

## CONDOMINIUM DECLARATION

FOR

THE LODGE AT WALDEN

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Lodge at Walden, Inc., a Texas corporation, hereinafter called "Developer", is the sole owner in fee simple of that certain tract or parcel of land which is composed of the combination of the following described contiguous and adjoining lots, hereinafter collectively referred to as the "project tract of land", to-wit:

Being 2.2472 acres of land out of and a part of the Thos. Corner Survey Abstract No. 10, Montgomery County, Texas, and being more fully described by metes and bounds as follows:

COMMENCING at a point for the Northeast corner of a 192.554 acre Dan H. Madeley tract, said point also being on the 201 foot contour line of Lake Conroe as set by the San Jacinto River Authority, thence S. 43° 13' 00" W. along the east property line of said 192.554 acre tract a distance of 624.20 feet to an angle point, thence S. 05° 36' 28" W. continuing along said east property line a distance of 802.44 feet to a point, thence S. 84° 23' 32" E. crossing Melville Drive, 60 feet wide, recorded in Volume 11, Pages 17-18, of the Map Records of Montgomery County, a distance of 61.00 feet to the Point of Beginning of the herein described 2.2472 acre tract, said point also being on the east right-of-way line of said Melville Drive;

THENCE N. 05° 36' 28" E. following said east right-of-way line of Melville Drive a distance

of 451.58 feet to a point for a corner, said point lying on a curve to the left, said curve being the right-of-way line of Melville Drive;

THENCE continuing along said right-of-way line in a northerly direction along the arc of said curve to the left having a radius of 50.00 feet, a central angle of  $98^{\circ} 03' 06''$ , a distance of 85.57 feet to a point for a corner, said curve also having a long chord of 75.50 feet and a bearing of  $N. 35^{\circ} 02' 45'' E.$ , said corner also lying on another curve to the right;

THENCE along the arc of said curve to the right having a radius of 86.50 feet, a central angle of  $12^{\circ} 35' 27''$ , a distance of 19.01 feet to a point for a corner, end of said curve and the beginning of another curve to the left, said curve to the right also having a long chord of 18.96 feet and a bearing of  $N. 79^{\circ} 33' 05'' E.$ ;

THENCE along the arc of said curve to the left having a radius of 238.50 feet, a central angle of  $49^{\circ} 36' 09''$ , a distance of 206.48 feet to a point for the most northerly corner of the herein described 2.2472 acre tract, said corner also lying on the aforementioned 201 foot contour line of Lake Conroe, said curve to the left also having a long chord of 200.08 feet and a bearing of  $N. 61^{\circ} 02' 38'' E.$ ;

THENCE following the meanders of said 210 foot contour line as follows:

S.  $09^{\circ} 48' 23'' E.$  - 63.13 feet  
 S.  $07^{\circ} 05' 11'' W.$  - 179.35 feet  
 S.  $23^{\circ} 29' 48'' W.$  - 102.89 feet  
 S.  $33^{\circ} 24' 00'' W.$  - 87.76 feet  
 S.  $33^{\circ} 18' 00'' W.$  - 82.46 feet  
 S.  $11^{\circ} 44' 47'' W.$  - 112.06 feet

THENCE  $S. 39^{\circ} 11' 20'' E.$ , along said meanders, a distance of 50.66 feet to a point for a corner, said point also being the southeast corner of the herein described 2.2472 acre tract;

THENCE  $N. 84^{\circ} 23' 32'' W.$  a distance of 145.12 feet to the Point of Beginning and containing 2.2472 acres of land,

which property is described on the attached map or plat thereof marked Exhibit "A" which by this reference is made a part hereof and,

WHEREAS, Developer has developed and improved said project tract of land by erecting and constructing a condominium apartment project thereon, consisting of two (2) three-and-one-half-story apartment buildings containing a total of ninety (90) individual apartments, which are described on Exhibit "B", attach hereto and made a part hereof as if set out in full, together with certain improvements, structures and facilities as a part thereof and appurtenances thereto, which condominium apartment project is designated and shall be known as "The Lodge at Walden"; and,

WHEREAS, the Developer intends by this Declaration to submit said project tract of land and all of said apartment buildings, and other improvements, structures and facilities thereon, hereinafter collectively referred to as the "project property", to the provisions of and the condominium regime established by the Condominium Act of the State of Texas (hereinafter referred to as the "Act") so as to thereby establish a condominium regime under said Act and in respect to the project property:

NOW THEREFORE, in furtherance of said plan of condominium ownership and the purposes and intents thereof, said Developer, the sole owner in fee simple of said property and improvements, hereby makes the following declarations as to the divisions, descriptions, definitions, restrictions, covenants,

limitations, conditions, rights, privileges, obligations and liabilities which shall apply to, govern, control and regulate the sale, resale or other disposition, acquisition, ownership or use and enjoyment of said property and improvements in the real estate freehold estate, hereby specifying and agreeing that said declarations and the provisions shall be and constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of said real property and improvements together with their Grantees, successors, heirs, executors, administrators, devisees or assigns, to-wit:

(1) Said Developer, in order to establish said plan of condominium ownership for the hereinbefore described property and improvements, hereby expressly submits said property and improvements to the condominium regime established by the Texas Condominium Act as now existing, or hereafter amended, and does hereby covenant and agree that it hereby divides said property into the following separate freehold estates, to-wit:

(a) Each of the ninety (90) individual apartment spaces in said multiple-unit apartment buildings hereinafter described shall constitute a separate freehold estate. The boundaries of each such apartment space shall be, and are, the interior surfaces of the perimeter walls, floor, ceilings, and the exterior surfaces of balconies or patios, if any, and the unit includes both the portions of the building so described and the air space so encompassed, excepting the common elements. The

individual ownership of each apartment space herein defined shall further include the interior construction, interior dividing walls partitions, appliances, fixtures and improvements which are intended to exclusively serve such apartment space, such as interior room walls, floors or ceiling covering or finish, closets, cabinets, shelving, individual bathroom, kitchen fixtures, plumbing and appliances, individual air conditioning units, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such apartment which may be removed, replaced, disposed of or otherwise treated without affecting any apartment space or the ownership, use or enjoyment thereof. None of the land in this project on which any apartment is located shall be separately owned as all land in this project shall constitute part of the property (general common elements) as hereinafter defined and shall be owned in common by the owners of the apartment units in this condominium project.

(b) The general common elements of the property as described and defined in Paragraph 8 below and the respective undivided interest therein of each owner of an undivided apartment space shall constitute a freehold estate, and it is hereby covenanted and stipulated that each such undivided interest in the general common elements shall be held and owned, together with and may not be sold, conveyed or otherwise disposed of or encumbered separate from the individual apartment to which it is allocated.

(2) For the purposes of this Declaration, the ownership of each apartment space shall include the apartment space itself and the respective undivided interest in the general common elements allocated to the apartment space, and such apartment space and undivided interest in the general common elements shall together constitute an apartment unit.

(3) The land heretofore described, known as the project tract of land, together with all improvements thereon, is hereby submitted to the said condominium regime.

(4) Exhibit "A", above referred to, is a survey plat which depicts said land as above described and the location of the three-and-one-half-story multiple-unit apartment buildings located thereon, denoted as Buildings A & B.

(5) Each of the multiple-unit apartment buildings shown and denoted on the above mentioned plat is generally described as follows:

Building A--containing forty-five (45) apartments, numbered 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314 and 315, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building A, hereto attached marked Exhibits "C" and "D".

Building B--containing forty-five (45) apartments, numbered 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126,

127, 128, 129, 130, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329 and 330, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building B, hereto attached marked Exhibits "E" and "F".

(6) The ninety (90) apartment spaces above described and which shall be individually conveyed and owned, each have a direct exit to a thoroughfare or a given common space leading to a thoroughfare, are of the twelve (12) following types:

Type 1 (First Floor Efficiency)	Approximately 343 sq. ft.
Type 2 (Second Floor Efficiency)	Approximately 343 sq. ft.
Type 3 (Third Floor Efficiency)	Approximately 343 sq. ft.
Type 4 (First Floor 1 BR)	Approximately 584 sq. ft.
Type 5 (Second Floor 1 BR)	Approximately 584 sq. ft.
Type 6 (Third Floor 1 BR)	Approximately 584 sq. ft.
Type 7 (First Floor 1 BR)	Approximately 680 sq. ft.
Type 8 (First Floor 1 BR w/fireplace)	Approximately 680 sq. ft.
Type 9 (Second Floor 1 BR)	Approximately 680 sq. ft.
Type 10 (Second Floor 1 BR w/fireplace)	Approximately 680 sq. ft.
Type 11 (Loft Penthouse)	Approximately 901 sq. ft.
Type 12 (Loft Penthouse w/fireplace)	Approximately 901 sq. ft.

(7) The undivided title and interest of each owner of an apartment space in the general common elements of the property defined in Paragraph 8, below, and their proportionate share in the common expenses of said general common elements, as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners of this condominium project, is as follows, to-wit:

Type 1 -	.715%
Type 2 -	.790%
Type 3 -	.861%
Type 4 -	.970%

Type 5	-	1.041%
Type 6	-	1.113%
Type 7	-	1.077%
Type 8	-	1.148%
Type 9	-	1.148%
Type 10	-	1.220%
Type 11	-	1.400%
Type 12	-	1.473%

The above percentages fixing the undivided interest of each apartment owner in the general common elements and his share of the common expenses and voting representation cannot be changed except by the written consent of each and every owner and mortgagee of an apartment unit in this condominium project, duly executed, acknowledged and filed for record as a partial amendment to this Declaration and Developer, its successors, assigns and grantees and their successors, heirs, executors, administrators, devisees and grantees hereby covenant and agree that the elements constituting an apartment unit, that is the individual apartment and the undivided interest in the general common elements allocated to it, shall be held and owned together and such elements shall not be separated or separately sold, conveyed or otherwise disposed of or encumbered.

(8) The "general common elements" of the property and of this project include and are defined as all of the project tract of land above described and the buildings, structures and improvements thereon, save and except the ninety (90) individual apartment spaces contained in said multiple-unit apartment buildings which are to be individually and separately owned, and specifically includes, but is not limited to, all land, building



foundations, bearing walls and columns, roofs, common hallways, elevators, lobbies, stairways, entrances, exits, or communication ways, yards, gardens, swimming pool, bath house, dock, pavement, pipes, wires, conduits, and other facilities serving the project, and the other elements or items herein or in said Act defined as common elements of the property, and in general, such common elements shall consist of all the land and improvements and appurtenances of every type thereon, excepting said apartment spaces which are to be individually and separately conveyed and owned.

(9) The following portion of the general common elements are hereby set aside and allocated for the restricted use of the respective apartment spaces as is below designated, and said elements shall be known, only so far as the use thereof is concerned, as "limited common elements" but such restriction as to use shall not affect the ownership of same, and the same shall be owned as part of the general common elements, to-wit: (a) patios for apartments 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114 and 115, Building A, and apartments 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129 and 130, Building B, as more fully described in Exhibits "C" and "E", attached hereto and made a part hereof, to which reference is hereby made for all purposes; (b) balconies for apartments 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314 and 315, Building A, and apartments 216, 217, 218, 219,

220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329 and 330, Building B, as more fully described in Exhibits "C" through "F", attached hereto and made a part hereof, to which reference is hereby made for all purposes; and (c) porches for apartments 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314 and 315, Building A, and apartments 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329 and 330, Building B, as more fully described in Exhibits "C" through "F", attached hereto and made a part hereof, to which reference is hereby made for all purposes, and the use of said areas is hereby restricted to the owners of said apartments.

(10) Said Developer, its successors and assigns, by this Declaration, and all future owners, lessees, tenants or other occupants of the apartment units in this project, by their acceptance of their deeds, leases, rental agreements or possession of any such apartment unit, hereby covenant and agree as follows:

(a) That the common elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for a condominium regime.

(b) That the apartment units shall be occupied and used only for residential purposes, as a private dwelling or rental unit, and that no professional, business or commercial use shall be made of the same. This restriction is for the benefit of all apartment units in this condominium project and in addition to other rights or remedies, any violation or threatened violation hereof may be enjoined or prevented by suit for injunction at the instance of any owner or owners of other apartment units or the Board of Administration of this condominium regime.

(c) The owners of the respective apartment spaces shall not be deemed to separately own the basic structural and supporting portions of the perimeter walls and/or bearing walls, floors and ceilings surrounding his respective apartment space, nor shall such owner be deemed to separately own pipes, wires, conduits or other public utility lines running through said respective apartment spaces which are utilized for or serve more than one apartment space, but the same shall be owned as tenants in common as part of the common elements of the property, however, each apartment owner shall have an easement in the interest of the other owners in and to the aforesaid elements and facilities as shall be necessary for the support, maintenance, use and enjoyment of his apartment; such owner, however, shall be deemed to separately own the walls and partitions which are contained within the perimeter walls of said owner's respective apartment space, and shall also be deemed to own the inner decorated and/or finished

surfaces of the perimeter walls, floors and ceilings and the facilities, fixtures and equipment built or placed in said apartment space for the exclusive service and convenience of such apartment space.

(d) The owners of the respective apartment spaces agree that if any portion of the common elements encroaches upon the apartment space, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any portion of any multi-unit apartment building is partially or totally destroyed, and then rebuilt or reconstructed, the owners of apartment spaces agree that valid easements shall exist for any resulting encroachments.

(e) The owner of an apartment unit, upon acquisition of same, shall automatically become a member of the Council of Co-Owners of this condominium project and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership shall automatically cease. The Council of Co-Owners shall elect from among its members a Board of Administration to consist of not less than three (3) members, who shall serve in such office without pay or compensation for such term as specified in the By-Laws of this condominium project or until their successors are duly elected in accordance with the provisions of such By-Laws. Such Board of Administration shall manage and govern the affairs of the Council of Co-Owners, and it shall have such powers, functions, authority, duties, obligations

and responsibilities as shall be specified in said By-Laws and/or as may be delegated to it from time to time by the Council of Co-Owners.

