

Declarations-CC&Rs
Kerry Glen Council of Co-Owners

**DECLARATION OF CONDOMINIUM
FOR
KERRY GLEN CONDOMINIUM I**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, THE KERRY GLEN I COUNCIL OF CO-OWNERS, a Texas non-profit corporation, are the Owners of real property situated in the County of Harris, State of Texas, being described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, a plat plan showing the locations of the Buildings and Parking Areas on the Land is attached hereto as Exhibit "B" and made a part hereof for all purposes; and

WHEREAS, Owners desire to continue the established condominium regime which is recorded under Volume 31, Page 1 of the Condominium Records of Harris County, Texas ("Declaration") under the Uniform Condominium Act, Title 7, Section 82, of the Texas Code; and

WHEREAS, Owners recognize that the Developer named in the previously issued Declaration and By-Laws is no longer an interested party to the Condominium Regime, and

WHEREAS, the undersigned are owners of the required seventy-five (75%) percent of Residence Units, an undivided Percent Ownership Interest in the General Common Elements appurtenant to such units, and the exclusive use of the appurtenant Limited Common Elements, including Parking Spaces, of the Condominium Project known as Kerry Glen Condominium I, all as defined in the Declaration of Condominium filed in Volume 31, page 1 of the Harris County Condominium Records,

WHEREAS, the declaration was modified and amended by (a) that certain First Amendment to Declaration of Condominium for Kerry Glen I Condominium ("First Amendment") and recorded under Volume 33, page 123 of the Condominium Records of Harris County, Texas, (b) that certain Second Amendment to Declaration of Condominium for Kerry Glen I Condominium ("Second Amendment") and recorded under Volume 102, page 115 of the Condominium Records of Harris County, Texas, (c) that certain Third Amendment to Declaration of Condominium for Kerry Glen I Condominium ("Third Amendment") and recorded under Volume 155, page 129 of the Condominium Records of Harris County, Texas, (d) that certain Fourth Amendment to Declaration of Condominium for Kerry Glen I Condominium ("Fourth Amendment") and recorded under file number 529-90-3798, 3799 and 3800 of the Condominium Records of Harris County, Texas (the Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment being collectively referred to hereinafter as the "Declaration"); and

WHEREAS, the required seventy-five (75%) percent undersigned Owners of Kerry Glen Condominium I desire to keep in force and effect the general tenets and provisions of the Declaration of Condominium dated in year 1976, and the subsequent Amendments thereof, and

WHEREAS, the First Amendment to the existing Declaration of Condominium, filed on the 19th day of January, 1977 is not currently reflected in the property tax records of the Harris County Appraisal District, and

WHEREAS, the required seventy-five (75%) percent undersigned Owners of Kerry Glen Condominium I desire to invalidate any previous Declaration of Condominium and subsequent amendments and hereby revise and replace with this recent and updated version, and

WHEREAS, Owners do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land, shall be a burden and a benefit to Owners, its successors and assigns any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns,

NOW THEREFORE, the required seventy-five percent undersigned owners do hereby declare that the above mentioned Declaration of Condominium and subsequent Amendments for Kerry Glen Condominium I be and is replaced and re-issued as hereafter set forth and agreed by the Council.

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FOR KERRY GLEN CONDOMINIUM I

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1. DEFINITIONS

1.1 Definition of Terms. Unless the context shall expressly provide otherwise, the words set out below shall have the following meanings:

1.1.1 Residence Unit(s) – One or more of the twenty-four (24) condominium units designated on Exhibit "C" attached hereto and made a part hereof for all purposes, each of which shall consist of the enclosed space consisting of one (1) or more floors or stores for condominium ownership, having as its boundaries the interior surfaces of the perimeter walls, floors and ceilings and the interior surfaces of balconies and patio areas, if any, and Residence Units shall include the portions of the Buildings so described and the air space so encompassed, excepting General Common Elements.

Included within the boundaries of each "Residence Unit", without limitation shall be any finishing materials applied or affixed to the interior surfaces of the interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor coverings and carpets); interior walls; and all utility pipes, lines, systems, fixtures, appliances or heating and air conditioning equipment servicing only that Residence Unit (whether or not within the boundaries of that Residence Unit). The boundaries of each Residence Unit shall be the interior surfaces of perimeter windows and doors, including the glass of such windows, doors and sliding doors, perimeter window frames and door frames. Interior trim around windows and doors shall be part of each Residence Unit and shall not be General Common Element. Unless otherwise provided by law, the "interior surfaces of balconies" as used in this definition and its own space enclosed by:

- a) those horizontal planes being the top of the floor surface of the balcony in question and the plane of the ceiling of the Residence Unit of which such balcony is a part, and by
- b) those vertical planes which contain the vertical exterior surfaces of the Building and those planes which contain the vertical exterior edges of the balcony.

Further, unless otherwise provided by law, the "interior surfaces of patio areas" as used in this definition and its own space encompassed therein shall mean the space enclosed by:

- a) those horizontal planes being the top of the surface of the patio in question and the plane of the interior surface of the first floor ceiling of the Residence Unit of which each patio is a part and by
- b) those vertical planes or surfaces which contain the vertical exterior surfaces of the Building and those vertical planes or surfaces which contain the vertical interior surfaces of the fence wall or wall enclosing the patio in question.

1.1.2 Owner – A person, firm corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more Residence Units; provided, however that any one who holds a pledge of security interest in any such Residence Unit solely as security for the payment of a debt shall not be deemed an Owner solely on account of such security.

1.1.3 General Common Elements – The General Common Element shall be and include all of the Land and Buildings except the Residence Units as defined herein and shall include, without limiting the generality of the foregoing, any and all foundations, supporting columns, girders, beams, slabs, supports, dividing walls between two or more Residence Units or between Residence Units and General Common Elements, roofs; fences; patio walls; lobbies; walkways; stairs; stairways; fire escapes; entrances and exits of the Buildings; basements; grounds; gardens; Parking Area; swimming pool; managerial offices; areas used for storage; maintenance equipment and materials; installation of all central services, including power, light, gas, water and waste collection; tanks; pumps; motors; fans; compressors; ducts; driveways; and in general all apparatus and installations existing for the common use or necessary or convenient to the operation, maintenance and use of the property as a condominium including those which have been designated as Common Areas and facilities on the plats attached hereto; and all repairs and replacements of or additions to any of the foregoing. The hallways, stairs, walkways, Land and other Common Elements intended to be

used for passage or temporary occupancy by persons are sometimes referred to herein as "Common Areas."

- 1.1.4** Limited Common Elements – Those portions of the General Common Element reserved for the exclusive use of the Owners of Residence Unit; and Parking Areas located as shown on Exhibit "B."
- 1.1.5** Condominium – The Land, the Buildings and all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto. The components of the Condominium are further herein classified as "General Common Element," "Limited Common Element," each as defined by the Uniform Condominium Act, Title 7, Section 82, of the Texas Code, and Residence Unit. The legal rights and duties of ownership, use and administration governed by the Uniform Condominium Act, Title 7, Section 82, of the Texas Code, this Declaration, the By-Laws and Rules and Regulations promulgated hereunder are also a part of the Condominium and are sometimes referred to as the Condominium Regime. The term "Condominium" shall be the same as that in the Uniform Condominium Act, Title 7, Section 82, of the Texas Code.
- 1.1.6** Buildings – The five (5) residential buildings (having two (2) stories in each Building) and all other improvements now or hereafter placed on the Land. The locations of the Buildings on the Land are more particularly described on Exhibits "C" and "D".
- 1.1.7** By-Laws – The By-Laws of the Kerry Glen I Council of Co-Owners.
- 1.1.8** Council – The Kerry Glen I Council of Co-Owners, a Texas non-profit corporation, the members of which shall be the Owners of the Residence Unit within the Condominium Regime during the period of their respective ownerships, and the successors and assigns of such Owners. The term "Council" shall have the same meaning as the term "Association" in the Uniform Condominium Act, Title 7, Section 82, of the Texas Code.
- 1.1.9** Parking Area – That part of the Land designated for the parking of vehicles and designated "Parking Area" on Exhibit "B".
- 1.1.10** Land – The Real Property more particularly described on Exhibit "A".
- 1.1.11** Common Expense Charge – The assessment made and levied against each Owner and his Residence Unit for management and operation of the Condominium and for repairs, maintenance and operation of the Common Elements (including reserves for replacements) in accordance with the provisions hereof.
- 1.1.12** Mortgage – A pledge of or a security interest in a Residence Unit given to a creditor as security for the repayment of a loan made to an Owner.
- 1.1.13** Mortgagee – The person or entity who holds a pledge of or security interest in a Residence Unit to secure the payment of a debt.
- 1.1.14** Parking Spaces – The individual spaces for the parking of vehicles within the parking area as shown on the attached Exhibit "B".
- 1.1.15** Patio Areas – The fenced patio areas adjacent and contiguous to Residence Unit on the ground level of the Buildings as shown on Exhibit "C".
- 1.1.16** Percentage Ownership Interests – The undivided interest in and to the General Common Element associated with and appurtenant to each Residence Unit as set forth on Exhibit "D" attached hereto and made a part hereof for all purposes.
- 1.1.17** Rules and Regulations – The Rules adopted by the Kerry Glen I Council of Co-Owners concerning the management and administration of the Condominium Regime and the use of the General Common Elements in order to assure to all Owners the pleasures and benefits of ownership of a Residence Unit and the use of the General Common Element.

- 1.1.18 **Special Assessment** – Any assessment over and above the Common Expense Charge necessary for the preservation, management and administration of the condominium.
- 1.1.19 **Common Expense Fund** – The accumulated Common Expense Charges collected or received by and due and payable to the Council for use in the administration and operation of the Condominium, the maintenance, repair, additions, alterations or reconstructions of all or any portion of the General Common Element and Limited Common Element.
- 1.1.20 **Board** – The Board of Directors of the Kerry Glen I Council of Co-Owners.

1.2 Definition of Rights and Responsibilities

- 1.2.1 Each Owner shall have exclusive ownership of his respective Residence Unit, the exclusive use of his Limited Common Elements, if any, and shall have the common right to share with all other Owners, in the use of the General Common Elements in accordance with the purpose for which they are intended and the provisions hereof, without hindering or encroaching upon the lawful rights of other Owners.
- 1.2.2 Where the term "Owner" is used in the granting of licenses, easements or rights to use Residence Units, General Common Elements or Limited Common Elements, the family of such Owner and each member thereof, such Owner's guests, tenants, servants, employees and invitees shall also be entitled to the rights, easements or licenses so granted.
- 1.2.3 The existing physical boundaries of each Residence Unit or Residence Unit reconstructed shall be conclusively presumed to be its boundaries regardless of the settling, rising or lateral movement of the Buildings and regardless of variances between boundaries shown on the plat and those of the buildings. None of the rights and obligations of the Owners created herein, or by any deed delivered to any Owner, shall be altered in any way by encroachments to the settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as the same shall exist; provided, however that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment secured due to the willful conduct of said Owner or Owners.
- 1.3 **Parking Spaces.** Parking spaces shall be Limited Common Elements for the exclusive use of the Owner of the Residence Unit to which they are assigned of record by the Board of Directors of the Kerry Glen I Council of Co-Owners. Once such Parking Spaces have been assigned by the Board of Directors of the Kerry Glen I Council of Co-Owners, such Parking Spaces being Limited Common Elements, shall be perpetually appurtenant to the Residence Unit to which the same are assigned, except as provided herein for transfers among Owners.

Any conveyance of any Residence Unit shall be deemed to convey also such Parking Spaces even though made without specifically or particularly referring to the same. An Owner may assign and transfer his exclusive right to use a Parking Space which is appurtenant to its Residence Unit but only to another Owner, and such transfer or assignment may be made for a term or perpetually as such Owners may agree between themselves. In the event of any such assignment or transfer, the Owners involved shall cause an appropriate Instrument of amendment to this Declaration to be prepared and executed by such Owners, which instrument shall be joined in by the President of the Council and recorded in the Official Public Records of Real Property of Harris County, Texas. Such Instrument of amendment shall recite the term of any assignment or transfer between the Owners and shall designate the Parking Spaces, the exclusive right which was assigned or transferred.

Notwithstanding the right of exclusive use herein created for Parking Spaces, the Parking Areas and the space of the Buildings in which such Parking Spaces are located shall be and always remain General Common Elements. The Parking Spaces shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering the Residence Unit to which they are assigned.

2 GENERAL PROVISIONS

2.1 Use Restrictions

- 2.1.1** All Residence Units shall be used only for residential purposes. For the purposes of this provision, a Residence Unit shall be deemed to be used for residential purposes when it is used to house persons and their belongings, without regard to whether the persons are Owners of the Residence Unit or occupy the Residence Unit pursuant to a rental, leasing or other arrangement. Except for the leasing or rental of any Residence Unit, no Residence Unit shall be used for any commercial, business or professional purpose; for the keeping of business or professional records of accounts or for the conduct of business. Professional telephone calls or correspondence will not be deemed to be a violation of this provision, but regular consultation with clients at a Residence Unit is prohibited.
- 2.1.2** No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Residence Unit or in any General Common Element which shall be or may become an annoyance to other Owners.
- 2.1.3** Notwithstanding any other provisions of this Article, the Council or an Owner may make such temporary use of the General Common Elements as is reasonably necessary to facilitate and complete improvement of the Land, reconstruction and renovation of the Buildings and the operation of an Owner's sales efforts. The provisions of this Article shall not prohibit the use by the Council of all General Common Elements in any reasonable manner necessary in connection with the operation and maintenance of the Condominium.
- 2.1.4** Nothing shall be done in or kept in or on any Residence Unit, patio, balcony, Parking Space or General Common Element which will increase the rate of insurance on the Condominium or any part thereof. If, by reason of the occupancy or use of any Residence Unit by any Owner, the rate of insurance on all or any portion of the Condominium shall be increased, such Owner shall be personally liable to the Council for such increase caused thereby and such sum shall be payable to the Council at the same time and in the same manner as provided for the payment of the Common Expense Charge.
- 2.1.5** No Owner shall install, attach, or hang or allow to be installed, attached or hung any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air conditioning units or any other like equipment or wiring, clothing or clotheslines in or across any portion of any General Common Elements; protruding from any balcony, over any fence or patio wall or through or from any wall, floor, ceiling, window or door which is a General Common Element, except as approved by the Council. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefore installed or used in a Residence Unit shall fully comply with all rules, regulations, or requirements of all state and local public authorities having jurisdiction.
- 2.1.6** Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of his Residence Unit and with the provisions hereof, the By-Laws and Rules and Regulations promulgated hereunder.
- 2.1.7** There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Board of the Council.
- 2.1.8** No animals, livestock or poultry of any kind shall be raised, bred or kept in any Residence Unit or in the General Common Elements, except that dogs, cats or other household pets may be kept in Residence Units, provided no more than two (2) dogs, cats or other household pets may be kept at any time in a Residence Unit.
- 2.1.9** No sign of any kind shall be displayed to the general public view on or from any Residence Unit or the General Common Element without the prior written consent of the Board of the Council. The exception being any reasonable signage placed in the General Common Elements to facilitate the

Owner's sales efforts, which conform to the standard size, shape and style as currently being used in the Real Estate Industry. These signs may be placed in a visible area on the street curb closest to front door of the Owner's Residence Unit.

- 2.1.10** Nothing shall be altered or constructed in or removed from the General Common Elements without the prior written consent of the Board of the Council.
- 2.1.11** Association Members or tenants who are parents of or act as guardians for resident children, teenagers, or young adults will be held legally and financially responsible for their ward's actions, and will be required to reimburse the Council for any damages done by their children, teenagers, young adults or charges. Adults will be held responsible for their own actions.
- 2.2** **Decoration, Maintenance and Repairs of Residence Units.** Any Owner may decorate and redecorate his Residence Unit and may make any improvements or alterations within his Residence Unit (but not to General Common Elements) and shall have the right to paint, repaint, tile, wax, paper or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the Residence Unit. The fences or walls of the Patio Areas are General Common Elements and shall be maintained by the Council. Nothing contained herein shall be deemed to permit an Owner, without having first obtained the written consent of the Council, to remove or alter a partition or bearing wall or column located within his Residence Unit which would damage, destroy, weaken or endanger the structural integrity of the Building. Each Owner shall, at his own cost and expense, maintain his Residence Unit and all General Common Elements servicing only his Residence Unit (whether or not within the boundaries of the Residence Unit) in good condition or repair.
- 2.3** **Balconies and Patio Areas.** No Owner shall paint, remodel or enclose any balcony or Patio Area or store objects or things on such balcony or Patio Area or dry clothing or place other materials on such balcony or Patio Area which is likely to impair the uniform appearance of the Exterior of the Buildings. An Owner may furnish a balcony or Patio Area with outdoor furniture in keeping with the provisions of this Declaration and the Rules and Regulations promulgated hereunder.
- 2.4** **Additional Provisions.** The Council, by provisions of its By-Laws or by Rules and Regulations enacted pursuant to the provisions hereof, may provide such additional rules and regulations for the use of the General Common Elements, the Limited Common Elements, the Parking Spaces and the Residence Units as are necessary or desirable in the judgment of the Council for the operation of the Condominium provided such Rules and Regulations and By-Laws are not in conflict with the provisions of this Declaration. Such By-Laws and Rules and Regulations shall be applicable to the General Common Elements and the Residence Units as though set forth herein at length.
- 2.5** **Fee Estates.** The land is hereby divided into the following separate fee simple estates:
- 2.5.1** Twenty-four (24) fee simple estates consisting of twenty-four (24) separately designated Residence Units and Limited Common Areas, each such estate designated by number and by building number on Exhibit "C", the units in the Buildings being described as follows:
- Building "1" – Consisting of 2 units numbered 6302 and 6306 on the first floor thereof, and containing 2 units numbered 6304 and 6308 on the second floor thereof; the size, dimensions, location and boundaries of each being detailed on Exhibit "C".
- Building "2" – Containing 1 unit numbered 6310 on the first floor thereof and 1 unit numbered 6312 on the second floor thereof; the size, dimensions, location and boundaries of each being detailed on Exhibit "C".
- Building "3" – Containing 4 units numbered 6326, 6320, 6318 and 6314 on the first floor thereof, and 3 units numbered 6324, 6322 and 6316 on the second floor thereof; the size, dimensions, location and boundaries of each being detailed on Exhibit "C".
- Building "4" – Containing 6 units numbered 6336, 6338, 6334, 6332, 6328 and 6330 on the first floor thereof; the size, dimensions, location and boundaries of each being detailed on Exhibit "C".

