOCIATION, a corporation, known to me  
to be the person whose name is subscribed to the foregoing instrument, and  
acknowledged to me that he executed the same for the purposes and considera-  
tion therein expressed, in the capacity therein stated and as the act and  
deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of  
January, 1982.



*[Signature]*  
Notary Public in and for  
Harris County, Texas

RECORDER'S MEMORANDUM:  
As 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 initials,  
numbers and characters were present at the time  
the instrument was filed and recorded.

FILED  
JAN 22 11 39 AM '82  
P. A. Redman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

-4-

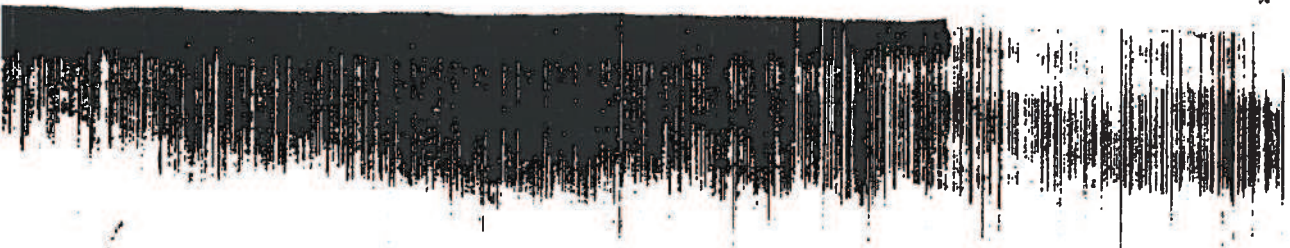
NOTARY PUBLIC  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in  
file number 2999 on the 22nd day of the month of January  
1982 by me and was duly RECORDED in the Official  
Public Records of said County of Harris County, Texas on

JAN 25 1982



*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Ret*  
Wiscontech, Inc.  
PO box 42812 #1290  
Houston, TX 77042



THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally  
appeared Davin Wilson  
President of CIMARRON DEVELOPMENT CORPORATION, a corporation, known to me to  
be the person whose name is subscribed to the foregoing instrument, and  
acknowledged to me that he executed the same for the purposes and considera-  
tion therein expressed, in the capacity therein stated and as the act and  
deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of  
January, 1982.

Holly L. Malone  
Notary Public in and for  
Harris County, Texas  
HOLLY L. MALONE  
Notary Public in and for Harris County, Texas  
My Commission Expires September 10, 1985

THE STATE OF Florida  
Brevard  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally  
appeared Kenneth E. Alles  
President of WISCOMTECH, INC., a corporation, known to me to be the person  
whose name is subscribed to the foregoing instrument, and acknowledged to me  
that he executed the same for the purposes and consideration therein expressed,  
in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8 day of  
January, 1982.

Notary Public, State of Florida at Large  
My Commission Expires March 13, 1983  
Qualified to Authenticate Out of County Copies

Lucretia B. Allen  
Notary Public in and for  
Harris County, Texas  
Brevard County, Florida