(f) The owners of apartment units agree that the government and administration of the condominium shall be in accordance with this Declaration and the By-Laws which are attached hereto as Exhibit "G" and made a part hereof, which By-Laws may be amended from time to time by the Council of Co-Owners in accordance with the provisions thereof, and any and all such amendments, duly certified to by the presiding officer of the Board of Administration or other person authorized to make such certifications of such By-Laws, shall be filed for record as a partial amendment to said Exhibit "G" attached hereto.

(g) That each owner, tenant or occupant of any apartment unit shall comply with the provisions of the Declaration, the By-Laws, and the valid decisions and resolutions of the Council of Co-Owners, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages and/or for injunctive relief.

(h) This Declaration shall not be revoked or any of the provisions hereof amended unless all of the owners of the apartment spaces in this condominium project and all of the mortgagees or beneficiaries of mortgagees or deeds of trust covering the apartment units unanimously agree to such revocation or amendment by duly recorded instruments.

(i) All owners of apartment units in this condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by the By-Laws of this project or by resolution of said Council of Co-Owners, their pro-rata share, in the percentages above fixed and set out for each apartment unit, of the expenses of administration, upkeep, maintenance and repair of the general common elements of this project, and in the proper care of the limited common elements, as any and all such common elements are described and defined in this Declaration, and of any other valid expense or charge assessed pursuant to authority given by said Act, or this Declaration or said By-Laws, each of which assessments shall become due and payable within ten (10) days from the date each such assessment is made unless otherwise specified in the By-Laws, and such assessments shall become liens against the respective apartment units for their pro-rata share thereof at the time such assessments become due and payable unless otherwise specified in said By-Laws. No owner shall be exempt from contributing toward such expenses, charges, costs or assessments by waiver of the use or enjoyment of the common elements, either general or limited, or by abandonment of the apartment belonging to him.

(11) All liens for assessments made by the Council of Co-Owners, or by the Board of Administration when authorized to do so as aforesaid, shall be prior to other liens, except that such

liens for said assessments shall be subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the city, county and state governments or any political subdivision or special district thereof, and (2) liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for common expenses become due. The lien of the Council of Co-Owners for assessments shall be freely assignable. Such lie for assessments herein provided may be foreclosed, without prejudice and subject to the aforesaid liens, by the holder thereof in the same manner as either a vendor's lien, or as is provided for foreclosure of a contractual deed of trust lien on real property under Vernon's Annotated Civil Statutes of Texas, Article 3810, or by judicial foreclosure. In the event of foreclosure under such Article 3810, the Council shall be entitled to designate a Trustee by instrument recorded in the Office of the County Clerk of Montgomery County, Texas, and upon such recording, such Trustee shall, at the request of the Council of Co-Owners, give notice of sale as required by such Article 3810 and sell such apartment, or interest therein, to the highest bidder for cash at the Courthouse door of Montgomery County, Texas, at public vendue and at the time as provided in said Statute, it being understood that the recitations contained in the Trustee's deed shall be conclusively presumed true and correct. In the event foreclosure proceedings are followed as stated hereinabove, reasonable attorney's fees shall

be included as a part of the lien for assessments which is the basis of said foreclosure. No such foreclosure shall affect or impair any such prior liens. The Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners of the apartment units in this project, shall have power to bid on the apartment unit foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same in behalf of such Co-Owners. The purchaser acquiring title to such apartment unit at such foreclosure sale, whoever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Council of Co-Owners chargeable to such apartment unit which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of the apartment units in this project, including such purchaser or acquirer, his successors and assigns, on a pro-rata basis.

(12) Upon the sale or conveyance of an apartment unit, all unpaid assessments against the selling Co-Owner for his pro-rata share of the common expenses and charges shall be first paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (a) Assessments, liens and charges in favor of state and any political subdivision thereof for taxes due and unpaid on the apartment unit; and



(b) Amounts due under mortgage instruments duly recorded.

(13) Any purchaser of an apartment unit, upon request prior to his purchase, shall be entitled to a statement from the Board of Administration as to the amount of the unpaid assessments and charges against the particular apartment unit to be sold and purchased, and such purchaser shall not be liable, nor shall the apartment unit sold be subject to any lien for any unpaid charge or assessment made by the Council of Co-Owners against the seller or his apartment unit in excess of the amount set forth in said statement for the period covered by such statement. Further provided, that any existing mortgagee of an apartment unit under a mortgage instrument duly recorded shall be entitled upon written request at least annually to a statement from the Board of Administration regarding any unpaid assessments due from the owner of such apartment unit, but the failure of such statement to recite any unpaid assessment shall not relieve the owner from liability therefor nor affect any lien therefor.

(14) Each apartment space shall be used and occupied only as a single-family dwelling and residential housing accommodation, or for rental purposes, and no apartment space shall be altered, remodeled, subdivided or converted into more than one dwelling unit or housing accommodation.

(15) The Council of Co-Owners may, upon resolution of a majority, or if required or provided for in the Declaration or the By-Laws, obtain and continue in effect blanket property insurance

to insure the buildings and the owners thereof against risks of whatever character, without prejudice to the right of each Co-Owner to insure his own apartment on his own account and for his own benefit. Such insurance may be written in the name of the Council of Co-Owners or any person designated in the By-Laws or this Declaration as a trustee for each apartment owner and each apartment owner's mortgagee, if any. Each Co-Owner and his mortgagee, if any, shall be a beneficiary, even though not expressly named, in the percentages or fractions established in Paragraph 7 of this Declaration. The insurance cost and premiums for any blanket insurance coverage shall be a common expense to be paid by monthly or other periodic assessments as determined by the Board of Administration or the Council of Co-Owners, and all such payments collected on insurance shall be used solely for the payment of such insurance cost or premiums as the same become due. Each Co-Owner shall pay his pro-rata share of the cost of such insurance in proportion to his beneficial interest therein.

(16). In case of fire or other disaster or damage to or destruction of any property subject to this Declaration, the insurance proceeds shall be applied or disbursed, and the repair, reconstruction or disposition of such property and the obligations of the Co-Owners shall be as provided for by Sections 20 and 21, and any other pertinent or applicable provisions of the Texas Condominium Act.

(17) If the owner of any apartment unit in this condominium project shall desire to sell his apartment unit and receive an offer for the purchase of same which he would be willing to accept, such owner shall not sell such apartment unit without first giving the Board of Administration of this condominium project the right of first refusal to purchase such apartment unit, in behalf of the Council of Co-Owners of this project, for the same terms and conditions as stipulated in such offer received. Such right of first refusal shall be given by written notice to the Board of Administration which shall be transmitted by U. S. REGISTERED MAIL or CERTIFIED MAIL, with return receipt requested, and shall set out the price, terms and conditions stipulated in said offer received and the name and address of the person making such offer; and such notice shall be deemed given as of the date of such registered or certified mailing as evidenced by the post office receipt therefor. If such Board of Administration shall not elect to purchase said apartment unit for such price and on such terms and conditions specified in said notice within thirty (30) days from date such notice is given, then such owner may sell said apartment unit to the person or persons making such offer, and in such case it shall be the duty and obligation of said Board of Administration to certify in writing, to be duly acknowledged and in recordable form, that said selling owner has complied with all the provisions hereof and that such Board of Administration has

declined to purchase such apartment unit. The Board of Administration is hereby authorized, at its discretion, to waive the provisions of this paragraph in respect to any apartment unit or units at any time, provided that each waiver shall be in writing to be duly executed and acknowledged and in recordable form; and, whenever any such waiver may be given by the Board of Administration in respect to any apartment unit or units, the owner or owners of such apartment unit or units in respect to which such waiver is given may sell the same without regard to the provisions of this paragraph and without giving the Board of Administration the right of first refusal to purchase the same. The provisions of this paragraph shall not be applicable to the Developer on units completed and owned by the Developer but remaining unsold.

(18) Owners of apartment units agree and adopt each and every provisions, restriction, dedication, covenant, stipulation and reservation contained in and imposed by those certain "RESTRICTIONS - THE LODGE AT WALDEN" which are attached hereto as "Exhibit H" and made a part hereof.

(19) All notices, communications and remittances to the Board of Administration shall be sent to it at its mailing address which may be established from time to time and of which the owners in this project shall be notified.

(20) In the event any of the declarations or provisions hereof shall be finally held invalid or unenforceable by any Court of competent jurisdiction, the same shall not affect the validity or enforceability of any of the other declarations and provisions hereof. If any declaration or provision herein contained shall be susceptible of two or more interpretations, the interpretation which shall most nearly be in accord with the purposes and intents hereof shall govern.

(21) In the event of the omission herefrom of any declaration, stipulation or provision which shall be vital, necessary or expedient for the accomplishment of the purposes and intents of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all omitted matter shall be supplied herein by inference and/or by reference to the provisions of the Texas Condominium Act under which this condominium regime is established, and such provisions of such Act are hereby made a part hereof by reference thereto.

DATED AND EXECUTED by the undersigned "Developer" and "Lienholder" this the 24 day of June, 1975.

THE LODGE AT WALDEN, INC.  
"Developer"

By [Signature]  
President

ATTEST:

[Signature]  
asst. Secretary

WESTERN BANK  
"Lienholder"

By [Signature]  
President

ATTEST:

[Signature]  
Vice Pres + Cashier ~~Secretary~~

THE STATE OF TEXAS    I  
COUNTY OF HARRIS    I

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared L. Conrad Weil, Jr., 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 THE LODGE AT WALDEN, INC., a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup> day of June, 1975.

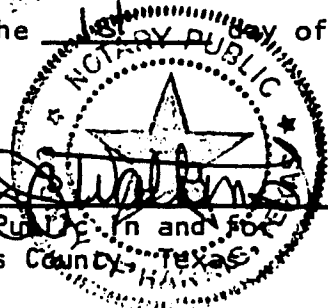
E. L. Untermeyer  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS    I  
COUNTY OF HARRIS    I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. Hazel Blackshear, 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 WESTERN BANK, a bank organized under the laws of the State of Texas, and that he executed the same as the act of the said WESTERN BANK for the purposes and consideration therein expressed and in the capacity therein stated.

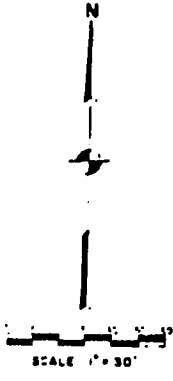
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of July, 1975.

Mary Jo Watkins  
Notary Public in and for  
Harris County, Texas

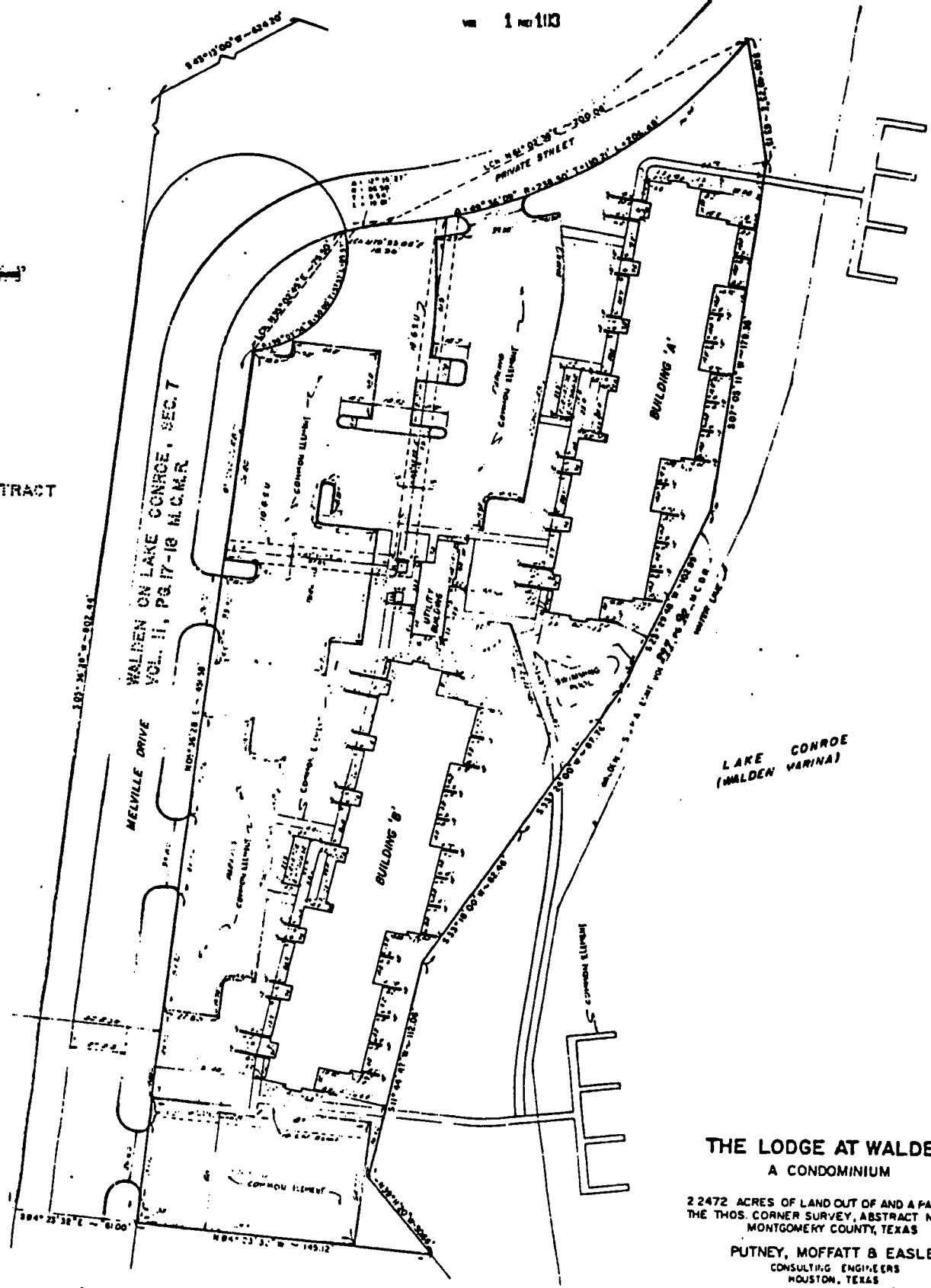


MARY JO WATKINS

1 of 113



MADELEY TRACT



LAKE CONROE  
(WALDEN MARINA)