Building "5" – Containing 5 units numbered 821, 823, 825, 6340 and 6342 on the first floor thereof; the size, dimensions, location and boundaries of each being detailed on Exhibit "C".

- 2.5.2 The remaining portion of the entire premises, referred to as the General Common Element, shall be held in common by the Owners, the Percentage Ownership Interests in the General Common Elements attributable to and appurtenant to the respective units being set out in Exhibit "D", each such undivided interest being appurtenant to one of the units covered hereby as scheduled.

3 COUNCIL OF CO-OWNERS

- 3.1 **Authority to Manage.** The Council of Co-Owners (sometimes herein referred to as the "Council") shall be organized as a membership non-profit corporation under the laws of the State of Texas, the name of which corporation shall be the Kerry Glen I Council of Co-Owners, and it shall be and constitute the governing and administrative body for all Owners for the protection, preservation, upkeep, maintenance, repair, restoration, operation and replacement of the General Common Elements, and government, operation and administration of the Condominium Regime hereby established in accordance with its By-Laws, and for such purposes the Council of Co-Owners is hereby irrevocably appointed as attorney-in-fact for all Owners.
- 3.2 **Membership.** Each Owner of a Residence Unit, shall by virtue of Ownership automatically be a member of the Council and shall remain a member thereof until such time as his total ownership ceases for any reason, at which time his membership in the Council shall also automatically cease. Membership in the Council shall be appurtenant to and shall automatically follow the ownership of each Residence Unit, and upon any transfer of ownership howsoever caused or brought about, the new Owner shall automatically be and become a member of the Council. The Council may issue certificates evidencing membership therein.
- 3.3 **Voting of Members.** There shall be one vote in the affairs and management of the Council for each Residence Unit. In the event that ownership interests in a Residence Unit are owned by more than one member of the Council, the members who own fractional interests in such Residence Unit aggregating more than 50% of the whole ownership thereof shall appoint one member who shall be entitled to vote the one vote of that Residence Unit at any meeting of the Council. Such designation shall be made in writing to the Board, and shall be revocable at any time by actual notice to the Board or upon the death or judicially declared incompetence of any one of the members. In the event that a Residence Unit is owned by more than one member and no single member is designated to vote on behalf of the members having an ownership interest in such Residence Unit, then none of such members shall be allowed to vote. All members of the Council may be present at any meeting of the Council and may act at such meetings either in person or by proxy.
- 3.4 **Board of Directors.** The affairs of the Council shall be managed by a Board of Directors. All activities, rights, powers, duties, obligations, functions, and responsibilities of the Council shall be performed, exercised, discharged and accomplished through its Board of Directors, except in any particular case where the laws of the State of Texas or the By-Laws of the Council require that action be taken by vote of the members. The Board of Directors may employ the services of a manager or managing agent as provided for in the By-Laws.

The Board of Directors shall consist of five (5) persons who are members of the Council, spouses of members, or in the event that a Residence Unit is owned by a corporation or other business entity, an officer or director of such entity who resides in the Residence Unit owned by such entity. The Directors shall be elected by the members at the annual meetings of the members except as provided in the By-Laws or herein. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of Directors present at the meetings at which there is a quorum shall be the act of the Board. The annual meeting of the Board shall be held each year immediately following the annual meeting of the members, at the place of such annual meeting of

members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board shall be held at such times and places as the Board shall determine. Special meetings of the Board shall be held at any time upon the call of the President or upon call by two (2) Directors. Notice of such special meeting shall be in writing.

The members of the Board shall serve for a term of two (2) years commencing at the time of their election until their successor is elected, their death, resignation, removal or until they are no longer members of the Council, whichever is earlier. Any member of the Board may be removed from membership on the on the Board, with or without cause, by the affirmative vote of two-thirds (2/3rds) of the votes represented at a meeting of the members of the Council called to consider such action.

- 3.5 Rights, Functions and Obligations of the Council of Co-Owners.** In addition to all other rights, functions and obligations of the Council under the provisions of the Uniform Condominium Act, Title 7, Section 82, of the Texas Code, this Declaration or the By-Laws, the Council shall have the following rights, functions and obligations:
- 3.5.1 Right to Non-Exclusive Easement –** The Council shall have a non-exclusive right and easement to make such use of the General Common Elements as may be necessary or appropriate for it to perform the duties and functions which it is obligated or permitted to perform under the Texas Condominium Act, Title 7, Section 82 of the Texas Code, this Declaration or the By-Laws, and a non-exclusive right of entry, after reasonable notice to the Owners during reasonable hours, into the individual Residence Units as may be necessary for the operation of this Condominium, or for making emergency repairs therein necessary to prevent damage to any other Residence Unit or to the General Common Elements or any part thereof, or to abate any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in a Residence Unit, except that no notice shall be required in cases of emergency
- 3.5.2 General Common Elements Maintenance –** The Council shall be obligated to provide, as a common expense of all Owners, for the care operation, management, maintenance, repair, replacement and restoration of the General Common Elements. Without limiting the generality of the foregoing, said obligations shall include keeping the General Common Elements in good, clean, attractive and sanitary condition, order and repair, keeping the General Common Elements safe, attractive and maintained in a manner desirable to a residential community, and making necessary or desirable alterations, additions, betterments, or improvements to or on the General Common Elements.
- 3.5.3 Other Council Functions –** The Council may undertake or contract for any lawful activity, function or service for the common benefit of to further the common interests of all Owners. Such activities, or functions, or services may include, but shall not be limited to, the providing of insurance, police, patrol or similar security services, janitorial services, ground maintenance, or landscaping services, the providing of utilities or services which may be required for enjoyment or betterment of the General Common Elements, the providing of water, garbage and trash collection and sewage disposal services and other services for each of the individual Residence Units, the providing of legal and accounting services necessary or desirable in connection with the operation of the Condominium Regime or the enforcement of the provisions of the Texas Condominium Act, this Declaration or the By-Laws, and any other services for the benefit and enjoyment of all the Owners. Electricity, telephone and other utility services separately metered or charged shall be paid for by the Owner of the Residence Unit served by such utility services.
- 3.5.4 Labor and Services –** The Council may as a common expense of the Owners, obtain and pay for the services of any person or entity as a manager or managing agent to manage, supervise and look after the day to day operations of this Condominium, as well as the services of such other personnel as the Council shall determine to be necessary or desirable for the proper operation of this Condominium, whether such personnel are furnished or employed directly by the Council or by any person or entity with whom it contracts. Any agreement for professional management of the Condominium or any other contract must provide for termination without cause or payment of a

termination fee on thirty (30) days or less written notice, and a maximum contract term of three (3) years.

3.5.5 Acquisition of Personal Property – The Council may acquire as a common expense and hold for the common use or benefit of all Owners, any tangible or intangible personal property and may dispose of the same by sale or otherwise. Subject to the rules and regulations of the Council, each Owner and each Owner's guests or tenants may use such property. All such property so acquired and owned by the Council shall be deemed to be part of the General Common Elements for all purposes.

3.5.6 Rules and Regulations – The Council may make and enforce reasonable and uniformly applied rules and regulations governing the use of the Individual Residence Units and the General Common Elements. Such rules and regulations are limited only by the Uniform Condominium Act, Title 7, Section 82, of the Texas Code, or other applicable law. They may:

- (a) Regulate the use of the General Common Elements to assure the equitable and proper use and enjoyment thereof by all persons entitled thereto,
- (b) Prohibit any conduct or activity in any Residence Unit or on any part of the General Common Elements which constitutes a nuisance in law or in fact or which would not be consistent or in keeping with the peaceful, quiet and reasonable use and enjoyment of any Residence Unit or the General Common Elements,
- (c) Prohibit, restrict or regulate the use of any portion of the General Common Elements by the guests of any Owner, and,
- (d) Regulate and control vehicular traffic and parking areas of the Condominium.

The Council shall furnish each Owner with a written copy of each and every Rule and Regulation or shall post the same in a conspicuous place on the General Common Elements, however, failure to furnish or post any copy shall not be deemed to invalidate any rule or regulation to any extent.

The Council shall have the right to enforce any of the Rules and Regulations of the Council and the obligations of any Owner under this Declaration or the By-Laws.

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or a convenience of any Owner or Owners or any occupant or occupants of any Residence Unit other than services customarily rendered to all Owners and occupants of Residence Units. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Condominium, payment for which is to be made from the Common Expense Fund.

Rules and Regulations promulgated from time to time by the Board for the use of Common Elements by the Owners and Guests of Owners are attached as a matter of convenience to these By-Laws as an Appendix, and are to be considered revisable and re-issuable as deemed necessary by the Board. These revisions to the Rules and Regulations as issued by requirement of the Board, in accordance with this Declaration will not require further endorsement by seventy-five (75%) percent of the Council, as an Amendment to the Declaration.

3.6 Actions without Meetings. Any action required by this Declaration or by law to be taken at a meeting of the Council or at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the members of the Council entitled to vote with respect to the subject matter thereof or signed by all of the members of the Board, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

3.7 Officers. The Officers of the Board shall be appointed by the Board of Directors and shall consist of five (5) core members, of which offices shall be designated as a President, a Vice-President of Buildings and Grounds, an Executive Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time appoint. The President, Vice Presidents, Secretary and Treasurer shall at all times be members of the Board of Directors.

3.8 Meetings of the Members.

- 3.8.1** An annual meeting of the members for the purpose of voting on such matters as are set out in the notice or transacting such business may properly come before the meeting shall be held on a date, time and place as the Board of Directors shall designate, and shall inform by notice of said time, date and place of the meeting not more than sixty (60) days, nor less than thirty (30) days prior to the date fixed for said meeting. The annual meeting shall be held within the first three calendar weeks of the month of January. The meeting shall be held at a convenient location in the City of Houston, Texas to be determined by the Board of Directors.
- 3.8.2** At the annual meeting, the Board shall present an accounting of the Common Expense Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner and the estimated Common Expense Charges for the coming calendar year. Within (30) days after the annual meeting, the statements and estimates presented at the annual meeting by the Board shall be delivered to all Owners.
- 3.8.3** Special meetings of the members may be called by the President of the Council or a majority of the Board of Directors at any time or may be called upon petition to the president by members having twenty-five (25%) percent of the votes in the Council. Notices of Special Meetings shall be in writing and shall be delivered not less than ten (10) nor more than twenty-one (21) days before the date of such meetings, and shall state the date, time, place and general purpose of the meeting. No business shall be transacted at any Special Meeting which is not generally stated in the notice, unless Owners representing at least fifty-one (51%) percent of the votes in the Council, either in person, or by proxy, consent to the transaction of such business. All Special Meetings shall be held at a convenient location in the City of Houston, Texas, to be determined by the person or persons calling the meeting.
- 3.8.4** For the purposes of determining the members entitled to notice of a meeting eligibility shall be determined on the date of the sending of the notice. For the purposes of determining the members eligible to vote at any meeting, the membership of the Council shall be determined at the close of business on the first business day immediately preceding such meeting.
- 3.9 Accounting and Audit.** The Board shall keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting or concerning the Condominium and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Condominium or the Council. Both the books and vouchers supporting the entries thereon shall be available for examination at the office of the Council, by all members of the Council and their Mortgagees at convenient hours on work days that shall be set and announced for general knowledge.
- All books and records shall be kept in accordance with good accounting procedures, consistently applied, and shall be audited at least once a year by an auditor outside the organization, as provided for in the Uniform Condominium Act, Title 7, Section 82 of the Texas Code and the terms and provisions of the By-Laws of the Council.
- 3.10 Notices.** Any notice permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail, or by placing such notice in the mail distribution facilities of each Owner if such facilities are present in the Buildings. If delivery is made by mail, it shall be deemed to have been delivered three (3) days after deposit in the U.S. Mail, postage prepaid, addressed to an Owner at his Residence Unit or to such other address as the Owner may have given in writing to the Secretary of the Council for the purpose of service of notices. Any addresses for purposes of notice may be changed from time to time by notice in writing to the Secretary

4 COMMON EXPENSE FUND; ASSESSMENTS; COLLECTION

- 4.1 Budget.** The Board shall prepare or cause to be prepared and adopted an estimated annual Budget for each fiscal year of the Council projecting all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium and

Condominium Regime. Such Budget shall take into account the estimated common expenses and cash requirements for the year, including, but not limited to, the costs of salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, management fees, and all such other costs and expenses which the Board shall deem necessary or proper for the fulfillment and performance of the functions and obligations of the Council. The annual Budget shall also take into account and provide for a reserve for contingencies for the year and a reserve for maintenance, repairs and replacements of the General Common Elements in reasonable amounts. Any surplus or deficit in regards to previous Budgets shall also be considered. Each annual Budget shall take effect on the first day of the fiscal year for which it is prepared. If it shall appear to the Board at any time that the Budget adopted for any fiscal year shall be insufficient, the Board may revise such budget to cover the estimated deficiency to become effective on the first day of the calendar month next following the revision.

The Board shall make reasonable efforts to furnish copies of the Budget and any revision thereof to each Owner not later than fifteen (15) days prior to its effective date. The Budget as adopted by the Board and any revision thereof shall serve as the basis for the Common Expense Charges against the Owners, unless any such Budget for any fiscal year is changed or modified by the Members of the Council at any special meeting of the members called for that purpose. In the event the Board shall fail to adopt a Budget and until a new Budget is adopted for any fiscal year, the Budget last adopted and any revision thereof shall continue to serve as the basis for the Common Expense Charges, unless changed or modified by the members of the Council as provided herein.

In the event that the Board at any time determines that the Common Expense Charges so levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium for such fiscal year or in the event of casualty losses, condemnation losses or other events (including the non-payment of Common Expense Charges by some Owners) which require additional funds be supplied for preservation and operation of the Condominium, the Board shall have the authority at any time or from time to time to levy such Special Assessment shall it deem necessary for that purpose. Such Special Assessment shall not be levied, however, without the prior approval of Owners having at least a majority of the votes in the Council, unless a greater number of votes are required by law.

- 4.2 **Common Expense Charges.** Except as provided in Section 4.3 hereof, all Owners are bound to contribute in proportion to their Percentage Ownership Interests, to the Common Expense Fund as a Common Expense Charge, the expenses of administration of the Condominium Regime and the administration, maintenance and repairs of the General Common Elements, and other expenses provided by the terms hereof to be paid by the Council or those expenses agreed upon to be assumed by the Council pursuant to this Declaration, its By-Laws and Rules and Regulations. No Owner shall be exempt from the obligation to make such contribution to the Common Expense Fund by waiver of the use of enjoyment of the General Common Elements, either general or limited, or by abandonment of the Residence Unit belonging to him, or by any other circumstances.

Every owner not paying this obligation on or before the tenth (10th) day of each month will pay, in addition to the normal monthly charge, a penalty amount to be determined by the Board. Payment will be recognized as late if it is not in the appropriate collection agency's offices of not post marked prior to the eleventh (11th) day of any month.

- 4.3 **Payment of Common Expense Charges and Special Assessments.** Common Expense Charges shall be due and payable monthly in advance. Special Assessments shall be payable on or before ten (10) days after Owners are invoiced therefore. Payment of Common Expense Charges and Special Assessments shall be in default if such Common Expense Charges or Special Assessments, or any part thereof, are not paid to the Council on or before the due date for such payment. Common Expense Charges and Special Assessments in default shall bear interest at a rate of ten (10%) percent per annum from the date of delinquency until paid. Each Owner (whether one or more persons) shall be personally liable for the payment of all Common Expense Charges and Special Assessments which may be levied against such Owner, and his Residence Unit pursuant to the provisions hereof. In the event a Mortgagee obtains title to a Residence Unit pursuant to the remedies provided in a Mortgage or foreclosure of the Mortgage, then such

Mortgagee will not be liable for the payment of any unpaid Common Expense Charges and Special Assessments levied against the Owner and his Residence Unit which accrued prior to the acquisition of title to the Residence Unit by Mortgagee.

- 4.4 **Reserve for Replacements.** The Council may establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of the amount included in the Common Expense Charges for this purpose. Such funds shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America, or may in the discretion of the Board be invested in obligations or, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purposes of effecting the replacement, maintenance or repair of the General Common Elements and equipment of the project and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be reduced by appropriate resolution of the Board, upon the accumulation in such reserve for replacements or a sum equal to Fifty Thousand and No/100 (\$50,000.00) Dollars. The proportionate interest of any Owner in any reserve for replacements shall be considered as an appurtenance of his Residence Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Residence Unit to which it appertains and shall be deemed to be transferred with each such Residence Unit.