**THE LODGE AT WALDEN**  
A CONDOMINIUM

2.2472 ACRES OF LAND OUT OF AND A PART OF  
THE THOS. CORNER SURVEY, ABSTRACT NO. 10  
MONTGOMERY COUNTY, TEXAS

PUTNEY, MOFFATT & EASLEY  
CONSULTING ENGINEERS  
HOUSTON, TEXAS

## EXHIBIT "B"

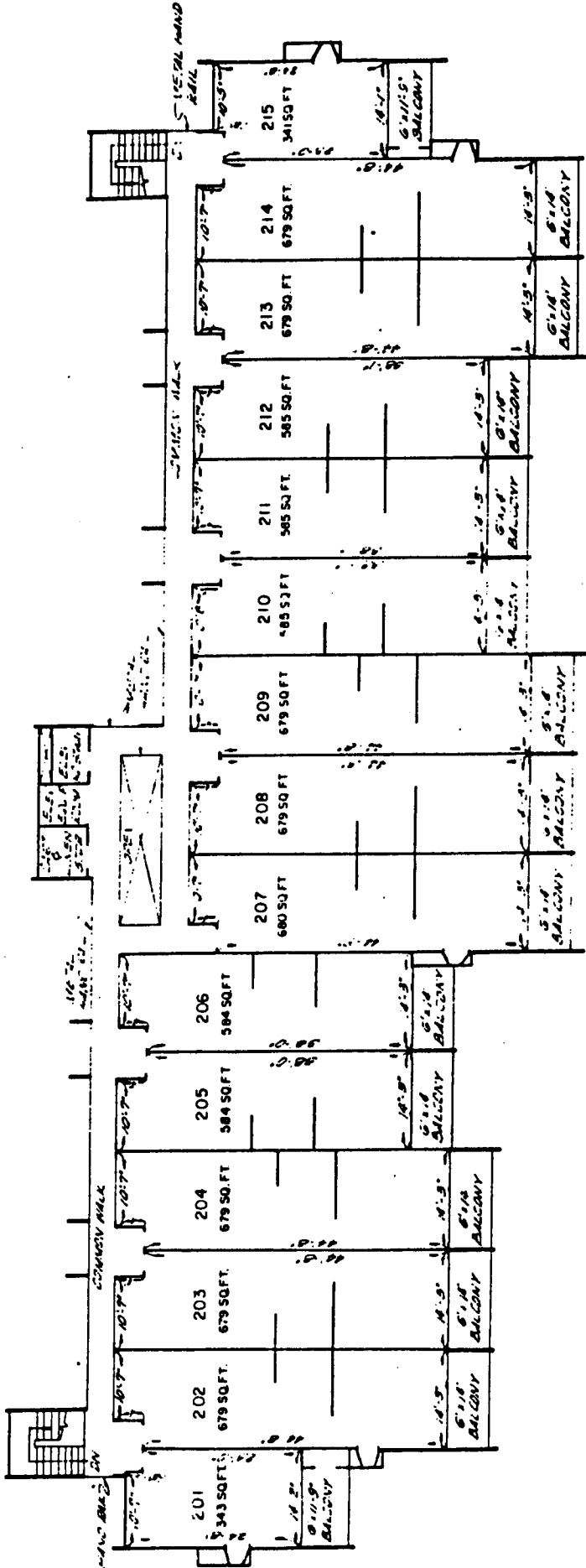
<u>Type</u>	<u>Description</u>	<u>Approximate Square Footage</u>	<u>Percentage of Ownership</u>
1	First Floor Efficiency	343 sq. ft.	.715%
2	Second Floor Efficiency	343 sq. ft.	.790%
3	Third Floor Efficiency	343 sq. ft.	.861%
4	First Floor-1 Bedroom	584 sq. ft.	.970%
5	Second Floor-1 Bedroom	584 sq. ft.	1.041%
6	Third Floor-1 Bedroom	584 sq. ft.	1.113%
7	First Floor-1 Bedroom	680 sq. ft.	1.077%
8	First Floor-1 Bedroom w/fireplace	680 sq. ft.	1.148%
9	Second Floor-1 Bedroom	680 sq. ft.	1.148%
10	Second Floor-1 Bedroom w/fireplace	680 sq. ft.	1.220%
11	Loft Penthouse	901 sq. ft.	1.400%
12	Loft Penthouse w/fireplace	901 sq. ft.	1.473%

<u>Type</u>	<u>Apartments</u>	<u>Building</u>
1	101, 115	A
	116, 130	B
2	201, 215	A
	216, 230	B
3	301, 315	A
	316, 330	B
4	105, 106, 110, 111, 112	A
	119, 120, 121, 125, 126	B
5	205, 206, 210, 211, 212	A
	219, 220, 221, 225, 226	B

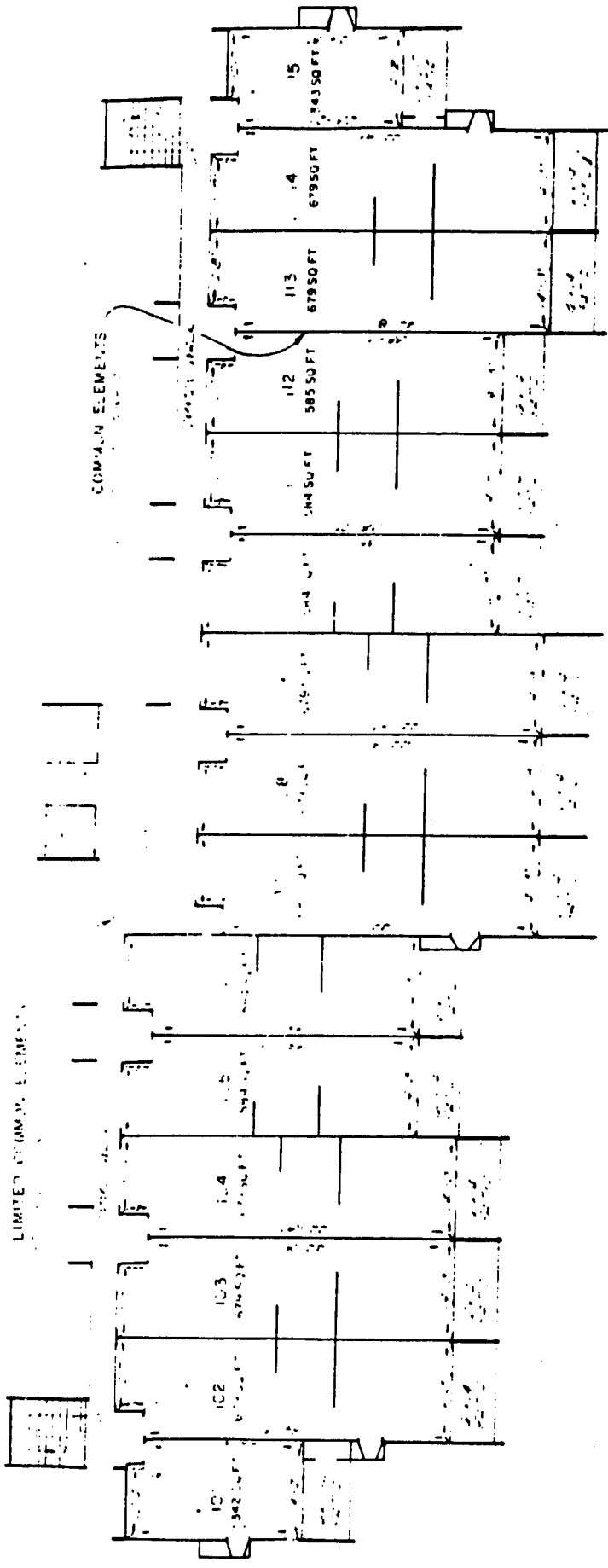


EXHIBIT "B"  
Page 2

<u>Type</u>	<u>Apartments</u>	<u>Building</u>
6	305, 306, 310, 311, 312 319, 320, 321, 325, 326	A B
7	103, 104, 108, 109, 113 118, 122, 123, 127, 128	A B
8	102, 107, 114 117, 124, 129	A B
9	203, 204, 208, 209, 213 218, 222, 223, 227, 228	A B
10	202, 207, 214 217, 224, 229	A B
11	303, 304, 308, 309, 313 318, 322, 323, 327, 328	A B
12	302, 307, 314 317, 324, 329	A B

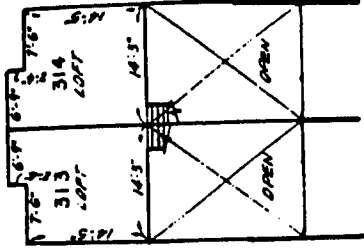
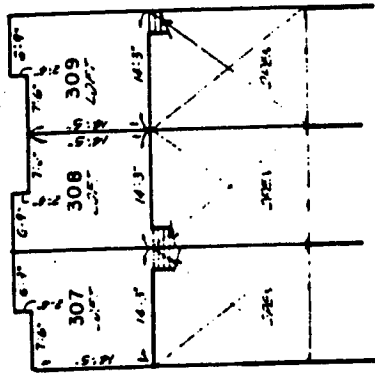
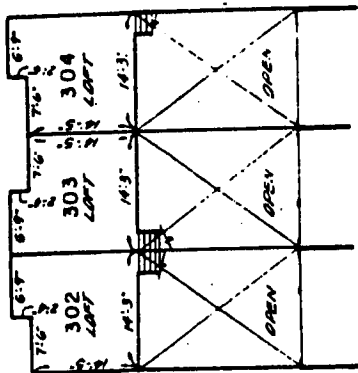


BUILDING 'A'  
SECOND FLOOR PLAN

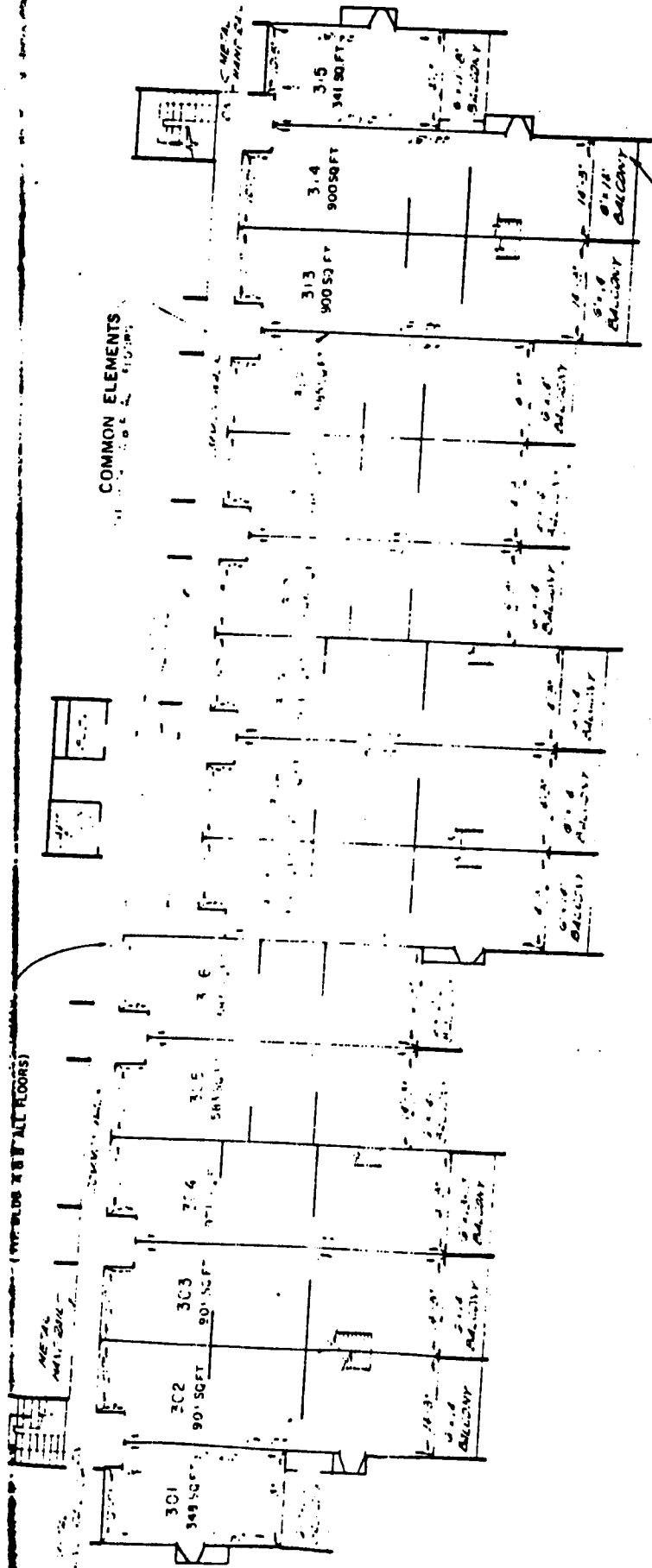


LIMITED COMMON ELEMENTS (TYPE OR ABB ALL FLRS)

BUILDING 'A'  
FIRST FLOOR PLAN



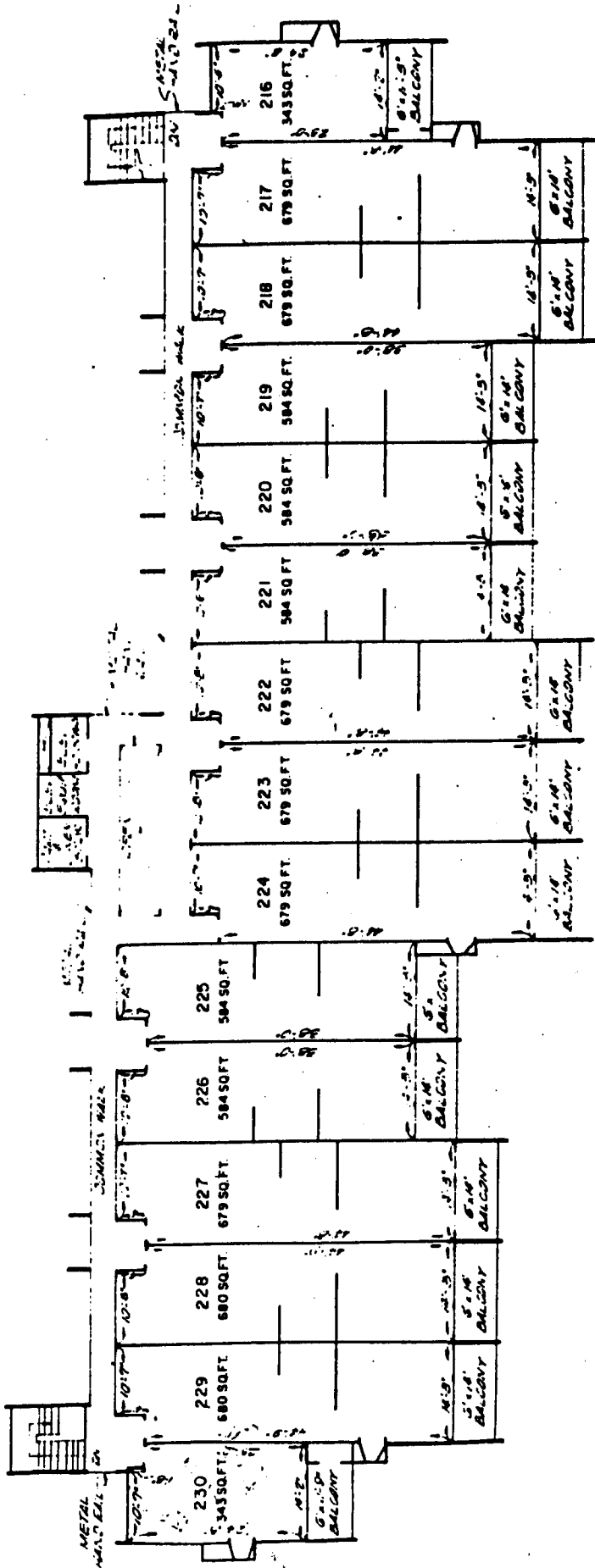
BUILDING 'A'  
LOFT PLAN



COMMON ELEMENTS

LIMITED COMMON ELEMENTS  
(TYP BLDG A & B ALL FLOORS)

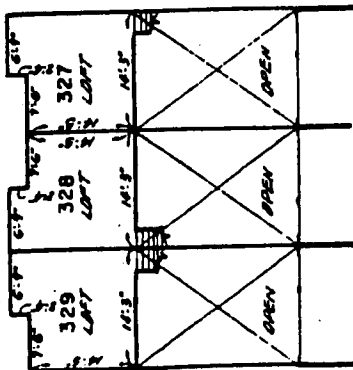
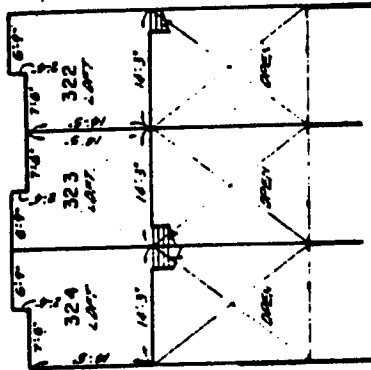
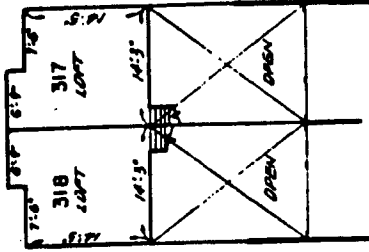
BUILDING 'A'  
THIRD FLOOR PLAN



BUILDING 'B'  
SECOND FLOOR PLAN

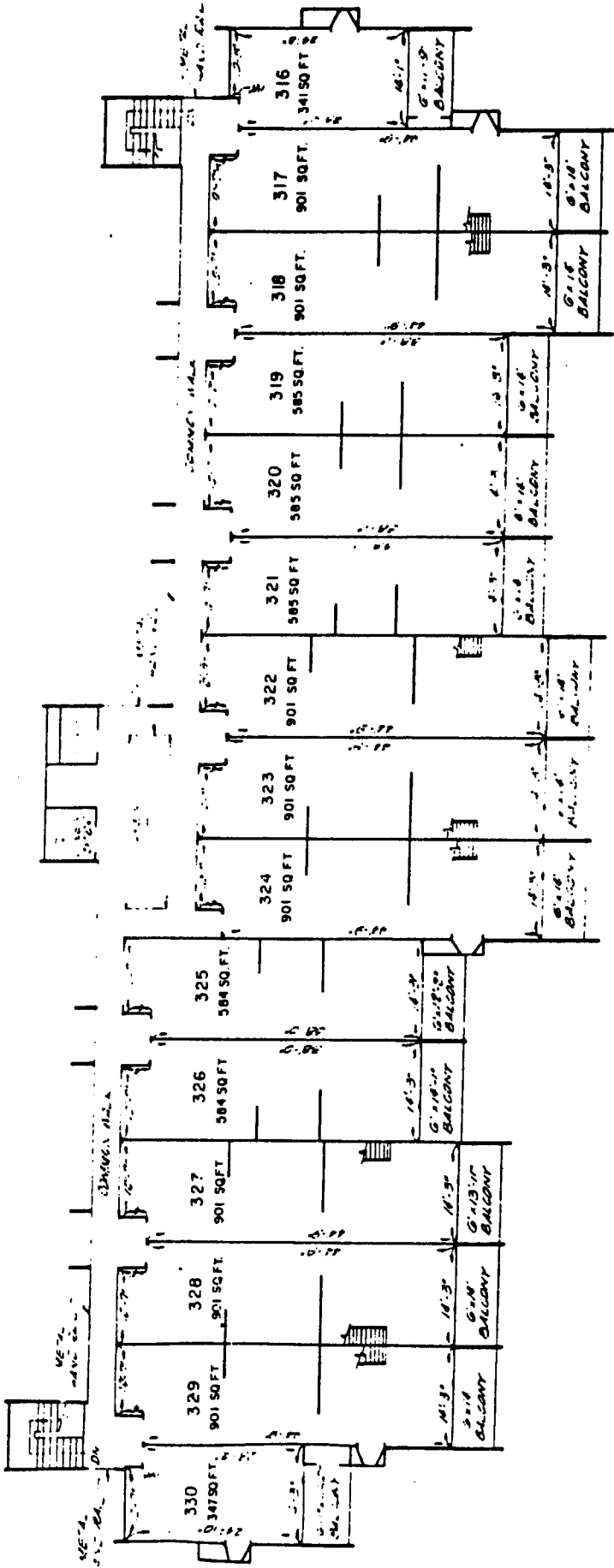


BUILDING 'B'  
FIRST FLOOR PLAN



BUILDING 'B'  
LOFT PLAN





BUILDING 'B'  
THIRD FLOOR PLAN

EXHIBIT "G"

BY-LAWS

OF

THE LODGE AT WALDEN

A CONDOMINIUM APARTMENT PROJECT

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Lodge at Walden, Inc., a Texas corporation, is the sole owner of the real property hereinafter described, and has improved and developed said property by constructing an apartment project thereon, consisting of two (2) multiple-unit apartment buildings, containing a total of ninety (90) individual apartments, together with certain other facilities and structures as appurtenances thereto, which apartment project is known as "The Lodge at Walden Condominium"; and

WHEREAS, The Lodge at Walden, Inc. desires to establish the By-Laws pertaining to the operation of said project;

NOW, THEREFORE, The Lodge at Walden, Inc. does hereby establish the following By-Laws governing the said The Lodge at Walden Condominium:

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

1. The Lodge at Walden Condominium located on the following described land is hereby submitted to the provisions of the Texas Condominium Act:

Being 2.2472 acres of land out of and a part of the Thos. Corner Survey Abstract No. 10, Montgomery County, Texas, and being more fully described by metes and bounds as follows:

COMMENCING at a point for the Northeast corner of a 192.554 acre Dan H. Madeley tract, said point also being on the 201 foot contour line of Lake Conroe as set by the San Jacinto River Authority, thence S. 43° 13' 00" W. along the east property line of said 192.554 acre tract a distance of 624.20 feet to an angle point, thence S. 05° 36' 28" W. continuing along said east property line a distance of 802.44 feet to a point, thence S. 84° 23' 32" E. crossing Melville Drive, 60 feet wide, recorded in Volume 11, Pages 17-18, of the Map Records of Montgomery County, a distance of 61.00 feet to the Point of Beginning of the herein described 2.2472 acre tract, said point also being on the east right-of-way line of said Melville Drive;

THENCE N. 05° 36' 28" E. following said east right-of-way line of Melville Drive a distance of 451.58 feet to a point for a corner, said point lying on a curve to the left, said curve being the right-of-way line of Melville Drive;

THENCE continuing along said right-of-way line in a northerly direction along the arc of said curve to the left having a radius of 50.00 feet, a central angle of 98° 03' 06", a distance of 85.57 feet to a point for a corner, said curve also having a long chord of 75.50 feet and a bearing of N. 35° 02' 45" E., said corner also lying on another curve to the right;

THENCE along the arc of said curve to the right having a radius of 86.50 feet, a central angle of 12° 35' 27", a distance of 19.01 feet to a point for a corner, end of said curve and the beginning of another curve to the left, said curve to the right also having a long chord of 18.96 feet and a bearing of N. 79° 33' 05" E.;

THENCE along the arc of said curve to the left having a radius of 238.50 feet, a central angle of 49° 36' 09", a distance of 206.48 feet to a point for the most northerly corner of the herein

described 2.2472 acre tract, said corner also lying on the aforementioned 201 foot contour line of Lake Conroe, said curve to the left also having a long chord of 200.08 feet and a bearing of N. 61° 02' 38" E.;

THENCE following the meanders of said 210 foot contour line as follows:

S. 09° 48' 23" E. - 63.13 feet  
S. 07° 05' 11" W. - 179.35 feet  
S. 23° 29' 28" W. - 102.89 feet  
S. 33° 24' 00" W. - 87.76 feet  
S. 33° 18' 00" W. - 82.46 feet  
S. 11° 44' 47" W. - 112.06 feet

THENCE S. 39° 11' 20" E., along said meanders, a distance of 50.66 feet to a point for a corner, said point also being the southeast corner of the herein described 2.2472 acre tract;

THENCE N. 84° 23' 32" W. a distance of 145.12 feet to the Point of Beginning and containing 2.2472 acres of land.

2. The provisions of these By-Laws shall be applicable to the said The Lodge at Walden Condominium.

3. All present or future owners, tenants, future tenants, mortgagees, or future mortgagees, or the employees of either of them, or any person that might use the facilities of The Lodge at Walden Condominium in any manner, are subject to these By-Laws and to the Enabling Declaration. Any person, firm or corporation acquiring, leasing, occupying or renting any of the units in The Lodge at Walden Condominium accepts and ratifies these By-Laws and the Enabling Declaration and agrees that the terms and provisions of both will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

1. Voting shall be on a percentage basis. The percentage of the vote to which each owner is entitled is the percentage established for undivided ownership in the general common element by Paragraph 7 of the Enabling Declaration.

2. As used in these By-Laws, the term "majority of owners" shall mean those owners possessing fifty-one (51%) percent of the total votes in accordance with the percentage established for undivided ownership in the general common elements by Paragraph 7 of the Enabling Declaration.

3. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

4. Votes may be cast in person or by proxy; proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

1. The Board of Administration shall designate a Managing Agent with the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and who shall be authorized to do all such acts and things as are not by law or these By-Laws directed to be done and/or exercised by

the owners and in accordance with a Management Contract if one is approved by the Council of Co-Owners.

2. In addition to duties imposed by these By-Laws or by resolution of the Council of Co-Owners, the Agent shall be responsible for the following:

(a) Care, upkeep and surveillance of the condominium and the common elements and facilities and the limited common elements and facilities.

(b) Assessing and collecting the monthly assessments from the owners and any special assessments authorized by the Council of Co-Owners under Paragraph 10, Section i, of the Enabling Declaration.

(c) Keeping a book with a detailed account of the receipts and any other expenses incurred by, or in behalf of, the condominium. Both the book and the 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 organization.

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the condominium, the common elements and facilities and the limited common elements and facilities.

(e) Without limiting the rights of any owner, action may be brought by Agent, or other persons designated by the By-Laws or the Council of Co-Owners, in either case in the discretion of the Council of Co-Owners, on behalf of two or more of the apartment owners, as their respective interests may appear, with respect to any cause of action relating to the common elements or more than one apartment.

3. The Agent shall conduct this business for the Co-Owners for a cost to be determined by the Co-Owners and the Agent.

4. Agent shall have the right to engage in rental contracts with the individual owners as the sole rental agent, this being a contract with each owner at his option. Nothing herein shall require the owner to rent his unit and further nothing herein shall require the owner to use the Agent, or any employee of the Agent, it being understood that the owner may, at his discretion, either rent or not rent his unit, and if he does desire to rent his unit, it is understood that he may use any rental agent he so desires.