- 4.5 **Lien to Secure Assessments.** The liens to secure common expenses as herein provided shall be enforceable through appropriate judicial proceedings by the Board or any Owner on behalf of the Board or by public sale without judicial proceedings. Each Owner, by accepting conveyance of a Residence Unit, irrevocably grants to the Board a power of sale, so that the lien for any unpaid sums required to be paid by this Declaration may be foreclosed at public sale without judicial proceedings in the manner prescribed by the laws of the State of Texas, including non-judicial foreclosure pursuant to the Texas Property Code. The Board may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time by an Instrument in writing signed by the President or a Vice-President of the Council. The lien provided for in this Section shall be in favor of the Council for the common benefit of all Owners. The Board may be the bidder at any such judicial or non-judicial foreclosure sale and may have the amount for which the Residence Unit in question is sold credited on the sums owing to the Council.

The collection of such Common Expense Charges and/or Special Assessments may, in addition to any other applicable method at law or in equity be enforced by suit for a money judgment, and, in the event of such suit, the expenses incurred in collecting such delinquent assessments, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. From and after such foreclosure the occupants of such Residence Unit shall be required to pay a reasonable rent for the use of the Residence Unit and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect same, and, further, shall be entitled to sue for recovery of possession of the Residence Unit premises at forcible detainer as prescribed by law. Except in the circumstances in which a good faith dispute exists as to the amount of the Common Expense Charges or any Special Assessments for which an owner is liable, an Owner in default in the payment of the Common Expense Charge or any Special Assessment shall not be entitled to vote at any meeting of the Council of Co-Owners so long as such default continues to exist.

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- 4.6 **Common Expense Fund.** The Common Expense Charges collected shall be paid into the Common Expense Fund to be held and used for the benefit, directly or indirectly, of the Condominium; and such Common Expense Fund may be expended by the Board for the purposes set forth herein including, without limitation, providing for the enforcement of the provisions of this instrument, the By-Laws of the Council and Rules and Regulations promulgated thereunder; for the maintenance, operation, repair, benefit and welfare of the General Common Elements, and generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Condominium. The use of the Common Expense Fund for any of these purposes, except as provided herein is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

5 INSURANCE

- 5.1 Property Insurance.** The Board shall have the authority to and shall obtain and continue in effect blanket property insurance to insure the Buildings, General Common Elements and Residence Units in or on the Condominium and the Owners thereof, against risk or loss or damage by fire and other hazards as are covered under standard extended coverage provisions, (with vandalism and malicious mischief endorsements), and against risk of whatever character, without prejudice to the right of each Owner to insure his Residence Unit on his own account for his own benefit, in an amount not less than the full insurable replacement cost thereof. The "full insurable replacement cost" of the Buildings, including the Residence Units and the General Common Elements, shall be determined from time to time but not less often than once in a twelve-month period by the Board and the Board shall have the authority to obtain and pay for an appraisal by a person or organization selected by the Board in making such a determination. The costs of any and all such appraisals shall be borne by the Common Expense Fund.

All insurance provided for in this Section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. Such insurance shall provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days prior written notice to the Council and at least ten (10) days prior written notice to the Mortgagee of each Residence Unit.

Such insurance obtained by the Board may be written in the name of and the proceeds thereof may be payable to the Board or any person designated by it or by the Council, as Trustee for each Owner in their respective Percentage Ownership Interest in the General Common Element. Each Owner and his Mortgagee, if any, shall be a beneficiary of such insurance, in the ratio of his Percentage Ownership Interest in the General Common Element as aforesaid, even though not expressly named in the policy as an insured or beneficiary. All costs, charges and premiums for such insurance shall be a common expense and each Owner shall pay his prorata part and share of same as in the case of other common expenses of this Condominium Regime.

In case of any injury, damage to or destruction to or any part of the Condominium covered by such insurance, the insurance indemnity and proceeds shall be applied only to reconstruct or repair the Buildings, General Common Elements or property so damaged or destroyed, except as may be otherwise provided for by the Uniform Condominium Act, Title 8, Section 82, of the Texas Code and herein. The Board shall have complete power and authority to compromise, settle and adjust any and all claims arising under any such policy or policies of insurance.

- 5.2 Public Liability and Other Insurance.** The Board shall also have the authority to obtain comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the General Common Elements or upon, in or about the private driveways, roadways, walkways and passageways, on or adjoining the condominium, which public liability and property damage insurance shall afford protection to such limits as the Board shall deem desirable. The Board shall also have the authority to obtain such workman's compensation insurance as may be necessary to comply with the applicable laws, employer's liability insurance in such amount as the Board may seem desirable, fidelity bonds indemnifying the Council, the Board and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Council or of any other person handling funds of the Council in such amount as the Board may seem desirable and such other insurance in such reasonable amounts as the Board shall deem desirable.

All insurance provided for in this Section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. Such insurance obtained by the Board may be written in the name and the proceeds thereof may be payable to the Board or any person designated by it or by the Council, as Trustee for each Owner in their respective Percentage Ownership Interest in the General Common Elements. Each Owner and his Mortgagee, if any, shall be a beneficiary of such insurance, in the ratio of his Percentage Ownership Interest in the General Common Elements. Each Owner and his Mortgagee, if any, shall be a beneficiary of such insurance, in the ratio of his Percentage Ownership Interest in

the General Common Elements as aforesaid even though not expressly named in the policy as an insured or beneficiary.

All costs, charges and premises for such insurance shall be deemed as a common expense of this condominium, and each Owner shall pay his prorata share of same as in the case of other common expenses as provided for in this Declaration. Such insurance shall be without contribution with regard to any other policies of insurance carried individually by any Owner, whether such insurance covers the Residence Unit owned by such Owner and/or the additions and provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days prior written notice to the Council and at least ten (10) days prior written notice to the Mortgagees of each Residence Unit. The Board shall have complete power and authority to compromise, settle and adjust any and all claims arising under any such policy or policies of insurance.

5.3 Future Insurance. In the event that an insurance policy or policies specifically designed to meet the insurance needs of Condominium Regimes become available in Texas through action by appropriate governmental agencies or otherwise, the Board shall be authorized to obtain such a policy if the coverages provided by such policy are at least equal to the coverages provided by those policies enumerated hereinabove.

5.4 Individual Insurance. Each Owner shall be responsible for insurance on the contents of his Residence Unit and the furnishings, interior walls, appliances and all parts of the Residence Unit not General Common Elements, and personal property therein. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty obtained by the Council for the benefit of all the Owners as provided. Owners may carry individual policies of liability insurance insuring against the liabilities of such Owners, at their own cost and expense.

6 Fire or Casualty; Rebuilding

6.1 Reconstruction; Application of Insurance Proceeds.

6.1.1 In the event of any injury or damage to or destruction of any part of the Condominium covered by the blanket casualty insurance obtained by the Council, the insurance indemnity and proceeds shall be applied except as provided in section 6.1.2 below to reconstruct or repair the Buildings, General Common Elements or other property so damaged or destroyed, and if such insurance indemnity or proceeds collected shall exceed the total cost of such reconstruction or repair, then unless the contract of insurance or the By-Laws, as existing or as hereafter amended, shall otherwise specify, the Board or other agent or person named as Trustee in the policy of insurance and collecting said proceeds, shall pay over such excess to the Common Expense Fund.

6.1.2 Reconstruction or repair shall not be compulsory where it compromises the whole or more than two thirds (2/3rds) of the buildings as conclusively determined by the Board. In such cases, and unless unanimously agreed upon by all of the Owners, the insurance indemnity collected shall be delivered and paid prorata to the Owners and their respective Mortgagees, if any, as their respective interests may appear, in proportion to the Percentage Ownership Interest of each Owner.

6.1.3 Where the insurance indemnity is insufficient to cover the cost of reconstruction and reconstruction is required as provided for herein and in the Uniform Condominium Act, Title 7, Section 82, of the Texas Code, the building or reconstruction costs in excess of the insurance proceeds shall be paid by all Owners directly affected by the damage in proportion to their Percentage Ownership Interest, and if one or more of the Owners comprising the minority shall refuse to make such payments, the majority may proceed with the reconstruction at the expense of the Owners benefited thereby upon proper resolution setting forth the circumstances of the case and the cost of the work as provided for in Uniform Condominium Act, Title 7, Section 82, of the Texas Code. The provisions of this Section 6.1.3 may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster occurs, as provided for in the Uniform Condominium Act, Title 7, Section 82, of the Texas Code.

- 8.1.4 In the event that any loss to, or taking of, the General Common Elements exceeds Ten Thousand and No/100 (\$10,000.00) Dollars or a damage to a Residence Unit covered by a Mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation ("FHLMC") exceeds Five Thousand and No/100 (\$5,000.00) Dollars, then the Council shall give written notice of such loss, taking or damage to the FHLMC.
- 6.2 **Rebuilding.** In the event that it is determined that the Buildings shall be repaired and reconstructed, then all proceeds of insurance policies with respect to such fire or casualty, carried by the Council, shall be paid to the Bank selected by the Board, as Trustee, insured by the Federal Deposit Insurance Company (or its successors) and located in Harris County, Texas, to be held in trust for the benefit of the Owners and Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Residence Units, Buildings, and General Common Elements to substantially the condition in which the same existed prior to the casualty or fire, and the funds held in the Trust Fund in such depository bank shall be used for this purpose and disbursed by the Board in accordance with the terms of the contract or repair and rebuilding.
- 6.3 **Repair of Residence Units.** Each Owner shall be responsible for the reconstruction, repair and replacement of all personal property and other property not a General Common Element in or part of his Residence Unit, including, but not limited to the floor coverings, wall coverings, interior walls, furniture, furnishings, decorative light fixtures and appliances located therein.
- 6.4 **Indemnity of Council.** Each Owner shall be responsible for the costs not otherwise covered by insurance carried by the Council caused by his negligence or misuse or by the misuse or negligence of his immediate family, and his agents or employees in the course of their duties, and shall to the extent not covered by insurance collected by the Council, indemnify the Council and all Owners against any such costs of reconstruction, repair and replacement of any portion of the Buildings and General Common Elements.

7 EMINENT DOMAIN

- 7.1 **General Provisions.** If all or any part of the Condominium is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary) the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and to all Mortgagees known to the Board to have an interest in any Residence Unit. The expense of participation in such proceedings by the Board shall be borne by the Common Expense Fund.

The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as Trustee, and such damages or awards shall be applied or paid as provided herein.

- 7.2 **Taking of General Common Elements.** In the event that an action in eminent domain is brought to condemn a portion of the General Common Elements (together with or apart from any Residence Unit), the Board, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding.

With respect to any such taking of General Common Elements only, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards shall be paid to each Owner in proportion to his Percentage Ownership Interest in the General Common Elements. The Board may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners by a majority vote, shall decide whether to replace or restore as far as possible the General Common Elements so taken or damaged.

In the event it is determined that such General Common Elements should be replaced or restored by obtaining other land or building additional structures, this declaration and the map attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners.

- 7.3 Taking of Residence Units.** In the event that such eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds of the total number of Residence Units, then the damages and awards for such taking shall be determined for each Residence Unit and the following shall apply:
- 7.3.1** The Board shall determine which of the Units damaged by such taking may be made tenable for the purposes set forth in this Declaration, taking into account the nature of this Condominium and the reduced size of each Residence Unit so damaged.
- 7.3.2** The Board shall determine whether it is reasonably practicable to operate the remaining Residence Units of the Condominium including those damaged units which may be made tenable as a Condominium in the manner provided in this Declaration.
- 7.3.3** In the event that the Board determines that it is not reasonably practicable to operate the undamaged Residence Units and the damaged Residence Units which can be made tenable as a Condominium, then the Condominium shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the Percent Ownership Interest previously owned by each Owner in the General Common Elements.
- 7.3.4** In the event that the Board determines that it will be reasonably practicable to operate the undamaged Residence Units and the damaged Residence Units which can be made tenable as a Condominium, then the damages and awards made with respect to each Residence Unit which has been determined to be capable of being made tenable shall be applied to repair and reconstruct such Residence Unit so that it is made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Residence Units which are being repaired or reconstructed so as to be made tenable.

With respect to those Residence Units which may not be made tenable, the award made with respect to such Residence Unit shall be paid to the Owner of such Residence Unit or his Mortgagee or Mortgagees, as their interests may appear, and the remaining portion of such Residence Units, if any, shall become a part of the General Common Elements and repair shall be determined by the Board. Upon the payment of such award for the account of such Owner as provided herein, that portion of such Residence Unit taken pursuant to eminent domain shall no longer be a part of the Condominium and the Percent Ownership Interest and the General Common Element appurtenant to each remaining Residence Unit with shall continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the undivided interest in the General Common Elements and the reduced number of Owners.

If the entire Condominium is taken, or two-thirds or more of the Residence Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Residence Units, as provided herein, in proportion to their Percent Ownership Interest in the General Common Elements and as this Condominium Regime shall terminate on such payment. Upon such termination, the Residence Unit and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the Percent Ownership Interest previously owned by each Owner in the General Common Elements.

- 7.4 Payments of Awards and Damages.** Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Residence Unit; secondly, to amounts due under any mortgage instruments duly perfected; thirdly to the payment of any Common Expense Charges or Special Assessments charged to or made against the Residence Unit and unpaid, and finally to the Owner of such Residence Unit.

8 Transfer of Unit

8.1 Requirements for Transfer

8.1.1 Documents from Owner to Purchaser. Before executing a contract or conveying a unit, an Owner who intends to sell must furnish to the purchaser upon accepting a properly executed and accepted contract to purchase (1) a current copy of the Declaration, Bylaws, and Rules and Regulations; and (2) a Resale Certificate if the Board has provided one per his written request, as outlined below under "Resale Certificates." As part of the contract, Owner must furnish an underlined or bold-print provision acknowledging receipt of the Declaration, Bylaws, and Rules and Regulations, and recommending that the purchaser read those documents before executing the contract. Owner may not require a purchaser to close until copies of the Declaration, Bylaws, and Rules and Regulations have been given to the purchaser and until either a resale certificate is provided the purchaser or owner and purchaser have executed an affidavit in the certificate's place.

8.1.2 Resale Certificates

8.1.2.1 Request by Owner, Certificate and Timely Response. In selling a Unit, the Owner shall request in writing a written certificate to be issued only by the Board or its representative (Exhibit "E") (or other form similar as promulgated by the TREC) complete and current in all particulars and signed by a member of the Board, the certificate having been issued within three (3) months of the date of the request. With the request, the owner shall submit payment of a fee to be set by the Board periodically for each certificate to be delivered, an amount to be set by the Board. Within ten (10) days of receiving that request, the Board or its representative shall furnish the certificate to the owner.

8.1.2.2 Affidavit by Owner in Place of Certificate. If within the ten-day period, the Board or its representative does not provide the certificate or all the information required in it in writing and signed as in Exhibit "E," the Owner may provide the purchaser with a sworn, signed affidavit. The affidavit must state that the Owner requested a resale certificate as in Exhibit "E" and that the Board provided neither the certificate nor all the information required in it in a signed writing on a timely basis. The purchaser may sign the affidavit, waiving the requirement for the certificate.

8.1.2.3 Liability Surrounding Late Certificate. Owner or Owner's Agent is not liable to purchaser for failure or delay of the Board or its representative to provide the certificate in a timely manner. The Association is not liable to the Owner for delay or failure to furnish a certificate. Nor is a Board member or the Board's representative liable to the Owner for delay or failure to furnish a certificate unless the Board member or the Board's representative willfully refuses to furnish the certificate or is grossly negligent in not furnishing the certificate.

8.1.2.4 Liability Surrounding Erroneous Amounts on Certificate. Owner or Owner's Agent is not liable to purchaser for erroneous information in the certificate. A purchaser is not liable for payment of additional delinquencies that are unpaid on the date that the certificate is prepared and that exceed total delinquencies shown in an otherwise properly executed certificate. A purchaser, lender, or title insurer that relies on a certificate is not liable for any debt or claim that is not shown in the certificate. The Association may not deny the validity of any statement in the certificate.

8.1.2.5 Certificate Specifically Does Not Affect Certain Items. A certificate does not affect an association's right to (1) recover debts or claims that arise or become due after the date that the certificate is prepared, and (2) an association's lien on a unit securing payment of future assessments. Failure to provide a certificate does not void a deed to a purchaser.

8.2 Cancellation by Purchaser Because of Lack of Documents. If a purchaser has not received all of the documents listed in "Documents from Owner to Purchaser" above, the purchaser may cancel before the sixth day after receiving the documents, with the exception of the way lack of a resale certificate is to be treated, i.e., if a resale certificate is not provided and the Owner and

purchaser execute an "Affidavit by Owner in Place of Certificate" as above, the purchaser may cancel before the sixth day after executing the affidavit or the date of receipt of the resale certificate, whichever comes first. If the purchaser wishes to cancel, the cancellation must be by hand-delivered written notice of cancellation to the Owner or by mailing notice of cancellation by certified United States mail, return receipt requested, to the Owner or Owner's agent for service of process within the five-day cancellation period. Cancellation is without penalty, and all payments made by purchaser before cancellation must be refunded.