#### ARTICLE IV

##### OFFICERS

1. The principal officers of the Council of Co-Owners shall be a President, a Vice-President and a Secretary-Treasurer, all of whom shall be elected by and from the Council of Co-Owners, and be known as the Board of Administration. The officers may

appoint an Assistant Secretary-Treasurer and such other officers as in their judgment may be necessary.

2. The officers of the Council of Co-Owners shall be elected annually and shall hold office for one (1) year.

3. Upon an affirmative vote of a majority of the members of the Council of Co-Owners any officer may be removed, either with or without cause, and his successor elected at any regular meeting or at any special meeting called for such purpose.

4. The President shall be the chief executive officer. He shall preside at all meetings of the Council of Co-Owners. He shall have all of the general powers and duties, which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from the owners from time to time as he may decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Council of Co-Owners shall appoint some other member of the Co-Owners to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Council of Co-Owners.

6. The Secretary-Treasurer shall keep the minutes of all meetings of the Council of Co-Owners and he shall have



charge of such books and papers as may be directed, and he shall, in general, perform all the duties incidental to the office of Secretary. He shall also have responsibility for the funds and securities belonging to the Council of Co-Owners, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council of Co-Owners in such depositories as may from time to time be designated by the Council.

7. Officers, as such, shall not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any officer from serving the Council of Co-Owners in any other capacity and receiving compensation therefor. The salaries for officers for services other than as such shall be fixed by the members of the Co-Owners.

#### ARTICLE V

##### OBLIGATIONS OF THE OWNERS

1. All owners of units in the condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by these By-Laws or by resolution of the Council of Co-Owners, their pro-rata part, in the same percentages established for undivided ownership of the general common elements by Paragraph 7 of the Enabling Declaration

of the expenses of administration, upkeep, maintenance, and repair of the general common elements of the condominium, and in the proper case, of the limited common elements, as any and all such common elements are described and defined in said Declaration, and toward any other expense lawfully agreed upon by the Council of Co-Owners, each of which assessments shall become due and payable within ten (10) days from the date each such assessment is made, unless otherwise specified in the assessment. All such assessments shall pro-rata become liens against the respective units of the project at the time each of such assessments becomes due and payable, subordinate, however, to certain other liens as stated in the Enabling Declaration. These assessments may include, but are not limited to amounts necessary to pay premiums for a liability insurance policy, non-ownership vehicle liability, and an insurance policy to cover repair and reconstruction in case the improvements are damaged or destroyed by fire, earthquake, hurricane or other hazard, and bonds, and other insurance the Board of Administration may obtain. The President of the Council of Co-Owners is authorized to negotiate and settle, on behalf of the Co-Owners of such condominium, with any insurance company or companies insuring the Co-Owners of such condominium from any casualty or catastrophe loss to any portion of such condominium concerning any particular loss occurring to such property, including negotiating and settling with respect to final approval of repairs, signing proofs of loss, and accepting and endorsing

checks from such insurance company or companies paying the amount of the loss as so negotiated and agreed upon. However, nothing included herein shall prejudice the right of each Co-Owner to insure his unit on his own account and for his own benefit.

2. Every owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender. However, any repairs to the common elements in an individual unit and any damage to an individual unit caused by the common elements shall be the obligation of all the unit owners.

3. All the repairs of internal installations such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

4. An owner shall reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common elements and facilities damaged through his negligence.

5. All apartment units shall be used and occupied for residential purposes only.

6. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Council of Co-Owners in writing, through

the Management Agent, if any, or through the President of the Board of Administration, if no Management Agent is employed. The Council of Co-Owners through said Agent or President of the Board shall have the obligation to answer within ten (10) days, and failure to do so within said time shall mean that there is no objection to the proposed modification or alteration. However, if such owner shall be notified of any reasonable objection thereto, then such owner shall not make such structural modifications or changes.

7. An owner shall not place or cause to be placed in the lobbies, halls, vestibules, stairways, elevators, if any, or other areas of a similar nature, any furniture, packages, or objects of any kind. These areas shall be used for no other purpose than for normal transit through them.

8. The Management Agent, if one is employed, or any other person authorized by the Board of Administration or the Council of Co-Owners may enter any apartment in case of serious emergency originating in or threatening such apartment, whether the owner is present at the time or not.

9. An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

10. No resident of the condominium project shall post any advertisements or posters of any kind in or on the buildings except as authorized by the Board of Administration.

11. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents.

12. It is prohibited to hang garments, rugs or any other items from the windows or from any of the facades of the buildings.

13. It is prohibited to dust rugs or any other items from the windows, or to clean rugs or any other items by beating on the exterior part of the buildings.

14. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

15. No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of the buildings or that protrude through the walls or the roof of the buildings, except as authorized by the Board of Administration.

16. Reasonable and customary regulations for the use of the swimming pool and recreation areas will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.

17. All pets on the condominium project shall be on a leash and attended by their owner at all times.

18. Bar-B-Que pits and other devices used for outdoor cooking shall not be used on balconies or porches of the buildings.

19. It is prohibited to swim in the waters of Lake Conroe that are within the marina and adjoining the condominium project tract of land.

20. Boats and trailers shall not be parked on the condominium project.

21. Bicycles and motorcycles shall be parked in areas designated for the same and shall not be parked on balconies or porches of the buildings.

#### ARTICLE VI

##### RULES AND ENFORCEMENT

1. Subject to the approval of the Council of Co-Owners, the Board of Administration shall have the power to make rules for their own government and for the government of the Council of Co-Owners; to prescribe and enforce penalties for violations of the rules and By-Laws of the Council of Co-Owners; to assess and fix charges to be levied against the members of the Council of Co-Owners; and to exercise such other powers as may be necessary or proper to attain the object of the Council of Co-Owners.

2. The failure of the Board of Administration or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, the Declaration, these By-Laws

or the regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

3. In addition to any other rights or remedies available to any apartment owner, any violation or threatened violation of any of the rules and By-Laws of the Council of Co-Owners may be enjoined or prevented by suit for injunction by the apartment owner or the Board of Administration of the condominium regime.

#### ARTICLE VII

##### AMENDMENTS

1. These By-Laws may be amended by the Council of Co-Owners in a duly constituted special meeting for such purpose or in any regular meeting. No amendment shall take effect unless approved by owners representing at least fifty-one (51%) percent of the total votes in accordance with percentages established for undivided ownership in the general common elements by Paragraph 7 of the Enabling Declaration.

#### ARTICLE VIII

##### MORTGAGEES

1. An owner who mortgages his unit shall notify the Council of Co-Owners through the Agent, if any, or the Council of Co-Owners, giving the name and address of his mortgagee; and the Council of Co-Owners shall maintain such information in a book kept for that specific purpose.

2. The Council of Co-Owners shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX  
COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Texas Condominium Act, Vernon's Annotated Civil Statutes of Texas, Article 1301a. In case these By-Laws conflict with the provisions of said Act, it is hereby agreed and accepted that the provisions of the Act will govern.

DATED AND EXECUTED by the undersigned "Developer" this the 24 day of June, 1975.

THE LODGE AT WALDEN, INC.

By [Signature]  
President

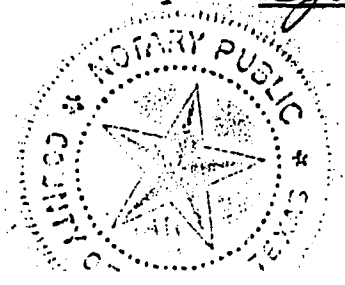
ATTEST:

WR Stornath  
asst. Secretary

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared [Signature], 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 THE LODGE AT WALDEN, INC., a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of June, 1975.



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



EXHIBIT H

RESTRICTIONS

THE LODGE AT WALDEN

THE STATE OF TEXAS X

COUNTY OF MONTGOMERY X

This Declaration, made on the date hereinafter set forth by THE LODGE AT WALDEN, INC., hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property known as THE LODGE AT WALDEN, a parcel of land lying in Montgomery County, Texas, and described as follows, to-wit:

Being 2.2472 acres of land out of and a part of the Thos. Corner Survey Abstract No. 10, Montgomery County, Texas, and being more fully described by metes and bounds as follows:

COMMENCING at a point for the Northeast corner of a 192.554 acre Dan H. Madeley tract, said point also being on the 201 foot contour line of Lake Conroe as set by the San Jacinto River Authority, thence S. 43° 13' 00" W. along the east property line of said 192.554 acre tract a distance of 624.20 feet to an angle point, thence S. 05° 36' 28" W. continuing along said east property line a distance of 802.44 feet to a point, thence S. 84° 23' 32" E. crossing Melville Drive, 60 feet wide, recorded in Volume 11, Pages 17-18, of the Map Records of Montgomery County, a distance of 61.00 feet to the Point of Beginning of the herein described 2.2472 acre tract, said point also being on the east right-of-way line of said Melville Drive;

THENCE N. 05° 36' 28" E. following said east right-of-way line of Melville Drive a distance of 451.58 feet to a point for a corner, said point lying on a curve to the left, said curve being the right-of-way line of Melville Drive;

THENCE continuing along said right-of-way line in a northerly direction along the arc of said curve to the left having a radius of 50.00 feet, a central angle of 98° 03' 06", a distance of 85.57 feet to a point for a corner, said curve also having a long chord of 75.50 feet and a bearing of N. 35° 02' 45" E., said corner also lying on another curve to the right;

THENCE along the arc of said curve to the right having a radius of 86.50 feet, a central angle of 12° 35' 27", a distance of 19.01 feet to a point for a corner, end of said curve and the beginning of another curve to the left, said curve to the right also having a long chord of 18.96 feet and a bearing of N. 79° 33' 05" E.;

THENCE along the arc of said curve to the left having a radius of 238.50 feet, a central angle of 49° 36' 09", a distance of 206.48 feet to a point for the most northerly corner of the herein described 2.2472 acre tract, said corner also lying on the aforementioned 201 foot contour line of Lake Conroe, said curve to the left also having a long chord of 200.08 feet and a bearing of N. 61° 02' 38" E.;

THENCE following the meanders of said 210 foot contour line as follows:

S. 09° 48' 23" E. - 63.13 feet  
 S. 07° 05' 11" W. - 179.35 feet  
 S. 23° 29' 48" W. - 102.89 feet  
 S. 33° 24' 00" W. - 87.76 feet  
 S. 33° 18' 00" W. - 82.46 feet  
 S. 11° 44' 47" W. - 112.06 feet

THENCE S. 39° 11' 20" E., along said meanders, a distance of 50.66 feet to a point for a corner, said point also being the southeast corner of the herein described 2.2472 acre tract;

THENCE N. 84° 23' 32" W. a distance of 145.12 feet to the Point of Beginning and containing 2.2472 acres of land.

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of units within such parcel of land:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon THE LODGE AT WALDEN and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Walden on Lake Conroe Community Improvement Association, its successors and assigns, provided for in Article V hereof.

Section 2. "Property" shall mean and refer to THE LODGE AT WALDEN and any additional property made subject to the terms hereof pursuant to the provisions set forth herein.

Section 3. "Apartment unit" shall mean and refer to an enclosed space consisting of one or more rooms occupying all or part of a floor in a building of one or more floors or stories, provided it has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any apartment unit which is a part of the property, but in the event of the execution of a contract for sale covering any apartment unit, the "owner" shall be the purchaser named in the contract, but excluding those having such interest merely as a security for the performance of an obligation and those having only an interest in the mineral estate.

Section 5. "Plat" shall mean and refer to the map or plat of THE LODGE AT WALDEN attached to the Condominium Declaration for THE LODGE AT WALDEN, which Declaration and map or plat shall be recorded in the Condominium Records of Montgomery County, Texas.

Section 6. "Condominium project" shall mean and refer to a real estate condominium project; a plan or project whereby four (4) or more apartments, rooms, office spaces or other units in existing or proposed buildings or structures are offered or proposed to be offered for sale.

Section 7. "Condominium" shall mean and refer to the separate ownership of single units or apartments in a multiple-unit structure or structures with common elements.

Section 8. "Architectural Control Committee" shall mean and refer to Architectural Control Committee provided for in Article IV hereof.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The plat dedicates for use as such, subject to the limitations set forth therein, the easements shown thereon and such plat further establishes certain restrictions applicable to the property. All dedications, limitations,

restrictions and reservations shown on the plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each deed or conveyance executed or to be executed by or on behalf of Declarant conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph or telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the property.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 4. Declarant reserves the right, during installation of concrete paving, of the streets, if any, parking lots or sidewalks as shown on the plat, to enter onto the property for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the property has been conveyed to and/or contracted for to any other owner or owners.

Section 5. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the owner situated on the land covered by said easements.

Section 6. It is expressly agreed and understood that the title conveyed by Declarant to any apartment unit within the property by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the property, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

### ARTICLE III

#### Use Restrictions

Section 1. Land Use and Building Type. No structure shall be erected, altered, placed or permitted to remain on the property other than a condominium apartment project.

No apartment unit located within the condominium apartment project shall be used for business or professional purposes of any kind, except that an apartment unit may be built for the purpose of leasing the same for residential occupancy. No

building of any kind or character shall ever be moved onto any lot within the property, it being the intention that only new construction shall be placed or erected thereon.

Section 2. Architectural Control. No building shall be erected, placed or altered on the property until the construction plans and specifications and a plot plan showing the location of the structures thereon have been approved by the Architectural Control Committee as provided in Section 1, Article IV, hereof.

Section 3. Dwelling Size. There shall be no more than two (2) buildings containing forty-five (45) apartment units each constructed on the property.

Section 4. Type of Construction, Materials and Landscaping.

- (a) No external roofing material other than wood shingles or built-up tar and gravel shall be constructed or used on any building on the property without the written approval of the Architectural Control Committee.
- (b) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the property.
- (c) Each kitchen in each apartment unit, which contains in excess of 500 square feet, situated in the condominium apartment project shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
- (d) Before any landscaping shall be done on the lands being a part of the "common elements", as that term is described in the Condominium Act of the State of Texas, Article 1301a, V.A.T.S., which Act is incorporated herein and made a part hereof as if set out in full, the landscaping layout and plans shall have been first approved by the Architectural Control Committee. Such landscaping is to be done in the common areas at the time the condominium apartment project is being completed and before occupancy.

Section 5. Minimum Lot Area. The property shall not be subdivided without the express written approval of the Architectural Control Committee.

Section 6. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks or firecrackers is expressly forbidden.

Section 7. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on the property at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the property as in its sole discretion may be necessary or convenient while selling apartment units in the condominium apartment project. Such

facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities. The Declarant may use an apartment unit as a temporary sales office. Any structure on which construction has commenced must be completed within a reasonable length of time. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or on driveways or parking areas, except that the privately owned automobile of an apartment unit owner may be stored on the parking areas provided within the condominium apartment project.

Section 8. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on the property without the express prior written consent of the Declarant. Declarant or its agents shall have the right to remove any sign not complying with the above restriction, and, in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the sale of apartment units located within the condominium apartment project on the property.

Section 9. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the property.

Section 10. Storage and Disposal of Garbage and Refuse. No apartment unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. The property shall not be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon the property may be placed upon the property at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the property or stored in a suitable enclosure upon the property.

Section 11. Utility Easements. The utility easement areas dedicated and shown on the map of THE LODGE AT WALDEN may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each apartment unit owner on the property.

Section 12. Walls, Fences, Hedges, Piers and Bulkheads. No walls, fences or hedges shall be erected or maintained on the property unless approved in writing by the Architectural Control Committee.

Fences must be of ornamental iron, wood or masonry construction. No chain link fences are permitted, except to enclose swimming pools and only then if they are not visible from the street.

No pier, boat lift, ramps or any other structure that projects into the water shall be constructed on the property without approval of the Architectural Control Committee. The Committee will only consider plans and proposals presented to it in writing and will immediately reject any plans for a "homemade" type deck such as one floating on barrels. Should the Committee grant permission for a floating deck or ramp, the owner thereof agrees to maintain and keep it in a sightly manner, free of litter, fishing poles, buckets, etc. The above structures are also subject to the approval of the San Jacinto River Authority.

No bulkheading shall be permitted on the property except by written consent of the Architectural Control Committee and the San Jacinto River Authority. No "homemade" type bulkheading will be allowed. Should permission for the construction of bulkheading be given, the owner agrees to maintain the bulkheading and to keep it in a sightly manner. Request and permission shall be given in writing.

Section 13. Property Maintenance. The Council of Co-Owners acting for the owners of apartment units shall at all times keep all common areas in a sanitary, healthful and attractive manner and shall in no event use the property for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited and the owners of any apartment unit shall not maintain any yard equipment, wood piles or storage piles which are visible to full public view unless the same are behind a suitable enclosure. In the event of default on the part of the owner of an apartment unit in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its assigns may, at their option, without liability to the owner or occupant of an apartment unit in trespass or otherwise, enter upon said property and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place the property in a neat, attractive, healthful and sanitary condition and may charge the owners of units located on the property for the cost of such work. The owner of units agree by the purchase of the apartment units to pay such statement immediately upon receipt thereof.

Section 14. Motor Vehicles. No unlicensed motor vehicles shall be allowed upon the property. No motor bikes, motorcycles, motor scooters or other vehicles of that type shall be permitted on the property if they are a nuisance by reason of noise or manner of use in the sole judgment of the Walden on Lake Conroe Community Improvement Association.

Section 15. Pets. No horses, cows, hogs, poultry or livestock of any kind (other than house pets of reasonable kind and number) may be kept on the property. Should such pets become a nuisance in the opinion of the Declarant, they must be removed from the premises and the property. No pets are to run at large.

Section 16. Drainage. Natural drainage of streets, drives, parking lots or the property will not be impaired by any person or persons.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of Building Plans. No building shall be erected, placed or altered on the property until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of Jerry H. Deutser, S. Conrad Weil, Jr. and William Schmuck, who by majority vote may designate a representative to act for them.

Section 3. Replacement. In the event of death or resignation of any member or members of such Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after fifteen (15) years from the date of this instrument. Thereafter, the approval described in this covenant and all powers vested in said Committee by this covenant shall automatically pass to the Walden on Lake Conroe Community Improvement Association.



ARTICLE V

Walden on Lake Conroe  
Community Improvement Association

Section 1. Membership. Every person or entity who is an owner of any of the apartment units located on the property which are subject to maintenance charges assessed by the Association, shall be a Class A member of the Walden on Lake Conroe Community Improvement Association. The foregoing does not include persons or entities who hold an interest merely as a security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land or apartment unit which is subject to assessment by the Association. Ownership of such land or apartment unit shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Section 1, with the exception of Jerry H. Deutser and S. Conrad Weil, Jr. Class A members shall be entitled to one vote for each Condominium Apartment and Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Condominium Apartment and Lot, all such persons shall be members. The vote for such Condominium Apartment and Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Condominium Apartment and Lot.

Class B. The Class B members shall be Jerry H. Deutser, Trustee, and S. Conrad Weil, Jr., Trustee. The Class B members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Section 1; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in Class B membership.
- (b) On January 1, 1987.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Nonprofit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Nonprofit Corporation. Walden on Lake Conroe Community Improvement Association is a nonprofit corporation, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that the same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

## ARTICLE VI

### Maintenance Charges

Section 1. Each apartment unit in THE LODGE AT WALDEN is hereby subjected to an annual maintenance charge and assessment, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each apartment unit within THE LODGE AT WALDEN to the Walden on Lake Conroe Community Improvement Association. The maintenance charge is payable annually in advance (or at the option of Jerry H. Deutser and S. Conrad Weil, Jr., monthly in advance). Every person or entity who is an owner of more than one apartment unit shall pay the full assessed rate on each apartment unit. The rate at which each apartment unit will be assessed will be determined annually and may be adjusted from year to year by the Association as the needs of the property may, in the judgment of the Association, require; provided that such assessment will be uniform. The Association shall use the proceeds of said maintenance fund for the use and benefit of all the apartment owners of THE LODGE AT WALDEN, as well as lot owners in all sections of Walden on Lake Conroe subdivision; provided, however, that each section of Walden on Lake Conroe, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform (subject to the rates applicable to Declarant and unit owners as described herein), per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: maintaining and operating swimming pools, tennis courts, parks, parkways, boat ramps, both temporary and permanent, rights-of-way, easements, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all charges and assessments, covenants, restrictions and conditions affecting the properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, and doing any other thing or things necessary or desirable in the opinion of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 2. An initial monthly charge of fifty cents (\$.50) will be made upon each monthly bill to the owner of each apartment unit to cover the cost of electric energy to operate the street lighting system to be installed in and upon THE LODGE AT WALDEN as outlined in Gulf States Utility Rate Schedule RLU. Rate Schedule RLU is subject to change without notice and such monthly charge will be adjusted in accordance therewith.

Section 3. To secure the payment of the maintenance fund and assessment established hereby and to be levied on individual apartment units, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such apartment units, the Vendor's lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such apartment unit to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such apartment unit to the extent of any such maintenance fund charge and assessment accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any apartment unit upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U. S. certified mail, and shall contain a statement of the delinquent maintenance charges or assessments upon which the proposed action is based. Upon the receipt of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular apartment unit covered by such first mortgage lien to the holder thereof.

Section 4. The maintenance charges and assessments will remain effective for the full term (and extended term, if applicable) of the covenants.

Section 5. It is specifically stated and agreed that any apartment unit sold to persons or entities by the Declarant by contract for sale , or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manner and said apartment unit is repossessed, foreclosed or such contract cancelled by Declarant, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such apartment units from the purchaser. Nothing herein contained shall relieve the purchaser in default from whom the apartment was repossessed from his obligation to pay such delinquent charges, assessments and penalties to the Association.

## ARTICLE VII

### General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said

covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the forty (40) years or anytime thereafter an instrument signed by a majority of the then owners of the apartment units has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other apartment unit owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarant reserves the right to enforce these restrictions.

Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 3. Approval of Lienholder. Western Bank, chartered under the laws of the State of Texas, the holder of a lien or liens on THE LODGE AT WALDEN, a parcel of property in Montgomery County, Texas joins in the execution hereof to evidence its consent hereto and hereby subordinates its lien or liens to the provisions hereof.

EXECUTED this the 24 day of June A.D., 1975.

THE LODGE AT WALDEN, INC.  
"Declarant"

By [Signature]  
Resident

ATTEST:

[Signature]  
Secretary

WESTERN BANK  
"Lienholder"

By [Signature]  
President

ATTEST:  
[Signature]  
Secretary  
Vice Pres. & Cashier

THE STATE OF TEXAS I

VOL 1 PAGE 141

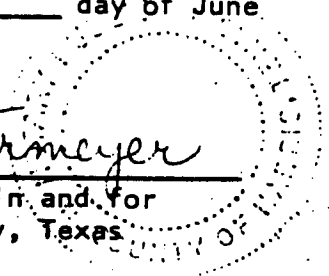
COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared L. Conrad Weil, Jr., 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 THE LODGE AT WALDEN, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup> day of June A.D., 1975.

E. L. Untermeyer

Notary Public in and for  
Harris County, Texas



THE STATE OF TEXAS I

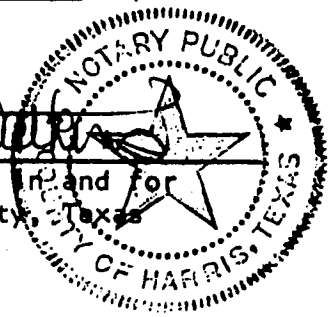
COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. Harrel Blackshear, 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 WESTERN BANK, a bank organized under the laws of the State of Texas, and that he executed the same as the act of the said WESTERN BANK for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of ~~June~~ <sup>July</sup> A.D., 1975.

Mary Jo Watkins

Notary Public in and for  
Harris County, Texas



MARY JO WATKINS

FILED FOR RECORD  
AT 4 O'CLOCK P. M

JUL 1 1975

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tx.  
By Beth Bailey Deputy

AMENDMENT OF DECLARATION

CONDOMINIUM  
DECLARATION

7515286

OF

THE LODGE AT WALDEN

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Condominium Declaration for The Lodge at Walden dated the 24 day of June, 1975, recorded in Volume 1, Pages 81 through 141 of the Condominium Records of Montgomery County, Texas, The Lodge at Walden, Inc., a Texas corporation, hereinafter called "Developer", did submit the property described therein to a condominium regime established under the Condominium Act of the State of Texas, Article 1301a, Vernon's Annotated Texas Statutes, and did adopt By-Laws of The Lodge at Walden Condominium governing said project, which By-Laws are attached as Exhibit "G" to said Declaration; and

WHEREAS, The Lodge at Walden, Inc., "Developer", desires to amend said Declaration,

NOW, THEREFORE, the parties hereto in consideration of the premises hereby agree as follows:

(10) (f) shall be and is hereby amended so as to read as follows:

"The owners of apartment units agree that the government and administration of the condominium shall be in accordance with this Declaration and the By-Laws which are attached hereto as Exhibit "G" and made a part hereof, which By-Laws may be amended from time to time by the Council of Co-Owners in accordance with the provisions thereof, and any and all such amendments, duly certified to by the presiding officer of the Board of Administration or other person authorized to make such certifications of such By-Laws, shall be filed for record as a partial amendment to said Exhibit "G" attached hereto; provided however the owners of apartment units agree that the Board of Administration shall, at all times, be required to designate a professional non-owner managing agent as provided in Article III and in the manner provided in Article III of the

By-Laws attached to said Declaration as Exhibit "G".

This Amendment shall be binding and shall inure to the benefit of the parties hereto and their respective successors, executors, administrators and assigns.

It is hereby agreed that this Amendment may be signed in counterpart and all other signatures and acknowledgements may be filed for record in the Condominium Records of Montgomery County, Texas, and Western Bank, the "Lienholder" in consideration of the premises hereby approves of and consents to the execution of this Amendment and agrees that its mortgage shall be subject hereto.

In witness thereof the parties hereto have executed these presents this the 25th day of July, 1975.

THE LODGE AT WALDEN, INC.  
"Developer"


By Arnold M. Miller  
VICE President

ATTEST:

W R Stromatt  
Secretary

WESTERN BANK  
"Lienholder"

By G. Frank O...  
President

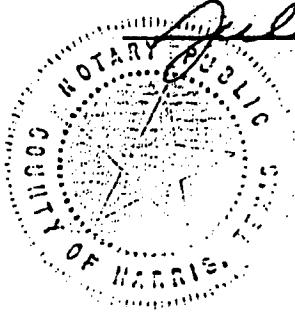
 ATTEST  
Bennie Wickert  
Notary Public  
4 Garland

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Arnold M. Miller 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 THE LODGE AT WALDEN, INC., a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of July, 1975.



Ann Flowers

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Darrel Blackbear, 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 WESTERN BANK, a bank organized under the laws of the State of Texas, and that he executed the same as the act of the said WESTERN BANK for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25<sup>th</sup> day of July, 1975.



THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

I, Roy Harris, Clerk of the County Court in and for Montgomery County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me.



Roy Harris

County Clerk of Montgomery Co., Texas



*Council of Co-Owners**Lodge at Walden*12600 MELVILLE DR.  
MONTGOMERY, TEXAS 77358

January 01, 2003

**CONTRACTOR/VENDOR WORK POLICY**

The Lodge at Walden has established a policy regulating the work hours for all contractors or vendors performing services on our property commencing with the above date. The primary purpose of this policy is to control the noise level generated in individual condominiums as well as any other work activity inside or outside on the property which may be unsightly to property owners. In addition to contractors or vendors it will also apply to owners that are conducting any work on their own units. Work materials, carpet or other items on the exterior of a condominium or the grounds must be removed each day before 6:00 p.m. No work can be conducted outside of the hours of 8:00 a.m. until 6:00 p.m. daily unless an emergency exists.