3.3 Right of First Refusal. Except as provided below, should the Owner of any Unit desire to sell the Unit, the remaining owners are hereby given and granted the right of first refusal to purchase the Unit on the terms and conditions stated herein stated, and no Owner of a Unit shall sell his Unit to any party without first giving the Council or its designated appointee notice in writing of the proposed sale as herein provided and the opportunity to the other owners to determine whether they will exercise the right of first refusal to purchase the Unit on the same terms and conditions as those contained in any bona fide offer which the Owner of the Unit may have received. Any sale of a Unit without compliance with the terms hereof shall be void, and of no force of effect and shall confer no title or interest in a Unit to the purported purchaser.

3.4 Written Notice. Whenever the Owner of any Unit has received a bona fide offer to purchase his Unit and desires to accept such bona fide offer, the Owner of such Unit shall give the Council by means of written notice to its designated appointee of his desire to accept such offer for the purchase of his Unit, stating the name, address, business, telephone number, occupation or employment of the offeror, and an executed copy of a bona fide offer for the purchase. The Association, within five (5) calendar days of receiving such documents, shall distribute to all the Owners, a copy of such documents with a notice to said Owners that they have seven (7) days from the date of distribution to purchase the property on terms and conditions that are the same or more advantageous to the seller, and for the same or higher price. These Owners have no right of inspection or review of the Unit without the written permission of the current Owner.

Any Owner wishing to exercise such offer can only do so by tendering a contract that meets these criteria and a matching down payment and/or escrow check to the Council's designated appointee. At the end of the seven (7) days above, such Owner shall be free to consummate the sale of his Unit unless, within that period another Owner has bought the Unit. In the event that no Owner elects to exercise their first right of refusal, the Owner of the Unit shall be free to sell the Unit only to the party and only upon the identical terms as described and submitted in the required notice. In the event that the proposed transaction with regard to which the other Owners have declined to exercise their right of first refusal is not consummated within sixty (60) days of the date of the giving of the required notice, and another valid offer for purchase has been presented, Owner must again give notice to the Council and the other Owners shall again have a first right of refusal as herein provided. Upon completion of the sale of a Unit, the new Owner must furnish the Association with a certified copy of the Closing Statement, Warranty Deed, Deed of Trust, Letter of Insurance Coverage, and Note (if applicable) and any other closing documentation as requested by the Board. The first right of refusal to purchase set forth herein shall be a continuing right and the non-exercise of the right in any instance shall not be deemed a waiver thereof in any other instance or against any other Owner.

3.5 Non-Compliance. In the event any sales of any Units are made without first complying with the full terms of the preceding paragraph, any possession of a Unit by other than a person identified under the following paragraph for more than ten (10) days shall be deemed a lessee and the Association may remove any occupants without notice to the original Owner. In the event the occupant will not leave upon written request, the Association may institute an action in forcible entry and detainer proceedings for the possession of such Unit and have and retain such possession until the record Owner retakes physical possession. In the event of such forcible entry and detainer proceedings, the original Owner and all his guests, licensees, and invitees shall be deemed to waive any claim for damages to person or property in or on the Unit. Any funds spent by the Association to enforce this paragraph shall be charged to the original Owner as a special assessment and collectible as such.

3.6 **Exceptions to Right of First Refusal.** The right of first refusal herein granted to the Council shall not apply to or be operative with respect to:

- (a) transfers of ownership of any Residence Unit by one spouse to or for the benefit of the other spouse and/or members of the Owner's immediate family (which term includes descendants, parents and siblings of the Owner and the spouses thereof);
- (b) by one Owner to another Owner;
- (c) Transfers of 100% interest by a probated will;
- (d) any foreclosure or other judicial sale of a Residence Unit;
- (e) the sale of a Unit by the Association;
- (f) to any conveyance made by the Owner of a Unit to a bona fide Mortgagee in lieu of such foreclosure, provided that the title of a purchaser from such Mortgagee or purchaser obtained at any foreclosure or judicial sale shall thereafter be subject to the terms and provisions of this paragraph with respect to any further sale of any such Unit; or;
- (g) the creation of a security interest in or Mortgage encumbering a Unit whereby a bank, insurance company, savings and loan association or other similar financial institution becomes the Mortgagee.

3.7 **Mortgage Lien Against Unit After Sale.** In the case of a mortgage, any unpaid assessments shall remain the obligation of the Selling Owner. Upon the sale or conveyance of a Residence Unit by an Owner, the proceeds of such sale or conveyance shall be applied as follows:

- (a) First to assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on the Residence Unit;
- (b) Secondly, to amounts due under mortgage instruments duly recorded;
- (c) Thirdly, to the payment of all unpaid Common Expense Charges and Special Assessment against the Residence Unit and the Owner thereof;
- (d) Fourthly, to the Owner of such Residence Unit.

If such unpaid Common Expense Charges or Special Assessments are not paid or collected at the time of the sale or conveyance of a Residence Unit, the grantee of such sale or conveyance shall be jointly and severally liable with the selling Owner for all unpaid Common Expense Charges and assessments against the Residence Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Owner the amounts paid by the grantee therefore.

9. AMENDMENT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS

9.1 **Amendment of Declaration.** Except as otherwise provided by law, the provisions of this Declaration, except for the designation of the Percentage Ownership Interest, which pertains to each Residence Unit, may be amended only by an instrument in writing signed and acknowledged by members having not less than seventy-five (75%) of the votes in the Council entitled to vote on such amendment.

Except in the event of redistribution of Percentage Ownership Interest in connection with the occurrence of a fire, casualty or eminent domain taking, in order to amend the allocation of the Percentage Ownership Interests in the General Common Elements appurtenant to any Residence Unit, it shall be necessary that the members having not less than seventy-five (75%) of the votes in the Council entitled to vote on such amendment execute an instrument in writing, but in addition, the Owners of those Residence Units whose Percentage Ownership Interest are increased by such amendment must join in such amendment.

10 RESTRICTIONS ON LEASING OF UNITS

10.1 **General Terms:** No owner shall have any right to lease or sublet such Owner's Unit, other than in accordance with the provisions of this Section. If any Owner shall desire to lease or sublet such Owner's Unit, the Owner shall first provide to the Board a completed application package as similar

to the Texas Association of Realtors "Residential Lease Application Form", or other form promulgated by the TAR, hereinafter attached as "Exhibit F" and a copy of the written lease proposed to be entered into similar to attached "Exhibit G". Additionally, the owner shall pay the application fee at a reasonable cost and for all adult tenants shall provide copies of the driver's license or valid government issued photo ID and social security card for U.S. Citizens, or for aliens, a valid U.S. visa issued by the U.S. Department of state that at least covers the period of the lease. Owner is responsible for ensuring that the valid visa shall cover the lease period each time the lease is renewed.

Within four (4) days of the receipt of all of the above stated items, the Board shall either approve or disapprove the proposed lease agreement, and in the event of such Board disapproval, such Owner shall have no right to lease or rent the Unit in question pursuant to such proposed lease agreement, and any attempted lease shall be void and of no force or effect. To enforce this disapproval, the Association may resort to any remedies available to it, including a proceeding in forcible entry and detainer.

The Board, in no event, shall unreasonably withhold its approval of any proposed lease agreement; however, should the Board find that the proposed tenant has a poor credit rating, received poor references from prior landlords, a violent criminal history, number of intended occupants, is a registered sex offender, or if the Board determines that the term of the lease is not adequate, or that the security deposit required thereunder is not adequate to protect the interests of the other Owners in maintaining the project, the Board may refuse to approve such lease agreement. The foregoing list is illustrative only, and is not a complete listing of possible grounds for withholding approval of a proposed lease agreement by the Board. The amount of security and other deposits shall be approved by the Board in a reasonable amount to protect the Association and the other Owners, due regard being given to the credit worthiness of the proposed tenant, the length of the term of the proposed lease, and other such factors as the Board may determine.

Nothing in this Article and or Declaration shall be deemed to, construed as, or used in any way to discriminate against any person(s) on the account of race, color, creed, religion, gender, age, marital status or people with children.

10.2 Liability of Owner and Tenant

Any costs associated with the enforcement of this article shall be assessed against such Unit and collectable as an assessment as provided in this Declaration.

10.3 Additional Authority of the Board against the Tenant

10.3.1 The Board may collect payment of Common Expense Funds from a tenant with a properly executed lease agreement for any amount owed to the Council by the Owner of a Unit which funds that have become more than ninety (90) days delinquent for further payment of items as due to the for the management of the Common Expense Fund. The Board may bring action to evict a tenant who fails to pay the Council for the payment of Common Expense funds.

10.3.2 The Board may bring action to evict a tenant who fails to pay the Council for the cost of repairs to any of the common elements and or limited common elements determined to be damaged by the tenant, their guests or invitees by manner of negligence, oversight, or improper upkeep.

10.4 Lease Agreement Required Clauses. The lease agreement shall state that the Lessee and tenant are subject to the terms and provisions of the Declaration, By-Laws and any Rules and Regulations of the Association. The Board may bring to action to evict a tenant who violates the Declaration, Rules or By-Laws. Any costs associated with the enforcement of this article shall be assessed against the Owner of such Unit, and collectable as an assessment as provided in this Declaration.

11 MISCELLANEOUS

- 11.1 No Partition.** The General Common Elements shall remain undivided and shall not be subject to an action for partition or division of the co-ownership thereof as long as suitable for a Condominium Regime, and, in any event, all Mortgages secured by an interest in the General Common Elements must be paid in full prior to bringing any action for partition or the written consent of all holders of such Mortgages must be obtained; no individual Residence Unit may be partitioned without first obtaining the written consent of Seventy-five (75%) of the members of the Council entitled to vote.
- 11.2 Alteration of Boundaries of Residence Units.** If one person, firm or entity is the Owner of all or part of two (2) Residence Units which are adjoining whether adjoining vertically (above and below each other) or horizontally (on the same floor of the Building) or if two (2) Owners of adjoining Residence Units so agree, then such Owner or Owners shall have the right to remove all or any part of any intervening partition or floor or create doorways or other openings in such partition or floor, notwithstanding the fact that such partition or floor may in whole or part be a General Common Element, so long as no portion of any load bearing wall, or load bearing column is weakened or removed and no portion of any General Common Element other than that partition is damaged, destroyed or endangered.
- In any of such events, the Owner or Owners involved may relocate the boundaries between adjoining Residence Units by causing an appropriate instrument of amendment to this Declaration to be prepared and executed by such Owners, which instrument shall be joined in by the President of the Council and recorded. The instrument of amendment:
- (a) shall show the boundaries between those Residence Units which are being relocated
 - (b) shall recite the occurrence of any conveyancing between the Owners of such adjacent Units and
 - (c) shall specify any reasonable reallocation as agreed upon between the Residence Units involved of the aggregate Percentage Ownership Interests in the General Common Elements pertaining to those Residence Units. Such plats and floor plans as may be necessary to show the altered boundaries between the Residence Units involved shall be certified to their accuracy by a registered architect or engineer.
- 11.3 Enforcement.** The Board or any Owner shall have the right to enforce, by any proceedings at law or in equity, all terms and provisions hereof. Failure by the Board or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.
- 11.4 Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 11.5 Easements for Encroachments.** If any portion of the General Common Elements shall be situated or encroach upon any Residence Unit, or if any Residence Unit or fixture thereof shall actually encroach upon any portion of the General Common Elements, as the Residence Units and General Common Elements actually and physically exist, or as shown by the survey plats attached hereto, or if any Residence Unit or fixture thereof shall actually encroach upon any portion of any other Residence Unit, as the Residence Unit actually and physically exist as of the date of filing hereof, or as shown by the survey plats attached hereto, then there shall be deemed to be mutual valid easements for such encroachments and for the maintenance of same as long as such encroachments exist. In the event the Buildings or other Improvements are totally or partially damaged or destroyed and then repaired, restored or rebuilt, the Owners agree that all encroachments of or upon the General Common Elements and facilities due to repair or reconstruction shall be permitted and that a valid easement for such encroachments and maintenance thereof shall exist.

- 11.6 Taxes.** Taxes, assessments and other charges of the City, County, State or other political entities or any special district thereof, shall be separately assessed, and each Owner shall pay as his own personal expense all tax assessments against his Residence Unit. Taxes are not part of the common expenses. Taxes on personal property owned by the Council as part of the General Common Elements shall be paid by the Council as a common expense.
- 11.7 Perpetuities.** If any provision of this Declaration or the By-Laws would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then notwithstanding anything herein to the contrary, such provisions shall be deemed to remain in effect and run for the period of the lives of the now living children of the President of the United States, George W. Bush, whichever of said children shall live longer, plus the period of twenty-one (21) years, commencing from the date of execution of this amendment.
- 11.8 Omissions.** In the event of the omission from this Declaration of any provision or stipulation which shall be vital, necessary or expedient for the accomplishment of the purposes and intent of this Declaration, then in such event this Declaration shall not thereby fail, either in whole or in part, but any and all such omitted matter shall be supplied by inference and/or by reference to the provisions of the Uniform Condominium Act, Title 7, Section 82, of the Texas Code pursuant to which this Declaration is filed for record, and the provisions of the Uniform Condominium Act, Title 7, Section 82, of the Texas Code, are hereby made a part hereof by reference thereto.
- 11.9 Interpretation.** If any Declaration or provision, word, sentence, or clause contained in this Declaration or in the By-Laws shall be susceptible to two (2) or more interpretations, then the interpretation which shall most nearly be in accordance with the Uniform Condominium Act, Title 7, Section 82, of the Texas Code and the general purposes and intent of this Declaration and the By-Laws shall govern.
- 11.10 Rights and Obligations.** The rights and obligations of the respective Owners under this Declaration and the By-Laws, including amendments thereto, shall be deemed to be covenants running with the land, so long as the project property remains subject to the Uniform Condominium Act, Title 7, Section 82, of the Texas Code, and shall ensure to the benefit of and be binding on each and all of the respective Owners and their respective heirs, executors, administrators, successors, legal representatives, assigns, purchasers, lessees, grantees and mortgagees, and all others having or claiming an interest in any Residence Unit, subject to the provisions of the Uniform Condominium Act, Title 7, Section 82, of the Texas Code, this Declaration and the By-Laws. Upon acceptance or recordation of any deed or other instrument conveying title to a Residence Unit, the Owner thereof shall be deemed to have accepted and agreed to and shall be bound by and subject to each and all of the provisions of the Uniform Condominium Act, Title 7, Section 82, of the Texas Code and of this Declaration and By-Laws, as not existing or hereafter amended.
- 11.11 Affirmation.** Council and Owners hereby unconditionally:
- a) ratify, confirm, and affirm all terms and provisions of the Declaration, including, without limitation, the obligation of Owners to promptly and regularly pay common expenses charges on the Project,
 - b) acknowledge and admit the enforceability and validity of the terms and provisions of the Declaration, including, without limitation, the obligations of Owners to promptly and regularly pay common expense charges on the Project, and
 - c) acknowledge and admit that all terms and provisions of the Declaration shall continue to be legal, valid and binding obligations of Council and Owners, including, without limitation, the obligation of Owners to promptly and regularly pay common expenses charges on the Project.
- 11.12 Covenants and Warranties.** Council and Owners hereby unconditionally covenant and warrant
- (a) that the signatures on the Declaration and this Agreement are valid, binding and authentic signatures of Owners and Council's authorized representatives,
 - (b) that the representations and warranties contained in this Agreement and in the Declaration are true and correct,

(c) that the terms and provisions of the Declaration represent the true collective intent of the Council and Owners, and

(d) to abide by, adhere to and comply with the terms and provisions of the Declaration, including, without limitation, the obligation of the Owners to promptly and regularly pay common expenses charges on the Project.

- 11.13 Utility Easements.** A valid easement shall exist in each Residence Unit and in each portion of the General Common Elements for the benefit of each Owner, the municipality and all other governmental bodies, and each utility company for the installation, maintenance, repair, removal or replacement of any and all utility lines, wires, conduits, facilities and equipment, serving the Buildings as a whole or any individual Residence Unit or the General Common Elements or any part thereof, and the ownership of the Residence Units and interest in the General Common Elements or any part thereof, and the ownership of the Residence Units and interest in the General Common Elements shall be subject to such easements. Prior to the filing of this Declaration for record, the Developer may grant specific easements as may be required by any governmental body and utility company, in which event the Condominium Regime thereof shall be subject to all such specific easements so granted, with the same force and effect as if fully set out in this Declaration. After this Declaration is filed for record, then the Board shall have the authority to authorize and empower any officer of the Council, as the act and deed of the Council, and as attorney-in-fact for all Owners, to grant such specific easements as may be required and as the Board shall deem proper, and in such event the ownership of the Residence Units and the interest in the General Common Elements shall be subject to all such specific easements so granted.
- 11.14 Notice to Mortgagee.** A Mortgagee of a Residence Unit shall be entitled to receive written notification from the Council of any default by the owner of such Residence Unit in performance of said Owner's obligations under this Declaration, the By-Laws and Rules and Regulations promulgated thereunder which is not cured within sixty (60) days.
- 11.15 Discrimination.** Nothing in this Declaration shall be deemed to, construed as, or used in any way to discriminate against any person(s) on the account of race, color, creed, religion, gender, age, marital status or people with children.
- 11.16 Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- 11.17 Abandonment.** Unless the prior written consent of eighty (80%) percent of the members of the Council entitled to vote is first obtained, and their Mortgagees, the Condominium Regime shall not be abandoned or terminated.
- 11.18 Applicable Law, Venue, and Service of Process.** This agreement shall be governed by and constructed in accordance with the current laws of the state of Texas and the applicable laws of the United States of America. This agreement has been entered into in Harris County, Texas, and shall be wholly performable in Harris County, Texas.