THE BOARD OF ADMINISTRATION  
LODGE AT WALDEN

***Council of Co-Owners****Lodge at Walden*12600 MELVILLE DR.  
MONTGOMERY, TEXAS 77358

January 01, 2003

**BOAT DOCK POLICY (Revised)**

The Lodge at Walden has established a policy concerning the use of the two floating boat docks and the bulkhead tie-up cleats located along the perimeter of the lagoon. While the San Jacinto River Authority controls the waters of the lagoon, the Lodge owns, maintains and controls the two boat docks and the bulkhead, all of which are attached to our property.

Because we have ninety condominiums and many boat owners there is not enough dock space for everyone. In fairness to our boat owners who are paying marina fees or other storage fees we must restrict the amount of time a boat can remain at our docks. Weekend owners, tenants, owners that are spending a week of vacation and resident owners will be treated equally due to the available dock space at the Lodge. All jet skis must be tied to the bulkhead to allow boats to use the available dock space. Guests of Lodge owners must use the bulkhead cleats for their boat if remaining overnight. A boat may remain at dockside/bulkhead side for up to 48 hours total during any seven day week from Sunday midnight until the following Sunday at midnight. Leaving the dock or bulkhead or changing docks does not change the total of 48 hours per week of dock time allowed. If a boat owner has a legitimate reason to exceed 48 hours during the week the boat owner will need to obtain approval in advance from the managing agent in writing.

THE BOARD OF ADMINISTRATION  
LODGE AT WALDEN

21

THE LODGE AT WALDEN  
12600 MELVILLE DRIVE  
MONTGOMERY, TEXAS 77356  
936-448-4355

### CERTIFICATE

I, Richard Smith, duly elected Secretary of The Lodge at Walden, Inc., do hereby certify that the following dedicatory instruments are true and correct copies, are in full force and effect and are attached for filing with the County Clerk of Montgomery County, Texas:

- Articles of Incorporation
- Amendment of the Declaration and Bylaws Dated May 25, 1986
- Amendment of the Bylaws Dated October 12, 2002
- Contractor Policy Dated July 1, 2002
- Boat Dock Policy Dated August 1, 2002
- Condominium Flooring Policy Dated August 8, 2002
- Enforcement Policy Dated October 15, 2002

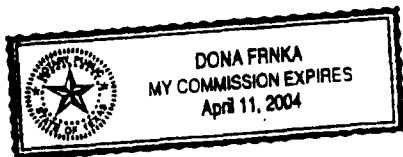
IN WITNESS WHEREOF, the undersigned, being the Secretary herein, has executed the foregoing instrument on the 15<sup>th</sup> day of November 2002.

THE LODGE AT WALDEN, INC.

By: G D Smith  
Glynn Smith, President

STATE OF TEXAS )  
COUNTY OF MONTGOMERY )

Glynn Smith, President of The Lodge At Walden, Inc., a Texas non-profit corporation, on behalf of said corporation, acknowledged this instrument before me on the 15th day of November 2002.



Dona Franka  
Notary Public in and for  
Montgomery County, Texas



2004-091041

650-10-0254

**Office of the Secretary of State**

**CERTIFICATE OF AMENDMENT  
OF**

**THE COUNCIL OF CO-OWNERS OF THE LODGE AT WALDEN  
CONDOMINIUM, I+  
40317601**

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 07/30/2004  
Effective: 07/30/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor  
Secretary of State

AMENDMENT TO THE ARTICLES OF INCORPORATION  
OF THE COUNCIL OF CO-OWNERS OF  
THE LODGE AT WALDEN CONDOMINIUM, INC.  
A TEXAS NON-PROFIT CORPORATION

OCTOBER 4, 2003

Articles 4.02-4.05 of the Texas Non-Profit Corporation Act govern amendments to the articles of incorporation of non-profit corporations. The Board of Administration of The Lodge at Walden unanimously adopted the following resolution on August 15, 2003:

**WHEREAS Article VI, Paragraph E, appearing on Page 8 of the Articles of Incorporation of The Council of Co-Owners of The Lodge at Walden Condominium, Inc., states "The members of this corporation hereby delegate to the Board of Directors the power to adopt, alter, amend, or repeal the corporate By-Laws of this corporation; the power shall be vested exclusively in the Board of Directors and shall not be exercised by the shareholders."**

**WHEREAS The Board of Directors wants to remove the conflict between the By-Laws and the Articles of Incorporation, and has submitted the following resolution to the Council of Co-Owners at the Annual Meeting on October 4, 2003:**

**RESOLVED that Article VI, Paragraph E, appearing on Page 8 of the Articles of Incorporation of The Council of Co-Owners of The Lodge at Walden Condominium, Inc., is hereby deleted, upon approval of at least 2/3rds of the owners entitled to vote at the annual meeting to be held at 2pm on October 4, 2003 at the Walden Yacht Club, at which a quorum was present, following proper notice, all as provided in the Bylaws. The Secretary is directed to file this document with the Secretary of State and with the County Clerk, Montgomery County, Texas.**

IT IS HEREBY CERTIFIED that on October 4, 2003 the Annual Meeting of The Council of Co-Owners of The Lodge at Walden, Inc., was duly convened at 2pm at The Walden Yacht Club, after proper notice was given in accordance with the Bylaws. A quorum was present in person or by proxy and the Amendment to the Article of Incorporation described above was adopted by at least 2/3rds of the votes which members present or represented by proxy were entitled to cast, as provided in the Bylaws of this Corporation.

IN WITNESS WHEREOF, the undersigned, being the Secretary herein, has executed the foregoing instrument on the 28<sup>th</sup> day of July 2004.

COUNCIL OF CO-OWNERS OF  
THE LODGE AT WALDEN  
CONDOMINIUMS, INC.

By: Mike Smith  
Secretary

650-10-0256

FILED FOR RECORD

2004 AUG 13 PM 1: 10

*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in  
File Number Sequence on the date and at the time  
stamped herein by me and was duly RECORDED in  
the Official Public Records of Real Property at  
Montgomery County, Texas.

AUG 13 2004



*Mark Turnbull*

County Clerk  
Montgomery County, Texas

**RECORDS MEMORANDUM**

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

AMENDMENT OF THE BYLAWS  
ESTABLISHED BY THE CONDOMINIUM DELCLARATION  
OF  
THE LODGE AT WALDEN, INC.

KNOW ALL MEN BY THESE PRESENTS:

Whereas, by Condominium Declaration for The Lodge at Walden dated the 24<sup>th</sup> day of June, 1975, recorded in Volume 1, Pages 81 through 145 of the Condominium Records of Montgomery County, Texas, The Lodge at Walden, Inc., a Texas corporation, did submit the property described therein to a condominium regime established under the laws of the State of Texas, and did adopt Bylaws of The Lodge at Walden Condominium governing said project, which Bylaws are attached as Exhibit "G" to said Declaration; and

Whereas, The Lodge at Walden, Inc., Council of Co-Owners, desires to amend said Bylaws. Written ballots were received from 61.231% of Co-Owners voting in favor of deleting Paragraph 18 from the Bylaws. Co-Owners representing 7.861% voted against deleting Paragraph 18 from the Bylaws.

Executed by the President of the Board of Directors of the Council of Co-Owners on the 26<sup>th</sup> day of March 2003.

*Ref to:*  
*Lodge at Walden*  
*12600 Melnick Dr.*  
*Mt. W 77356*

Council of Co-Owners  
The Lodge at Walden, Inc.

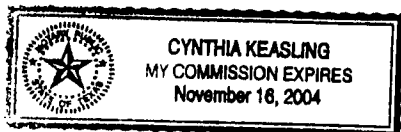
By: Glynn Smith  
Glynn Smith, President

STATE OF TEXAS )

COUNTY OF MONTGOMERY )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Glynn Smith, 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 THE LODGE AT WALDEN, INC., a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26<sup>th</sup> day of March 2003.



Cynthia Keasling  
Notary Public in and for  
Montgomery County, Texas

FILED FOR RECORD

2003 MAR 31 AM 11:48

*Mark Turball*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

MAR 31 2003



*Mark Turball*

County Clerk  
Montgomery County, Texas



34

THE LODGE AT WALDEN  
12600 MELVILLE DRIVE  
MONTGOMERY, TEXAS 77356  
936-448-4355

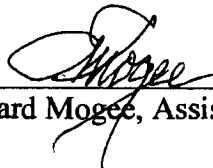
### CERTIFICATE

I, Edward Mogee, duly elected Assistant Secretary/Treasurer of The Lodge at Walden, Inc., do hereby certify that the following dedicatory instruments are true and correct copies, are in full force and effect and are attached for filing with the County Clerk of Montgomery County, Texas:

Contractor/Vendor Work Policy dated January 1, 2003  
Boat Dock Policy (Revised) dated January 1, 2003

IN WITNESS WHEREOF, the undersigned, being the Secretary herein, has executed the foregoing instrument on the third day of January 2003.

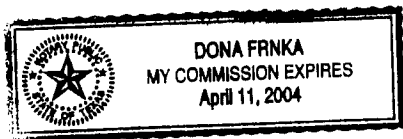
THE LODGE AT WALDEN, INC.

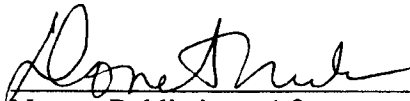
By:   
Edward Mogee, Assistant Secretary/Treasurer

STATE OF TEXAS )

COUNTY OF MONTGOMERY )

Edward Mogee, Assistant Secretary/Treasurer of The Lodge At Walden, Inc., a Texas non-profit corporation, on behalf of said corporation, acknowledged this instrument before me on the third day of January 2003.



  
Notary Public in and for  
Montgomery County, Texas

*Council of Co-Owners**Lodge at Walden*12600 MELVILLE DR.  
MONTGOMERY, TEXAS 77356

January 01, 2003

**CONTRACTOR/VENDOR WORK POLICY**

The Lodge at Walden has established a policy regulating the work hours for all contractors or vendors performing services on our property commencing with the above date. The primary purpose of this policy is to control the noise level generated in individual condominiums as well as any other work activity inside or outside on the property which may be unsightly to property owners. In addition to contractors or vendors it will also apply to owners that are conducting any work on their own units. Work materials, carpet or other items on the exterior of a condominium or the grounds must be removed each day before 6:00 p.m. No work can be conducted outside of the hours of 8:00 a.m. until 6:00 p.m. daily unless an emergency exists.

THE BOARD OF ADMINISTRATION  
LODGE AT WALDEN

*Council of Co-Owners**Lodge at Walden*12600 MELVILLE DR.  
MONTGOMERY, TEXAS 77358

January 01, 2003

**BOAT DOCK POLICY (Revised)**

The Lodge at Walden has established a policy concerning the use of the two floating boat docks and the bulkhead tie-up cleats located along the perimeter of the lagoon. While the San Jacinto River Authority controls the waters of the lagoon, the Lodge owns, maintains and controls the two boat docks and the bulkhead, all of which are attached to our property.

Because we have ninety condominiums and many boat owners there is not enough dock space for everyone. In fairness to our boat owners who are paying marina fees or other storage fees we must restrict the amount of time a boat can remain at our docks. Weekend owners, tenants, owners that are spending a week of vacation and resident owners will be treated equally due to the available dock space at the Lodge. All jet skis must be tied to the bulkhead to allow boats to use the available dock space. Guests of Lodge owners must use the bulkhead cleats for their boat if remaining overnight. A boat may remain at dockside/bulkhead side for up to 48 hours total during any seven day week from Sunday midnight until the following Sunday at midnight. Leaving the dock or bulkhead or changing docks does not change the total of 48 hours per week of dock time allowed. If a boat owner has a legitimate reason to exceed 48 hours during the week the boat owner will need to obtain approval in advance from the managing agent in writing.

THE BOARD OF ADMINISTRATION  
LODGE AT WALDEN

FILED FOR RECORD

2003 JAN 23 PM 2: 23

*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in  
File Number Sequence on the date and at the time  
stamped herein by me and was duly RECORDED in  
the Official Public Records of Real Property at  
Montgomery County, Texas.

JAN 23 2003



*Mark Turnbull*  
County Clerk  
Montgomery County, Texas

21

THE LODGE AT WALDEN  
12600 MELVILLE DRIVE  
MONTGOMERY, TEXAS 77356  
936-448-4355

### CERTIFICATE

I, Richard Smith, duly elected Secretary of The Lodge at Walden, Inc., do hereby certify that the following dedicatory instruments are true and correct copies, are in full force and effect and are attached for filing with the County Clerk of Montgomery County, Texas:

- Articles of Incorporation
- Amendment of the Declaration and Bylaws Dated May 25, 1986
- Amendment of the Bylaws Dated October 12, 2002
- Contractor Policy Dated July 1, 2002
- Boat Dock Policy Dated August 1, 2002
- Condominium Flooring Policy Dated August 8, 2002
- Enforcement Policy Dated October 15, 2002

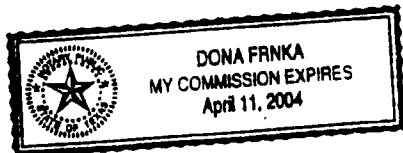
IN WITNESS WHEREOF, the undersigned, being the Secretary herein, has executed the foregoing instrument on the 15<sup>th</sup> day of November 2002.

THE LODGE AT WALDEN, INC.

By: G D Smith  
Glynn Smith, President

STATE OF TEXAS )  
COUNTY OF MONTGOMERY )

Glynn Smith, President of The Lodge At Walden, Inc., a Texas non-profit corporation, on behalf of said corporation, acknowledged this instrument before me on the 15th day of November 2002.