EXHIBIT "A"

PROPERTY DESCRIPTION

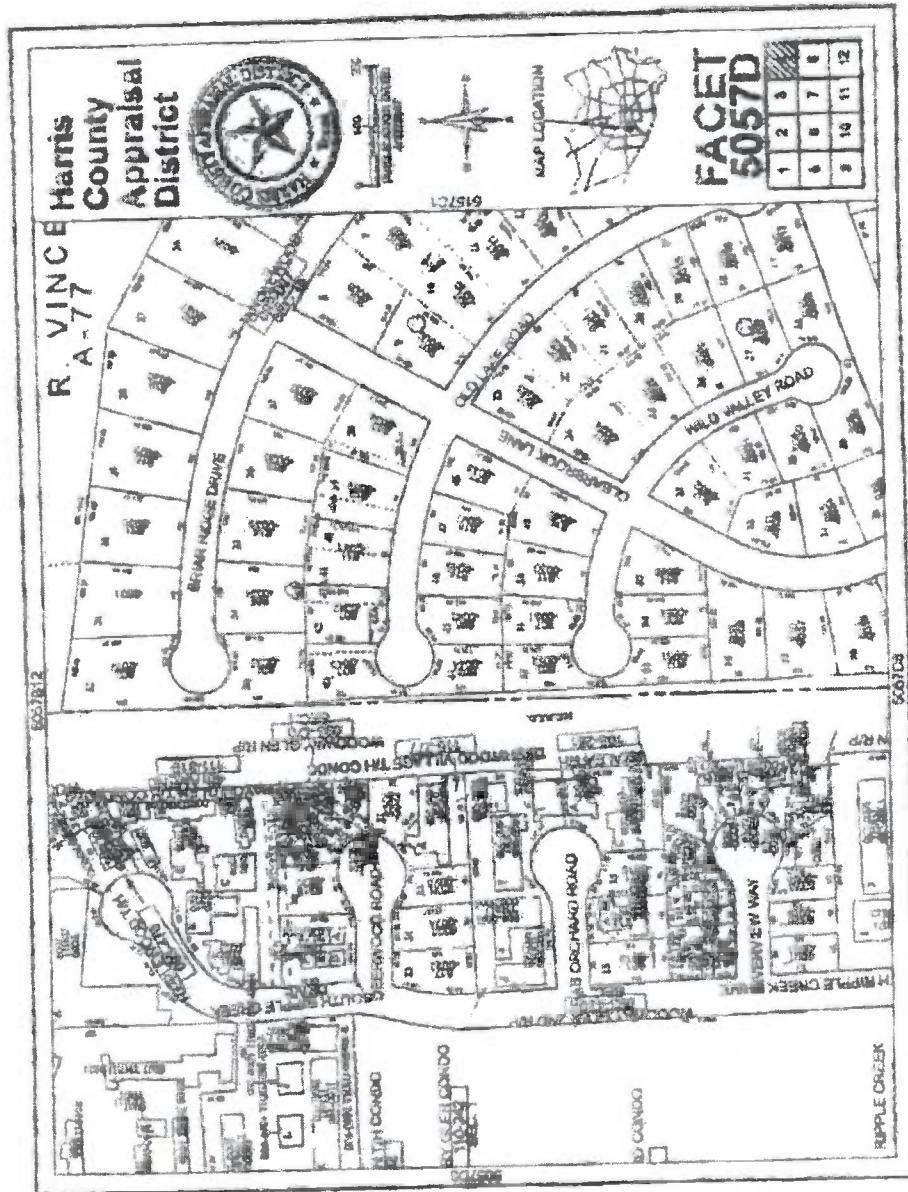
1.2181 acres of land, being Lots 18, 19, 20, 21 and 22 out of the Second Replat of Woodway Glen Subdivision, Section 1 as show by the map or plat thereof recorded in Volume 77, Page 16 of the Harris County Map Records, and also existing on Facet 5057D on the Harris County Appraisal District Records.

Kerry Glen I is 24 Units with the following physical addresses:

- 821 South Ripple Creek, Houston, Texas 77057
- 823 South Ripple Creek, Houston, Texas 77057
- 825 South Ripple Creek, Houston, Texas 77057
- 6302 Crab Orchard, Houston, Texas 77057
- 6304 Crab Orchard, Houston, Texas 77057
- 6306 Crab Orchard, Houston, Texas 77057
- 6308 Crab Orchard, Houston, Texas 77057
- 6310 Crab Orchard, Houston, Texas 77057
- 6312 Crab Orchard, Houston, Texas 77057
- 6314 Crab Orchard, Houston, Texas 77057
- 6316 Crab Orchard, Houston, Texas 77057
- 6318 Crab Orchard, Houston, Texas 77057
- 6320 Crab Orchard, Houston, Texas 77057
- 6322 Crab Orchard, Houston, Texas 77057
- 6324 Crab Orchard, Houston, Texas 77057
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- 6342 Crab Orchard, Houston, Texas 77057

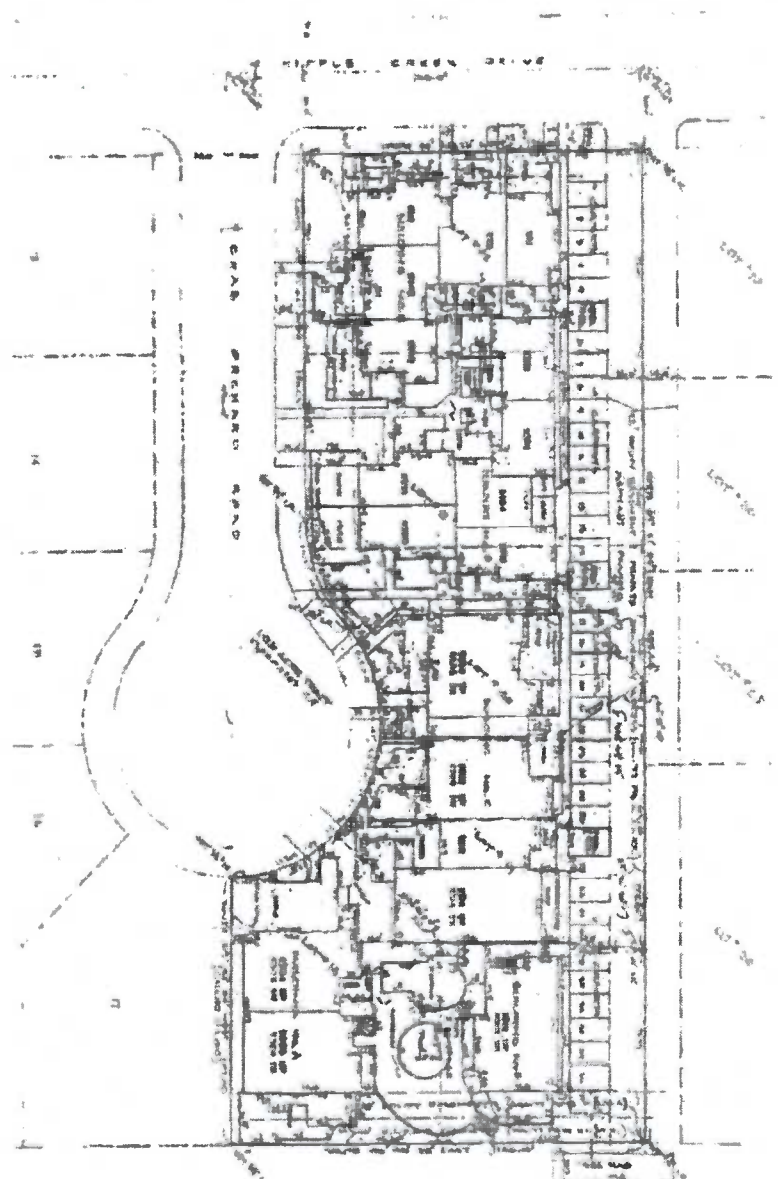
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EXHIBIT "A"



Page Two of a Two Page Exhibit

Exhibit "B" to Declaration For Condominium
of Water over Condominium I
Page One of a Two Page Exhibit



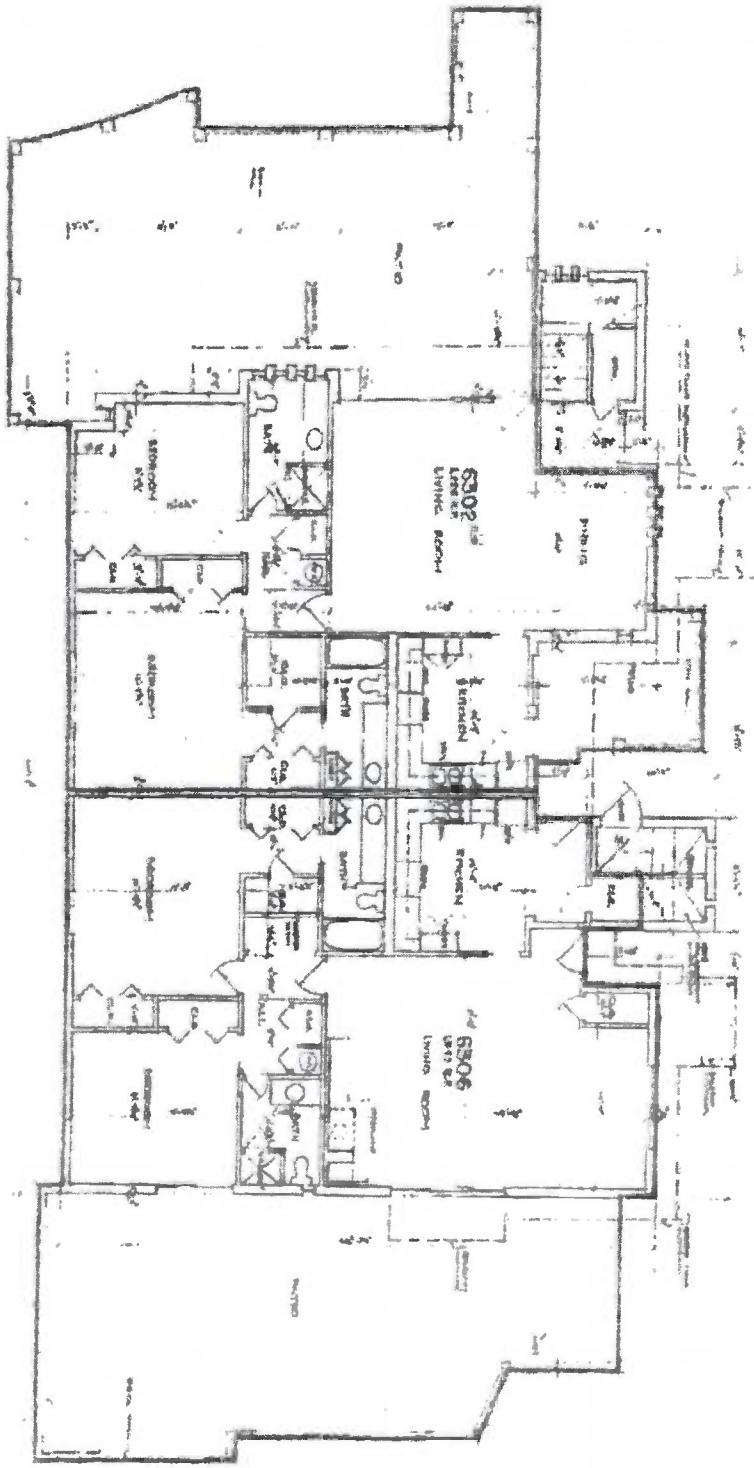
SURVEY OF 17.181 ACRES.
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Survey of 17.181 Acres
WILLIAM S. BOWLES
SURVEYOR

EXHIBIT "B" TO DECLARATION OF
CONDOMINIUM FOR KERRY GLEN CONDOMINIUM I

<u>RESIDENCE UNIT NUMBER</u>	<u>PARKING SPACE NUMBER</u>
6302	36
6304	35
6306	34
6308	33
6310	32
6312	31
6314	30
6316	29
6318	27 & 28
6320	26
6322	25
6324	24
6326	23 & 22
6328	21 & 20
6330	19 & 18
6332	17 & 16
6334	15 & 14
6336	13 & 12
6338	11 & 10
6340	9 & 8
6342	7 & 6
821	5
823	4 & 3
825	2 & 1

Page Two of a Two Page Exhibit

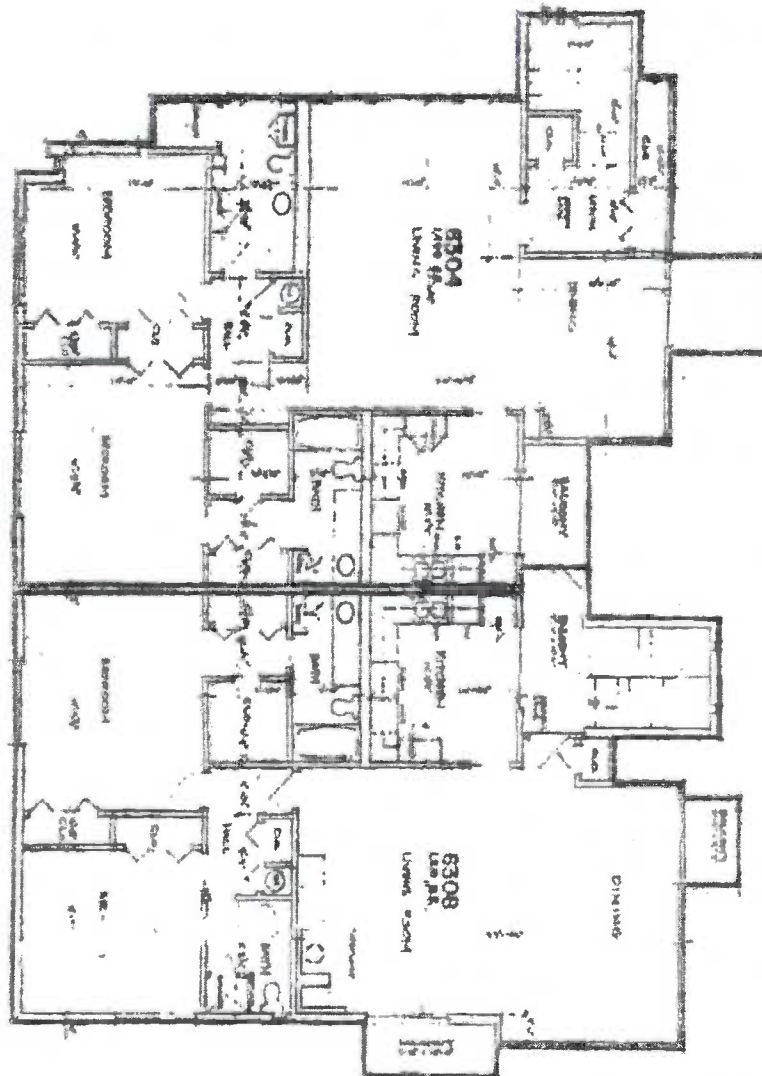


7TH FLOOR PLAN BUILDING NO. A
 UNIT 6302
 UNIT 6306
 SCALE: 1/8" = 1'-0"

Exhibit "C" To Declaration For
 Contamination of Kerry Glen Condominium I

Page One of a Ten Page Exhibit

	<p>KERRY GLEN APARTMENTS 1000 WESTINGHOUSE BLVD, SUITE 1000, HOUSTON, TEXAS 77030</p>	<p>MERLISA JONES & ROBINSON, AIA ARCHITECTS ENGINEERS PLANNERS 1100 WESTINGHOUSE BLVD, SUITE 1000, HOUSTON, TEXAS 77030 (713) 861-1100</p>	
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SECOND FLOOR PLAN, BUILDING NO. A
 2777 P.M.
 AREA NORTH OF R.F. 16, 15E 14E, 15E 15E

Exhibit "C" to Declaration for
 Condemnation of Kerry Glen Condominium
 I

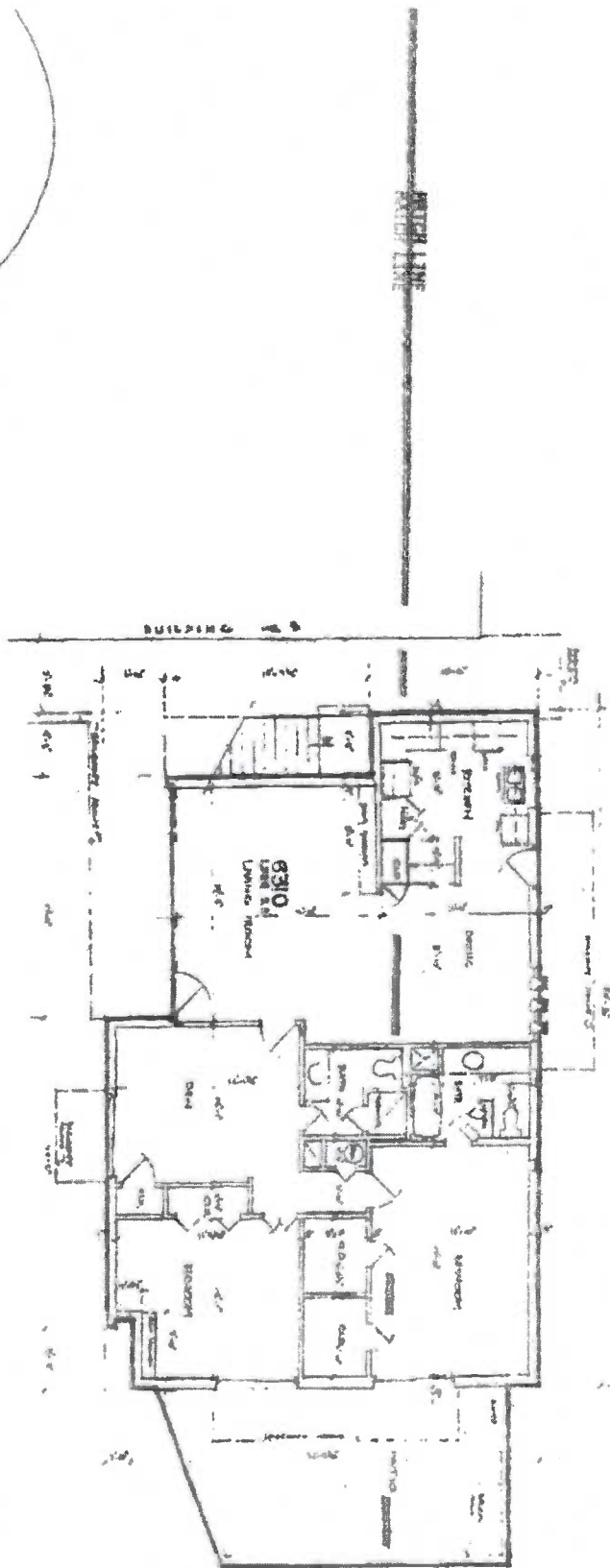
KERRY GLEN APARTMENTS
 3545 BROADWAY ST. AT RYAN CORNER, DALLAS
 DALLAS, TEXAS

KERLIS, JONES & ROBINSON, AIA
 ARCHITECTS ENGINEERS PLANNERS
 1000 WESTWIND DRIVE, HOUSTON, TEXAS 77006 (713) 865-0000



KERRY GLEN CONDOMINIUM
 FIRST AMENDMENT
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 33 PAGE 130

KEY MAP



FIRST FLOOR PLAN, BUILDING NO. D
 APPROX. SCALE: 1/8" = 1'-0"

Exhibit "C" to Declaration
 For Condominium of Kerry Glen
 Condominium I
 L. T. Dea Exhibit

KERRY GLEN APARTMENTS
 12405 ORCHARD RD. AT RYAN CREEK DR
 HOUSTON, TEXAS

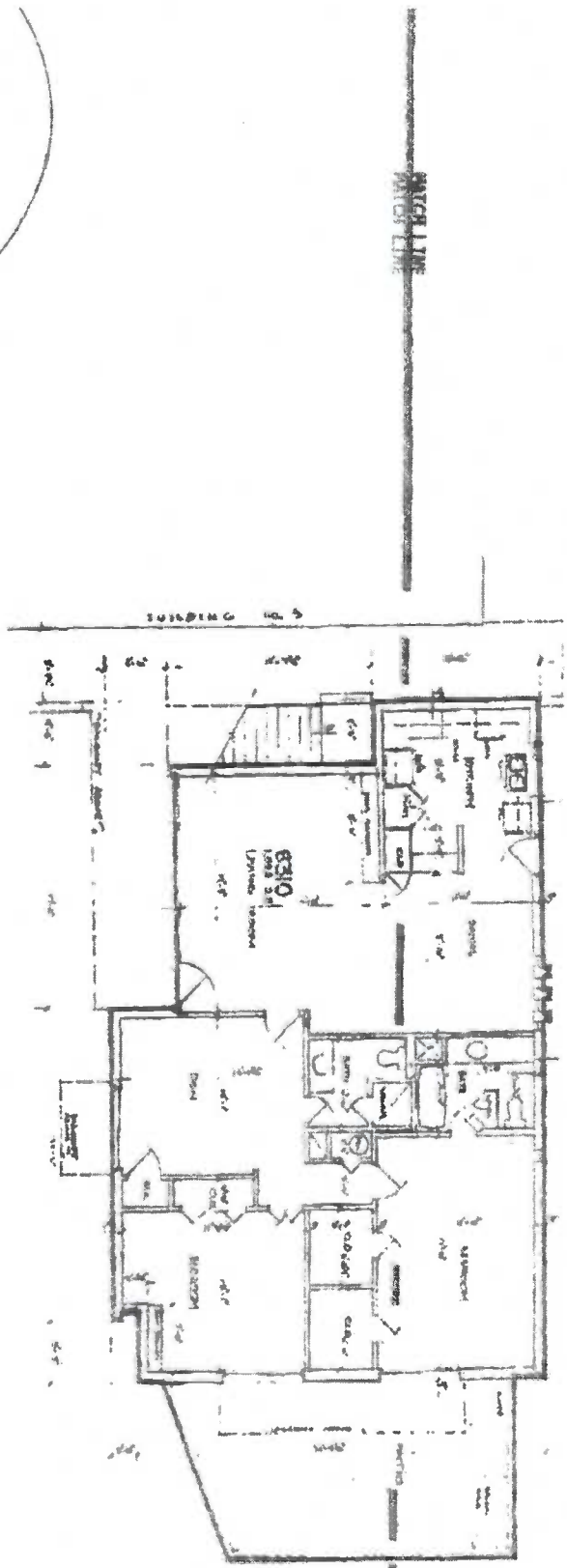
MERLINS, JONES & ROBINSON, AIA
 ARCHITECTS ENGINEERS PLANNERS
 2800 ROYALWAY PWT HOUSTON, TEXAS 77058 (713) 835-2200



KEY MAP
 KERRY GLEN CONDOMINIUM
 FIRST AMENDMENT
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 TARRANT COUNTY, TEXAS
 PAGE 190

TARRANT COUNTY, TEXAS
 COUNTY CLERK

UNIT NUMBER
 PAGES



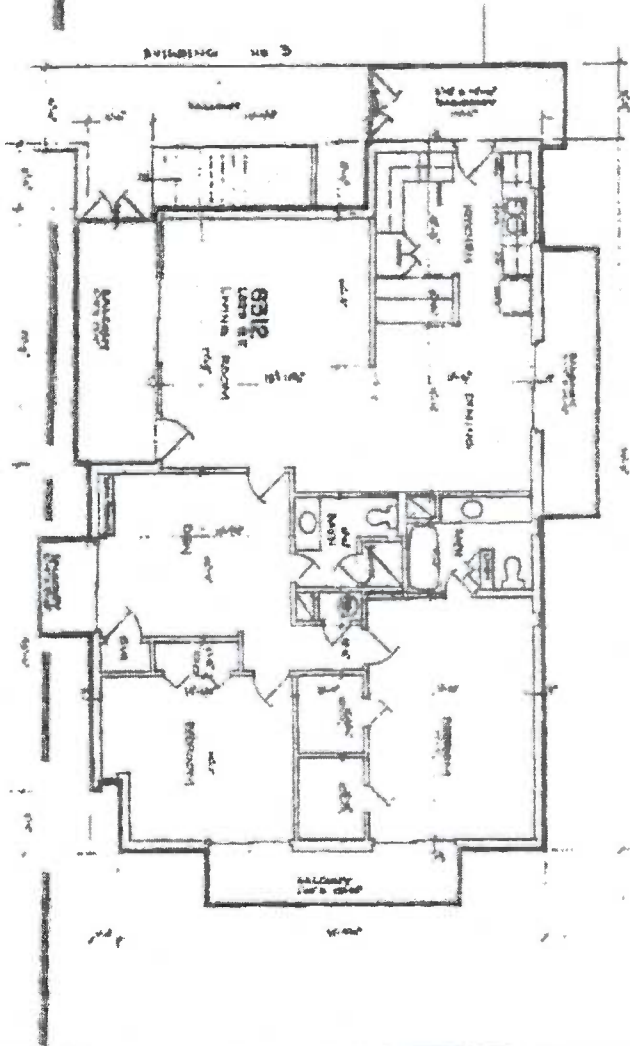
FIRST FLOOR PLAN, BUILDING NO. B
 SHOWS NAME OF PLANS AND SCALE

Exhibit "C" to Declaration
 For Condominium of Kerry Glen
 Condominium I
 Page Three of a Ten Page Exhibit

KERRY GLEN APARTMENTS
 1200 W. WYATT ST. AT TARRANT COUNTY CLERK'S OFFICE
 TARRANT, TEXAS

MERLINS, JONES & ROBINSON, AIA
 ARCHITECTS ENGINEERS PLANNERS
 1000 W. WYATT ST. TARRANT, TEXAS 76178 (817) 253-6000



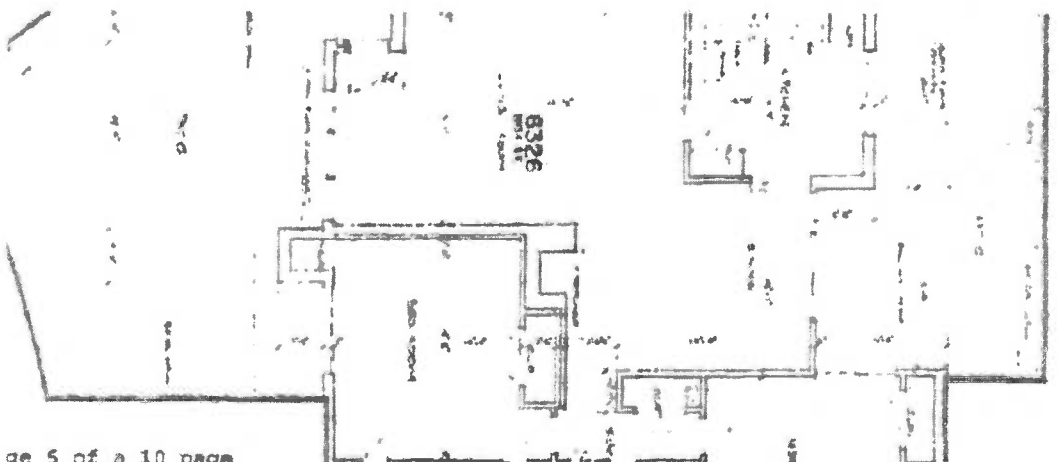


SECOND FLOOR PLAN, BUILDING NO. D
 FROM RECORDS OF PLANS AND SPECIFICATIONS

Exhibit "C" to Declaration
 For Condominium of Kerry
 Glen Condominium
 Page Four of a Ten Page Exhibit

33

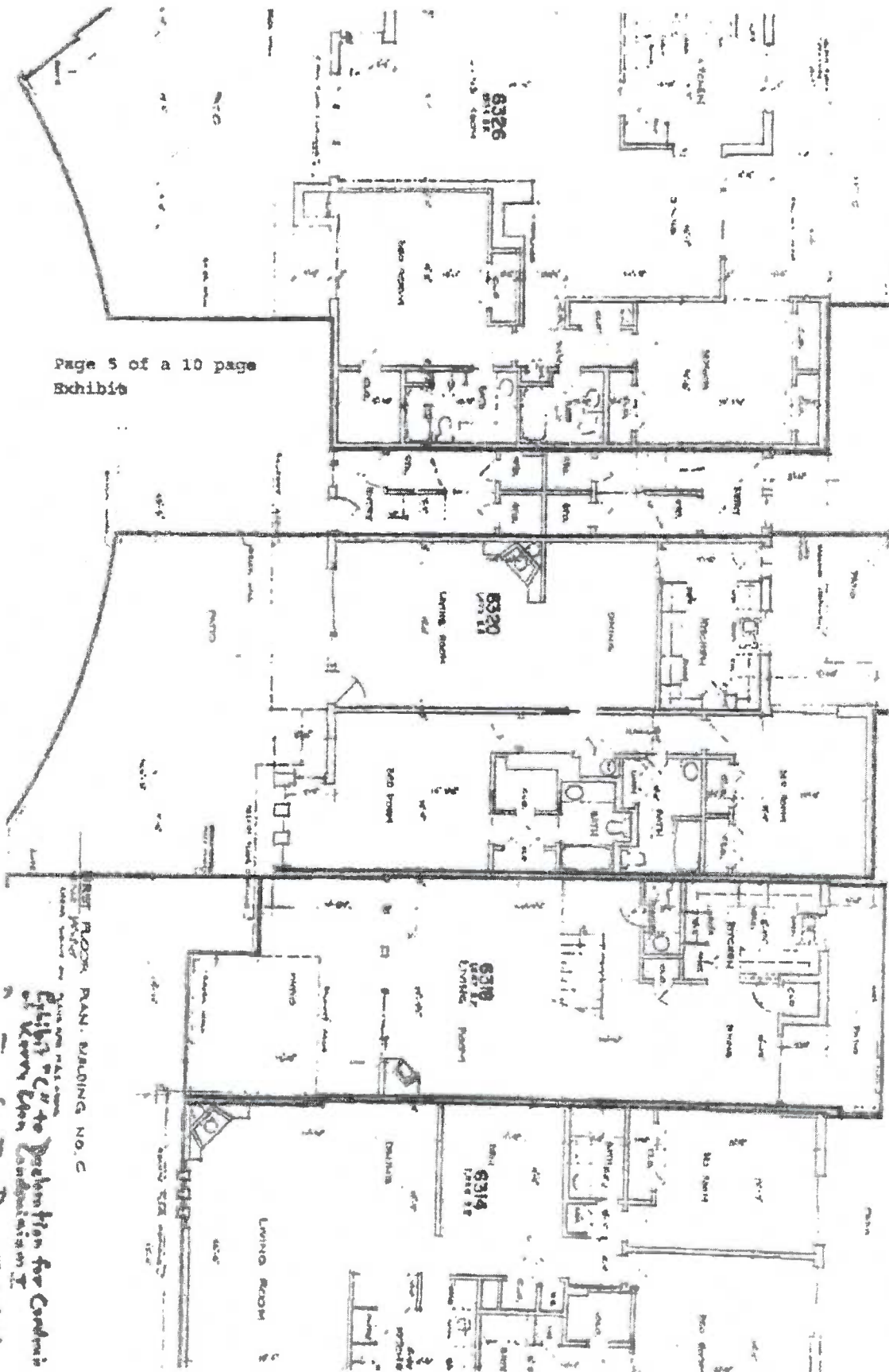
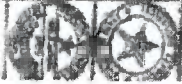
<p>KERRY GLEN APARTMENTS 1000 BROADWAY, HOUSTON, TEXAS</p>	<p>MERLISS, JONES & ROBINSON, AIA ARCHITECTS ENGINEERS PLANNERS 200 NORTHBRIDGE PKY HOUSTON TEXAS 77002 (713) 421-8800</p>	
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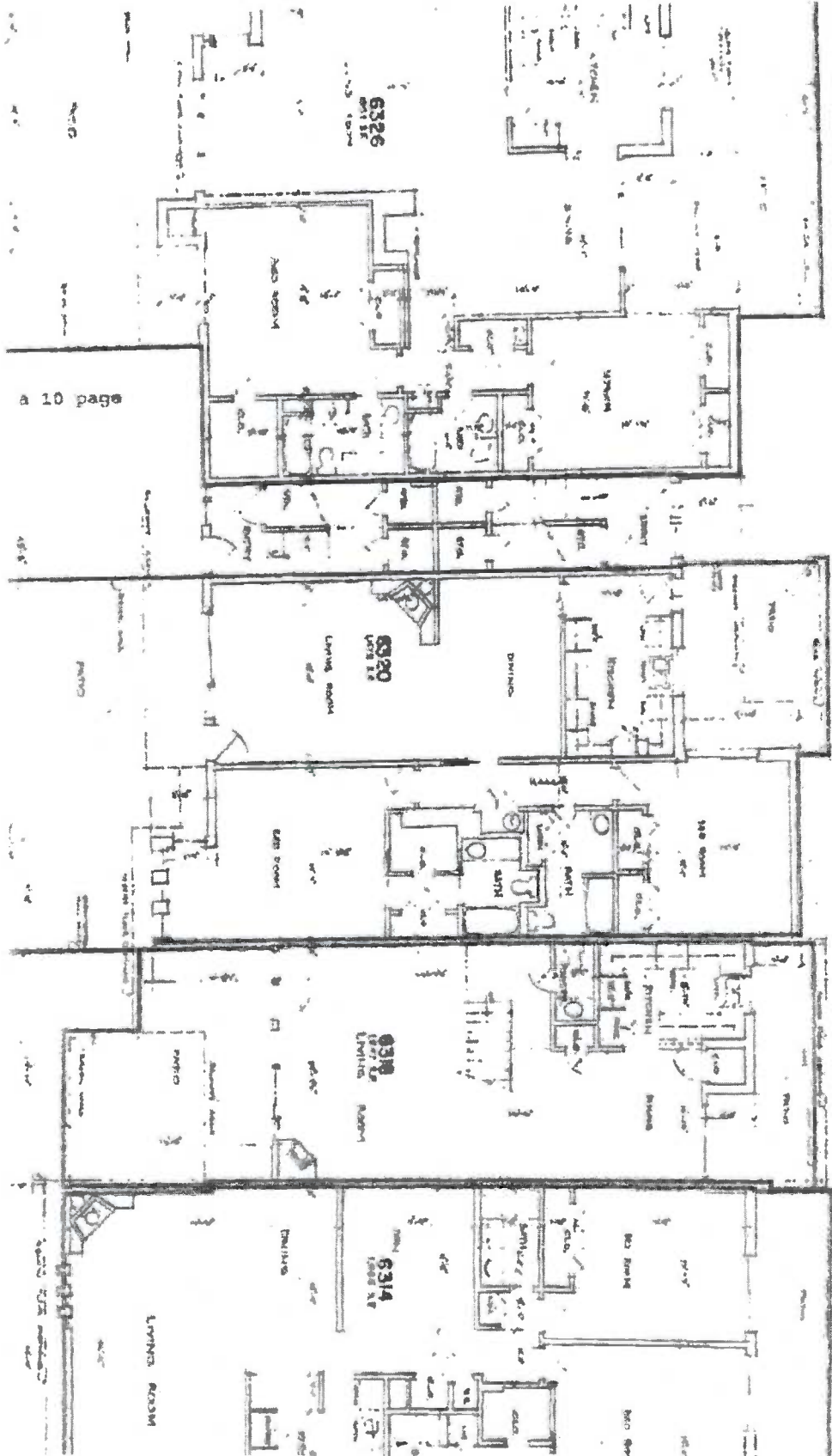
KERRY GLEN APARTMENTS
 6340 CRENSHAW RD. AT WYLLA LANE, HOUSTON
 HOUSTON, TEXAS