Dona Frnka  
Notary Public in and for  
Montgomery County, Texas

Council of Co-Owners  
Lodge at Walden  
12600 Melville Dr.  
Montgomery, Texas 77356

October 15, 2002

**ENFORCEMENT POLICY**

The Lodge at Walden has established a policy concerning violations of our governing documents and regulations. This has been a continuing problem for the past 25 years and Now requires stronger enforcement. At the time of purchase and closing of a condominium the new owner contractually commits to compliance of all "Lodge" governing documents and regulations.

This ENFORCEMENT POLICY will have progressive fines for violations of "Lodge" declarations, bylaws, restrictions or other policies and regulations approved by the Board of Administration or Council of Co-Owners. The authority to assess fines or penalties is provided under our Declaration Paragraph (1)(g) and our By-Laws Article VI, 1.

For the first offense the fine will be \$25 and the second offence of the same nature will be \$50. This will progress in \$25 increments with each occurrence until the end of a calendar year, at which time the fines will start over at \$25.

Before The Lodge may charge the Unit Owner for property damage for which the Unit Owner is liable or levy a fine for violation of the declaration, bylaws, or rules, The Lodge shall give to the Unit Owner a written notice that:

- (1) Describes the violation or property damage and states the amount of the proposed fine or damage charge;
- (2) States that not later than the 30<sup>th</sup> calendar day after the date of the notice, the Unit Owner may request a hearing before the Board of Administration to contest the fine or damage charge; and
- (3) Allows the Unit Owner a reasonable opportunity to cure the violation and avoid the fine unless the Unit Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

The Lodge may give a copy of the notice required above to an occupant of the Unit. The Lodge must give notice of a levied fine or damage charge to the Unit Owner not later than the 30<sup>th</sup> day after the date of levy.

Unpaid fines will be posted on an Owner's monthly statement and after 90 days shall be placed as a lien against the property.

THE BOARD OF ADMINISTRATION  
LODGE AT WALDEN

189-10-2862

*Council of Co-Owners*

*Lodge at Walden*

12600 MELVILLE DR.  
MONTGOMERY, TEXAS 77356

July 01, 2002

**POLICY**

The Lodge at Walden has established a new policy concerning repairs or replacements that are carried out on the common elements, equipment or facilities of the property. All repair or contractor personnel called out by management will be allowed to perform their duties or repairs unimpeded by any homeowners or residents. Do not distract these personnel by talking with them or harassing them in any way. This would slow the repairs and increase the cost for all of us. They will take their orders from the property manager or a member of the board that may or may not be onsite at the time of repairs. We realize that there are occasions when it is tempting to become involved but please stay out of their way and don't interfere with their business.

We also request that you don't instruct, bother or harass our maintenance or cleaning contractors during their daily duties on the property.

Repair or service personnel as well as our regular maintenance and cleaning contractors are allowed to park anywhere within our parking lots other than directly in front of any condominium doors.

Obviously, any homeowner that discovers a dangerous or unsafe condition should immediately contact the property manager while taking any reasonable action to correct it as soon as possible until management can take over.

This policy does not apply to individual homeowner repairs within your own condominium.

THE BOARD OF ADMINISTRATION  
LODGE AT WALDEN

*Council of Co-Owners**Lodge at Walden*12600 MELVILLE DR.  
MONTGOMERY, TEXAS 77356

August 1, 2002

**BOAT DOCK POLICY**

The Lodge at Walden has established a policy concerning the use of the two floating boat docks and the bulkhead tie-up cleats located along the perimeter of the lagoon. While the San Jacinto River Authority controls the waters of the lagoon, the Lodge owns, maintains and controls the two boat docks and the bulkhead, all of which are attached to our property.

Because we have ninety condominiums and many boat owners there is not enough dock space for everyone. In fairness to our boat owners who are paying marina fees or other storage fees we must restrict the amount of time a boat can remain at our docks. A boat may remain at dockside/bulkhead side for up to 48 hours total during any seven day week from Sunday midnight until the following Sunday at midnight. Leaving the dock or bulkhead or changing docks does not change the total of 48 hours per week of dock time allowed. If a boat owner has a legitimate reason to exceed 48 hours during the week the boat owner will need to obtain approval in advance from the manager in writing.

THE BOARD OF ADMINISTRATION  
LODGE AT WALDEN



**Council of Co-Owners***Lodge at Walden*12600 MELVILLE DR.  
MONTGOMERY, TEXAS 77356

August 08, 2002

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

**CONDOMINIUM FLOORING POLICY**

In order to control the noise levels between multi-level units the Lodge at Walden has established a policy concerning hard surface flooring materials in second and third floor condominiums.

Several of our owners have been affected by hard surface floors in the units directly above them and we wish to restrict this from this point forward. Second and third floor units with existing hard surface floor materials are grandfathered as is but the owners are strongly advised to add area or oriental rugs to mitigate the noise inflicted upon their neighbors below. In future only kitchens or bathrooms may have hard surface floors installed.

Due to the construction characteristics of the Lodge at Walden it is vital that we give strong consideration toward the well being of all homeowners.

THE BOARD OF ADMINISTRATION  
LODGE AT WALDEN

FILED FOR RECORD

2002 NOV 18 AM 10:39

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in  
File Number Sequence on the date and at the time  
stamped herein by me and was duly RECORDED in  
the Official Public Records of Real Property at  
Montgomery County, Texas.

*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

NOV 18 2002



*Mark Turnbull*  
County Clerk  
Montgomery County, Texas

6623910

529-01-1902

THE STATE OF TEXAS |  
COUNTY OF MONTGOMERY |

WAIVER AND RELEASE OF RIGHT OF FIRST REFUSAL

WHEREAS, the Condominium Declaration for The Lodge at Walden is recorded in Volume 1, Page 81, et seq., of the Condominium Declaration Records of Montgomery County, Texas and contain therein on Page 19 thereof, under subsection 17, a right of first refusal vested in the Board of Administration of The Lodge at Walden, a condominium project; and,

WHEREAS, the Board of Administration in a duly called meeting with a quorum being present voted unanimously to waive the right of first refusal vested in said Board as to all sales subsequent to the date of this document.

NOW, THEREFORE, We, the undersigned, being all of the members of The Board of Administration of The Lodge At Walden, do hereby waive and relinquish the right of first refusal vested in said Board of Administration so that from this date forward all owners of condominium units in The Lodge at Walden shall be free to sell said units without having first to give the Board of Administration the right of first refusal to purchase said units.

Dated this 12 day of May, 1988.

THE LODGE AT WALDEN  
BOARD OF ADMINISTRATION

BY: [Signature]  
BY: [Signature]  
BY: [Signature]

Return  
The Lodge  
12600 Melville Dr.  
Montgomery TX 77356

THE STATE OF TEXAS |  
COUNTY OF MONTGOMERY |

This instrument was acknowledged before me on the 12 day of May, 1988, by Kerry Myers, Villean Shifflet and Vincent Lee, being all the members of the Board of Administration of the Lodge At Walden, on behalf of the Lodge at Walden Board of Administration.

[Signature]  
Notary Public, State of Texas  
Notary's printed name  
by commission expires

FILED FOR RECORD

MAY 16 PM 3:11

[Signature]  
Notary Public  
State of Texas



MAY 16 1988  
[Signature]  
Notary Public  
State of Texas

404-01-1872

AMENDMENT OF THE DECLARATION

OF

THE LODGE AT WALDEN

8622163

REAL PROPERTY RECORDS

KNOW ALL MEN BY THESE PRESENTS:

Whereas, by Condominium Declaration for The Lodge at Walden dated the 24 day of June, 1975, recorded in Volume 1, Pages 81 through 141 of the Condominium Records of Montgomery County, Texas, The Lodge at Walden, Inc., a Texas corporation, did submit the property described therein to a condominium regime established under the laws of the State of Texas, and did adopt By-Laws of The Lodge at Walden Condominium governing said project, which By-laws are attached as Exhibit "G" to said Declaration; and

Whereas, The Lodge at Walden, Inc., Council of Co-Owners, desires to amend said Declaration, and by unanimous vote at a Special Meeting held May 25, 1986, did make the following amendments to said Declaration:

Paragraph 17 of the Condominium Declaration of The Lodge at Walden is hereby deleted from said Declaration.

Whereas, The Lodge at Walden, Inc., Council of Co-Owners, desires to amend said By-Laws, and by unanimous vote at a Special Meeting held May 25, 1986, did make the following amendments to said By-Laws:

Article II, VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES is hereby amended by adding immediately after Paragraph 4:

5. Except in the circumstances in which a good faith dispute exists as to the amount of any regular or special assessment or other charge for which an Owner is liable, an Owner in default shall not be allowed to vote either in person or by proxy in any regular or special meeting of the Council of Co-Owners unless all past-due

e. Removing signs or objectionable displays from windows or balconies.

f. Performing necessary maintenance or repairs to the General Common Elements, for which the Council is responsible.

2. In the event that any actual damage is caused to the property of any Owner in connection with the exercise of any such right of entry, such damage shall be repaired at the expense of the Council and the Board is authorized to expend Common Expense Funds therefor.

## ARTICLE XI

### DEFAULT, COLLECTIONS, ENFORCEMENT

1. As stated in the Condominium Declaration Paragraph 10(i), all assessments and charges become due and payable within ten (10) days after such assessment or charge is made or on such other day as the Board may designate by written notice to all Owners. Payment of assessments or charges shall be in default if such assessment or charge, or any part thereof, are not paid to the Council on or before the due date for such payment. Such payments still in default after twenty (20) more days shall bear interest at the maximum nonusurious interest rate per annum as may be permitted by applicable law from the date of delinquency until paid. The Board shall also have the right, in its sole discretion, by appropriate resolution of the Board, to establish late fees or delinquency charges to be imposed in addition to the interest to which such delinquent assessments or charges are subject. Each Owner (whether one or more persons) shall be personally liable for the payment of all assessments, charges, costs, interest and late fees (or delinquency charges) which may be levied against such Owner and his Unit pursuant to the provisions hereof.

2. The Council may, in addition to its rights under Paragraphs 10(f), 10(i), and 11 of the Condominium Declaration of the Lodge at Walden, Title 7, Chapter 81, Subchapter C, Section 21-200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

and Regulations (including the collection of past due assessments or charges) as against a defaulting Owner shall be chargeable to and be a personal obligation of such defaulting Owner. Any such defaulting Owner whose utilities or other services have been discontinued will be responsible for any charges or expenses incurred as a result of the discontinuation or any charges or expenses resulting from the reconnection or resuming of said services.

Executed by the President of the Board of Directors of the Council of Co-Owners on the 28th day of May, 1986.

Council of Co-Owners  
The Lodge at Walden, Inc.

By: C.R. Pitrucha  
C.R. Pitrucha, President

STATE OF TEXAS }

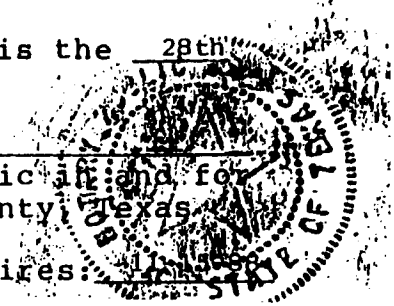
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C.R. Pitrucha, 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 THE LODGE AT WALDEN, INC., a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of May, 1986.

Notary Public in and for  
Harris County, Texas

My Commission expires:



AMENDMENT OF THE BYLAWS  
ESTABLISHED BY THE CONDOMINIUM DECLARATION  
OF  
THE LODGE AT WALDEN, INC.

KNOW ALL MEN BY THESE PRESENTS:

Whereas, by Condominium Declaration for The Lodge at Walden dated the 24<sup>th</sup> day of June, 1975, recorded in Volume 1, Pages 81 through 145 of the Condominium Records of Montgomery County, Texas, The Lodge at Walden, Inc., a Texas corporation, did submit the property described therein to a condominium regime established under the laws of the State of Texas, and did adopt Bylaws of The Lodge at Walden Condominium governing said project, which Bylaws are attached as Exhibit "G" to said Declaration; and

Whereas, The Lodge at Walden, Inc., Council of Co-Owners, desires to amend said Bylaws, and by a vote of more than 64% of the votes authorized to vote at a regular meeting of owners held October 12, 2002, did make the following amendments to said Bylaws:

Article III, Paragraph 2, Sub-Section © Volume 1 Page 118 was amended by adding the sentence "The Agent has the authority to delegate the detailed accounting to an employee or to a Board of Administration member or other officer, such as the Secretary/Treasurer."

Article IV, Officers, Paragraph 2, Volume 1, Page 120 was amended by replacing the existing paragraph with the following paragraph: "The Board of Administration of the Council of Co-Owners shall be elected every two years and hold office for two (2) years, commencing at the 2003 Annual Meeting."

Article IV, Officers, Paragraph 6, third sentence, Volume 1 was amended by deleting the word "all".

Article V, Obligations of the Owners, Paragraph 14, Volume 1, Page 125 was amended by inserting "old appliances, carpet, blinds, furniture" after the word garbage.

Article V, Obligations of the Owners, Paragraph 15, Volume 1, Page 125 was amended by adding the sentence "Effective with the date of this amendment no hard surface flooring will be allowed in second or third level condominiums, other than in kitchen or bathroom areas. All hard surface flooring in place at the effective date of this amendment are exempt from this requirement."

Article V, Obligations of Owners, Paragraph 17, Volume 1, Page 126 was amended by adding the sentence "Owners shall be responsible for cleaning up after pets."

189-10-2860

Executed by the President of the Board of Directors of the Council of Co-Owners on the 15<sup>th</sup> day of November, 2002.

Council of Co-Owners  
The Lodge at Walden, Inc.

By: Glynn Smith  
Glynn Smith, President

STATE OF TEXAS )

COUNTY OF MONTGOMERY )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Glynn Smith, 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 THE LODGE AT WALDEN, INC., a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15<sup>th</sup> day of November, 2002.



Dona Franka  
Notary Public in and for  
Montgomery County, Texas