MERLEISA, JONES & ROBINSON, AIA
 ARCHITECTS REGISTERED PLANNERS
 2805 ROBERTSON FRY HOUSTON TEXAS 77004 (713) 481-1100



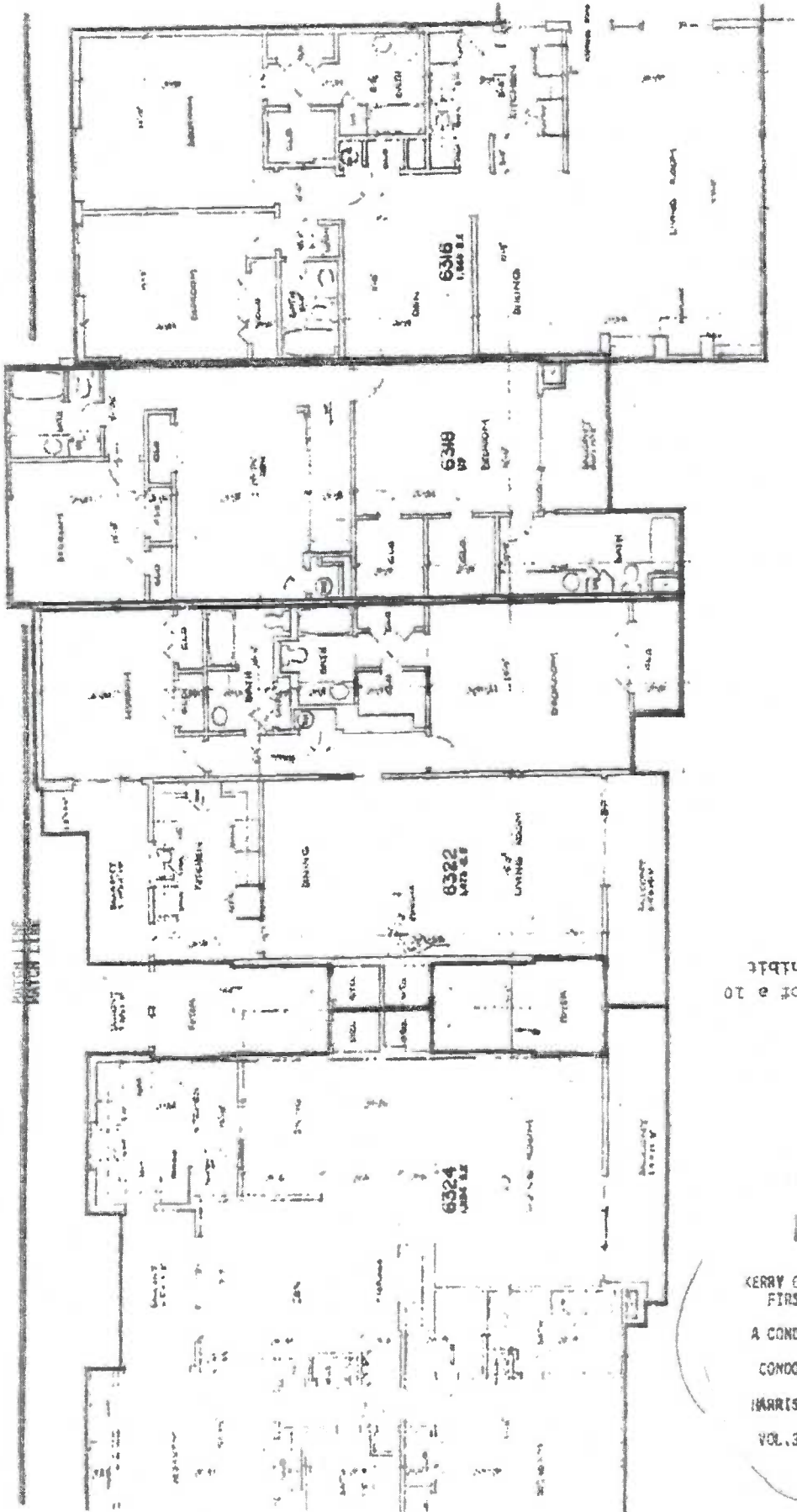
Page 5 of a 10 page
 Exhibit

UNIT ROOM PLAN BUILDING NO. C
 Exhibits C & D to Declaration for Condominium
 of Kerry Glen Condominiums I



a 10 page

RENTAL UNIT CONSTRUCTION
DECLARATION OF COMPLETION
THIS IS PAGE 4 OF 14 PAGES
MEMPHIS, TENNESSEE

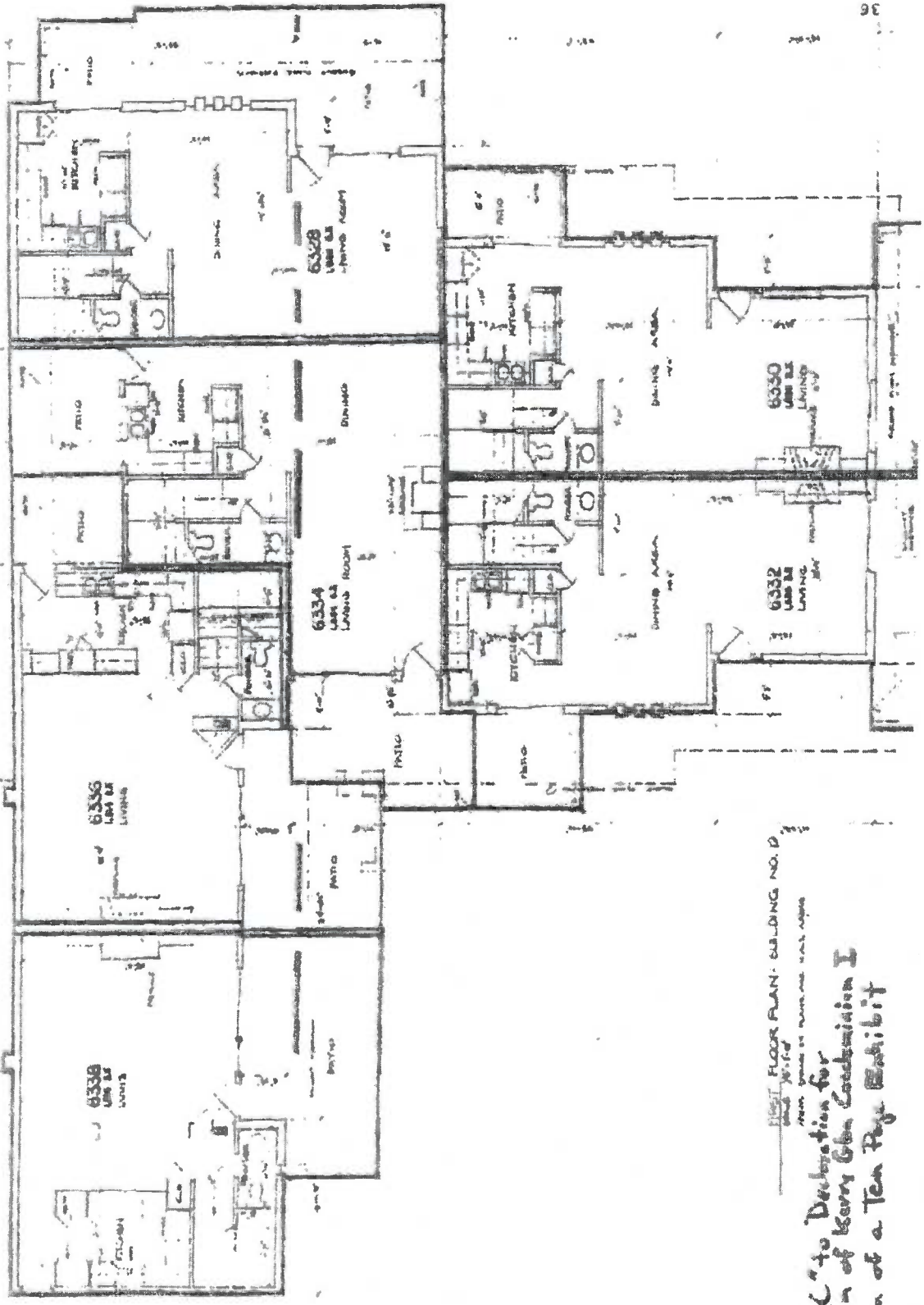


SECOND FLOOR PLAN - BUILDING NO. C
 SHEET 18-17
 FROM PLANS OF KERRY ELEN CONDOMINIUM PROJECT
 Exhibit "C" to Declaration for
 Condominium of Kerry Glen
 Condominiums I

Page 6 of a 10
 Page Exhibit

KEY MAP

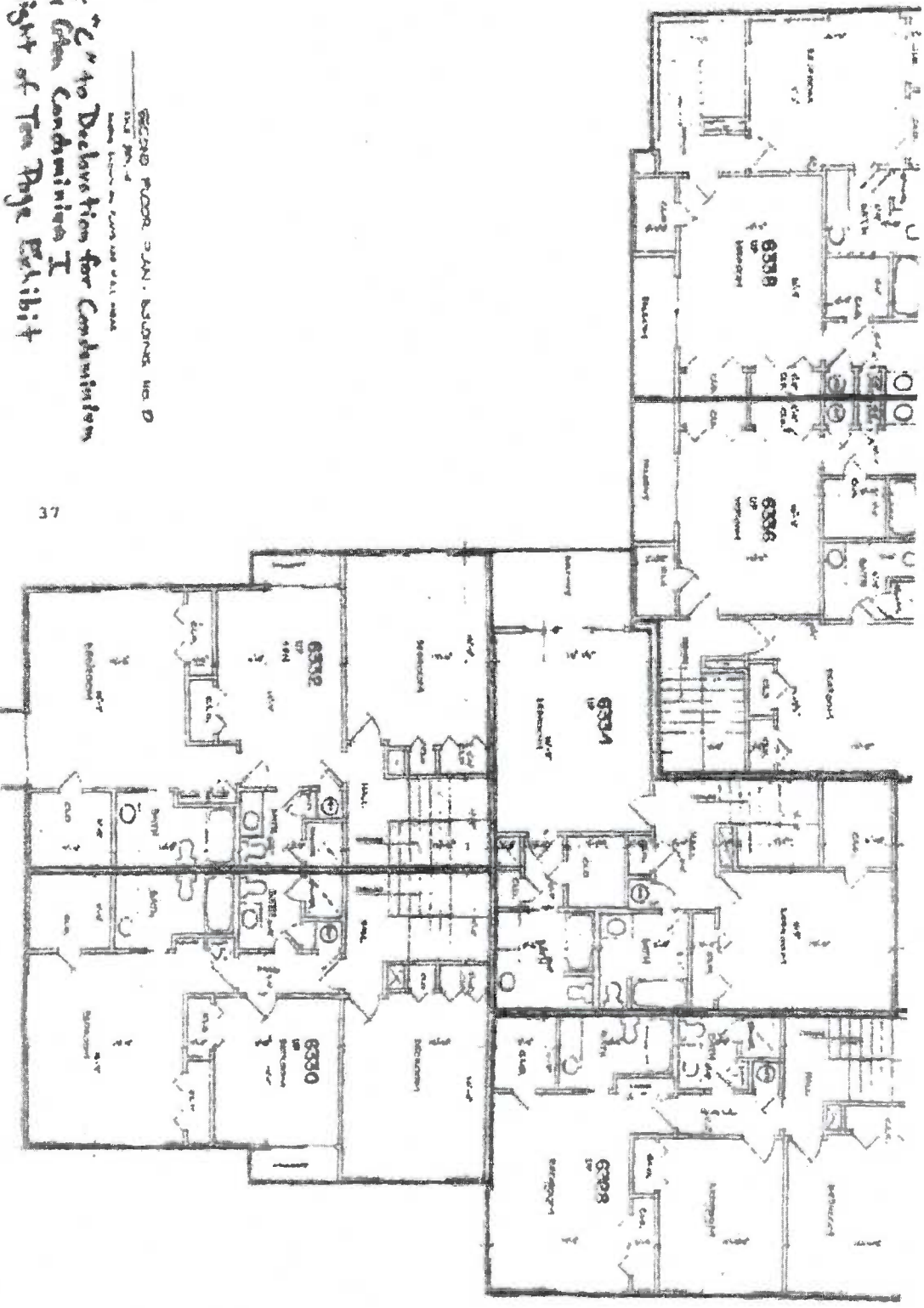
KERRY ELEN CONDOMINIUM
 FIRST AMENDMENT
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 33 PAGE 134

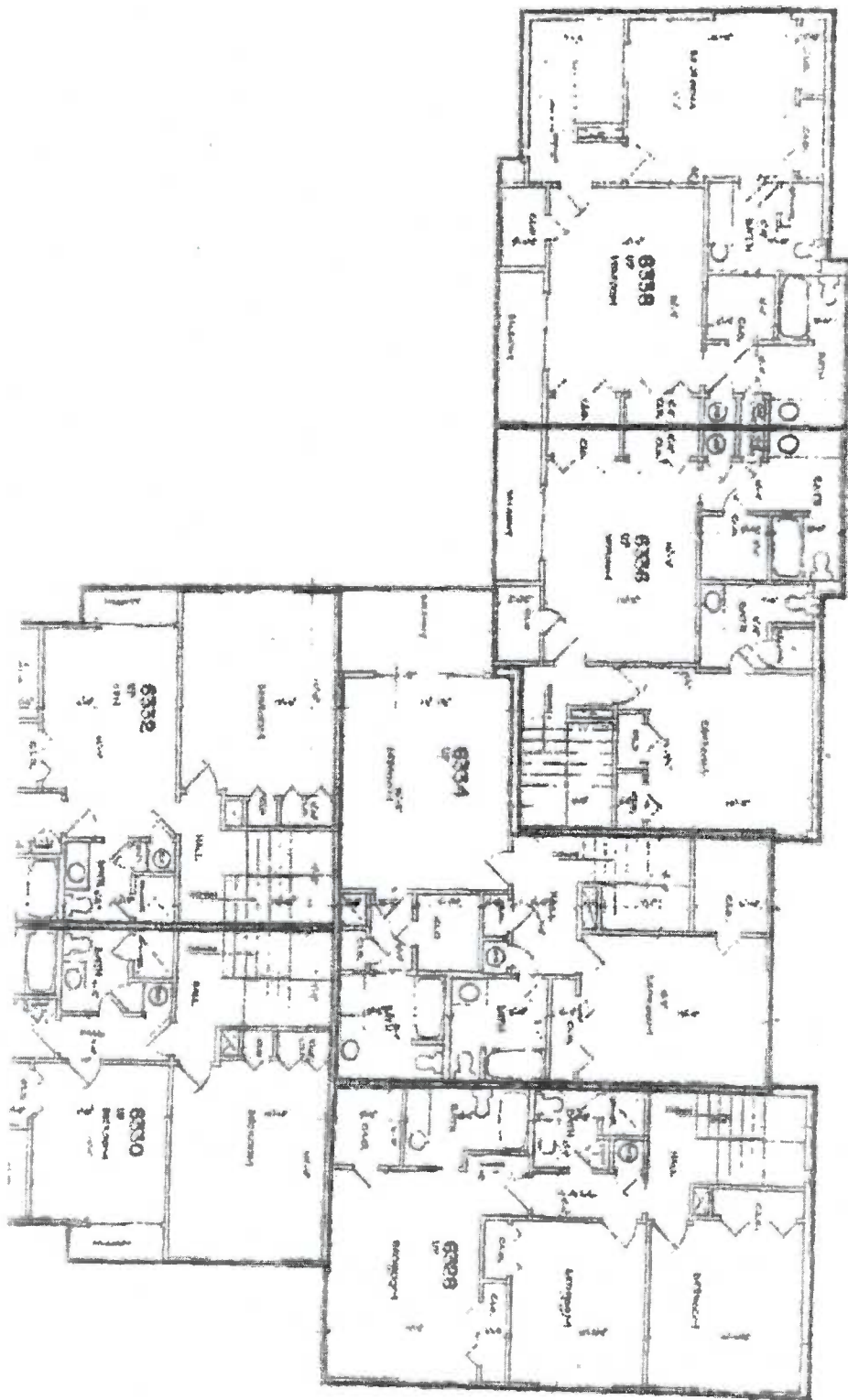


FIRST FLOOR PLAN - BUILDING NO. D
 FROM PLANS BY ARCHITECTS JONES & ROBINSON
 Exhibit C to Declaration for
 Dominion of Kerry Glen Condominium I
 & Sewer of a Ten Page Exhibit

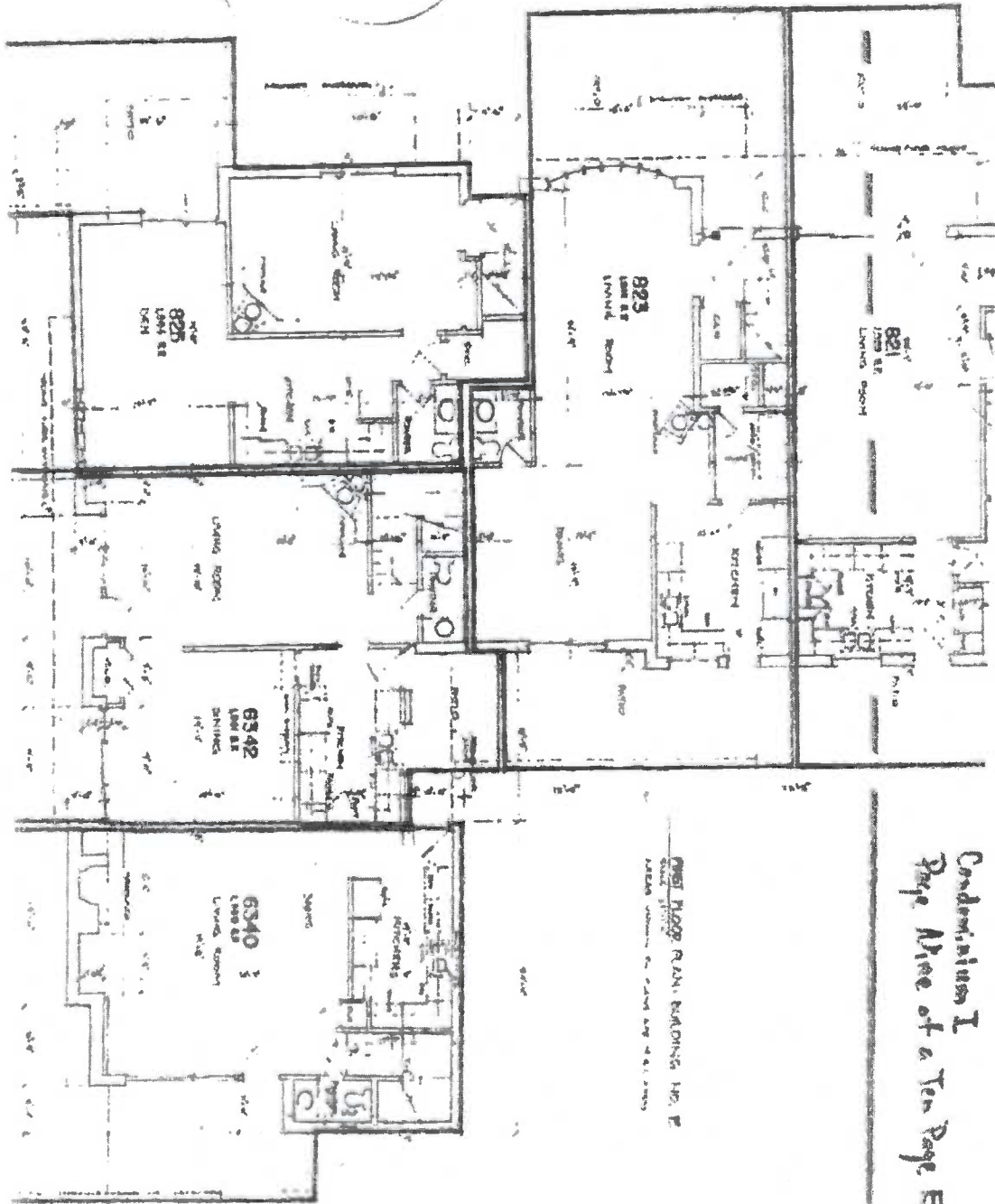
Exhibit "C" to Declaration for Condominium
 of Kerry Glen Condominium I
 Page Eight of Ten Page Exhibit

SECOND FLOOR PLAN, BUILDING NO. D





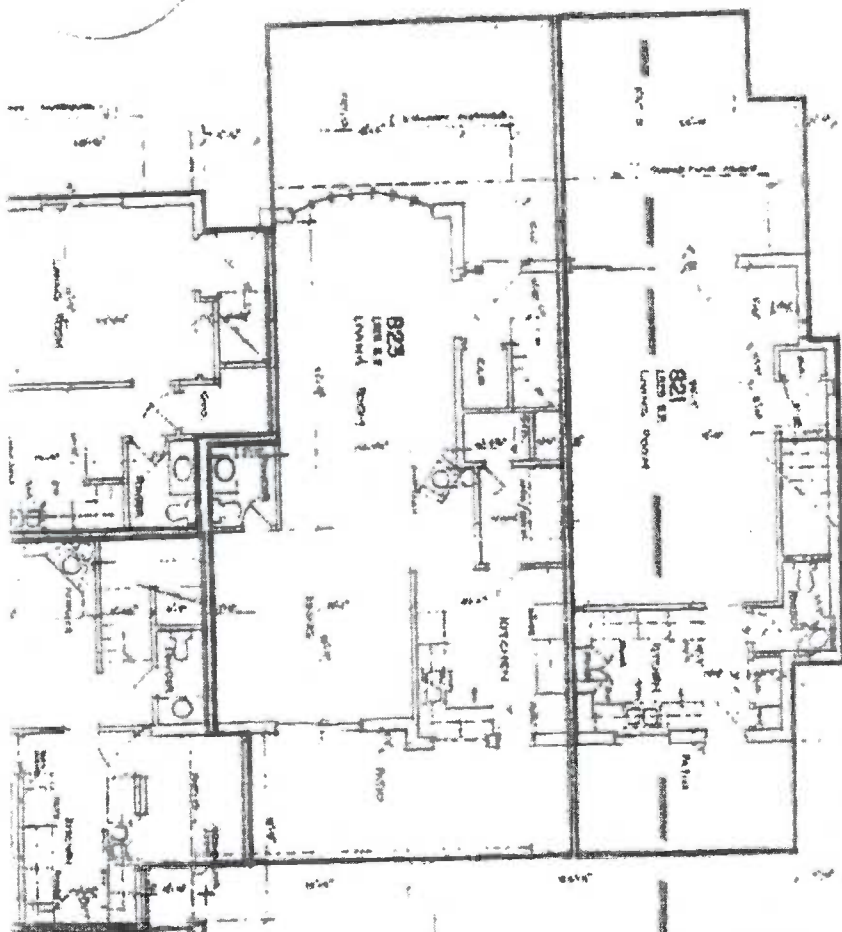
KEY MAP
 KERRY GLEN CONDOMINIUM I
 FIRST AMENDMENT
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 33 PAGE 136



Condominium I
 Page Nine of a Ten Page Exhibit

ONE HUNDRED PLAN BUILDING, INC.
 1000 WEST 17TH STREET, SUITE 1000
 HOUSTON, TEXAS 77002

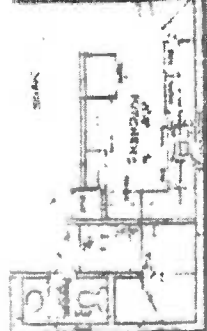
KEY MAP
 KERRY GLEN CONDOMINIUM
 FIRST AMENDMENT
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORD
 HARRIS COUNTY, TEXAS
 PAGE 13



COUNTY :
 CONDOMIN.
 FILM C
 NO
 DEC
 THIS I

Exhibit "C" to PERSONAL USE THE
 Condominium of Kerry Glen
 Condominium I
 Page Nine of a Ten Page Exhibit

FIRST FLOOR PLAN BUILDING NO. 1
 ARCHITECTS ENGINEERS PLANNERS



APARTMENTS
 10000 COMB. 2000

MERLISS, JONES & ROBINSON, AIA
 ARCHITECTS ENGINEERS PLANNERS
 100 SOUTHWEST FRY ROAD, HOUSTON, TEXAS 77057 (713) 961-1000



EXHIBIT "D"
 TO DECLARATION OF CONDOMINIUM
 FOR KERRY GLEN CONDOMINIUM I

Percentage Ownership Interests

<u>RESIDENCE UNIT NUMBER</u>	<u>PERCENT OWNERSHIP INTEREST</u>
6302	3.1228
6304	3.8119
6306	3.9213
6308	4.1145
6310	3.8882
6312	3.8882
6314	3.9823
6316	3.9823
6318	4.6969
6320	3.7458
6322	3.7458
6324	4.9690
6326	4.9690
6328	4.6689
6330	4.6689
6332	4.6689
6334	4.2061
6336	3.8501
6338	3.8501
6340	4.1959
6342	4.7325
821	3.8780
823	4.6180
825	<u>3.8246</u>
	100.0000

RICE OF
 F. & KAUFMAN
 HARRIS COUNTY, TEXAS
 CLERK OF COUNTY CLERK
 102212
 CONDOMINIUM I
 OF CONDOMINIUM
 16 OF 16 PAGES
 LAMER KM-4574



CONDOMINIUM RESALE CERTIFICATE
(Section 62.157 Texas Property Code)

Condominium Certificate concerning Condominium Unit _____, in Building _____, of _____
a condominium project, located at _____
(Address), City of _____
County of _____, Texas, on behalf of the condominium owners association
(the Association) by the Association's governing body (the Board).

- A. The Declaration does does not contain a right of first refusal or other restraint that restricts the right to transfer the Unit. If a right of first refusal or other restraint exists, see Section _____ of the Declaration.
- B. The periodic common expense assessment for the Unit is \$ _____ per _____.
- C. There is is not a common expense or special assessment due and unpaid by the Seller to the Association. The total unpaid amount is \$ _____ and is for _____.
- D. Other amounts are are not payable by Seller to the Association. The total unpaid amount is \$ _____ and is for _____.
- E. Capital expenditures approved by the Association for the next 12 months are \$ _____.
- F. Reserves for capital expenditures are \$ _____; of this amount \$ _____ has been designated for _____.
- G. The current operating budget of the Association is attached.
- H. The amount of unsatisfied judgments against the Association is \$ _____.
- I. There are are not any suits pending against the Association. The nature of the suits is _____.
- J. The Association does does not provide insurance coverage for the benefit of unit owners as per the attached summary from the Association's insurance agent.
- K. The Board has has no knowledge of alterations or improvements to the Unit or to the limited common elements assigned to the Unit or any portion of the project that violate any provision of the Declaration, by-laws or rules of the Association. Known violations are: _____.
- L. The Board has has not received notice from a governmental authority concerning violations of health or building codes with respect to the Unit, the limited common elements assigned to the Unit, or any other portion of the condominium project. Notices received are: _____.
- M. The remaining term of any leasehold estate that affects the condominium is _____ and the provisions governing an extension or a renewal of the lease are: _____.
- N. The name, mailing address and telephone number of the Association's managing agent are:

(Name) _____ (Telephone Number) _____
 (Mailing Address) _____

Initialed for Identification by Buyer _____ and Seller _____

(Address of Property)

O. Association fees resulting from the transfer of the unit described above \$ _____

P. Required contribution, if any, to the capital reserves account \$ _____

REQUIRED ATTACHMENTS:

- 1. Operating Budget
- 2. Insurance Summary

NOTICE: The Certificate must be prepared no more than three months before the date it is delivered to Buyer.

(Name of Condominium Owners Association)

By: _____ Title _____

Mailing Address _____ E-mail _____

Telephone Number _____ Date _____

Received: _____, 20 _____

Buyer _____ Buyer _____

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC No. 32-L. This form replaces TREC No. 32-0.

Received on _____ (date) at _____ (time)



TEXAS ASSOCIATION OF REALTORS'

RESIDENTIAL LEASE APPLICATION

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED
© 2003 Association of REALTORS, Inc. 2003

Each occupant and co-applicant 18 years or older must submit a separate application.

Property Address: _____

Anticipated Move-in Date: _____ Monthly Rent: \$ _____ Security Deposit: \$ _____

Applicant was referred to Landlord by:

Real estate agent _____ (name) _____ (phone)
 Newspaper Sign Internet Other _____

Applicant's name (first, middle, last) _____

Is there a co-applicant? yes no *if yes, co-applicant must submit a separate application*

Applicant's former last name (maiden or married) _____

E-mail _____ Home Phone _____

Work Phone _____ Mobile/Pager _____

Emergency Contact Name & No.: _____

Soc. Sec. No. _____ Driver License No. _____ in _____ (state)

Date of Birth _____ Height _____ Weight _____ Eye Color _____

Hair Color _____ Marital Status _____ Citizenship _____ (country)

Name all other persons who will occupy the Property:

Name: _____ Relationship: _____ Age: _____
Name: _____ Relationship: _____ Age: _____
Name: _____ Relationship: _____ Age: _____
Name: _____ Relationship: _____ Age: _____

Applicant's Current Address: _____ Apt. No. _____
(city, state, zip)

Landlord's Name: _____

Landlord's Phone: _____ (day) _____ (night) _____ (mobile)

Date Moved-In: _____ Move-Out Date: _____ Rent \$ _____

Reason for move: _____

Applicant's Previous Address: _____ Apt. No. _____
(city, state, zip)

Previous Landlord's Name: _____

Landlord's Phone: _____ (day) _____ (night) _____ (mobile)

Date Moved-In: _____ Date Moved-Out: _____ Rent \$ _____

Reason for move: _____

Applicant's Current Employer: _____

Address: _____ (street, city, state, zip)

Supervisor's Name: _____ Phone: _____ Fax: _____

Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

Applicant's Previous Employer: _____

Address: _____ (street, city, state, zip)

Supervisor's Name: _____ Phone: _____ Fax: _____

Employed from _____ to _____ Gross Monthly Income: \$ _____ Position: _____

Describe other income Applicant wants considered: _____

FILE CODE

LEASE CLERK CONDOMINIUM
DECLARATION OF CONDOMINIUM

THIS PAGE 11 OF 18 PAGES

HE-AR-04-04-0000

Residential Lease Application concerning _____

Bank's Name and Phone at which Landlord may verify good funds for any rent, fee, or deposit: _____

List all vehicles to be parked on the Property.

Type	Year	Make	Model	License/State

List all pets to be kept on the Property (dogs, cats, birds, reptiles, fish, and other pets):

Type & Breed	Name	Color	Weight	Sex	Gender	Neutered?	Declined?	Recent Spook Current?
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

	Yes	No	Explanation
Will any waterbeds or water-filled furniture be on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Does anyone who will occupy the Property smoke?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Will Applicant maintain renter's insurance?	<input type="checkbox"/>	<input type="checkbox"/>	_____
If Applicant is in the military, is Applicant serving under orders limiting Applicant's stay to one year or less?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Has Applicant ever:			
been evicted?	<input type="checkbox"/>	<input type="checkbox"/>	_____
been asked to move out by a landlord?	<input type="checkbox"/>	<input type="checkbox"/>	_____
breached a lease or rental agreement?	<input type="checkbox"/>	<input type="checkbox"/>	_____
filed for bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>	_____
lost property in a foreclosure?	<input type="checkbox"/>	<input type="checkbox"/>	_____
had any credit problems?	<input type="checkbox"/>	<input type="checkbox"/>	_____
been convicted of a crime?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Is any occupant a registered sex offender?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Are there any criminal matters pending against any occupant?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Is there additional information Applicant wants considered?	<input type="checkbox"/>	<input type="checkbox"/>	_____

Authorization & Representation: Applicant authorizes Landlord and Landlord's agent, at any time before, during, or after any tenancy, to: (1) obtain a copy of Applicant's credit report; (2) obtain a criminal background check related to Applicant and any occupant; and (3) verify any rental, employment, or criminal history or verify any other information related to this application with persons knowledgeable of such information. Applicant represents that the statements in this application are true and complete. Applicant understands that providing false or inaccurate information is grounds for rejection and a breach of any lease.

Notice: Unless agreed otherwise in writing, the Property remains on the market until a lease is signed and Landlord may continue to show the Property to other prospective tenants and accept another offer.

Fees: Applicant submits a non-refundable fee of \$ _____ for processing and reviewing this application and (check only one box if applicable):

- (1) \$ _____ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.
- (2) an Application Deposit of \$ _____ in accordance with the attached Agreement for Application Deposit and Hold on Property (TAR No. 2009 or similar agreement).

Applicant's Signature _____

Date _____

For Landlord's Use: On _____ (name/initials) notified Applicant
 by phone mail fax in person that Applicant was approved not approved.



TEXAS ASSOCIATION OF REALTORS[®]

**AUTHORIZATION TO RELEASE INFORMATION
RELATED TO A RESIDENTIAL LEASE APPLICANT**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED
©Texas Association of REALTORS, Inc. 2003

I, _____ (Applicant), have submitted an application
to lease a property located at _____
_____ (address, city, state, zip).

The landlord, broker, or landlord's representative who will verify information in the application is:

_____ (name)
_____ (address)
_____ (city, state, zip)
_____ (phone) _____ (fax)
_____ (e-mail)

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and
- (5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain criminal background information about me.

Applicant's Signature

Date

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OFFICE OF
HERBERT B. CASPERMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
COMBINATION RECORDS OF COUNTY CLERK

10210
FILM CODE _____

HEAVY DUTY COMBINATION
DECLARATION OF CONDOMINIUM

THIS IS PAGE 15 OF 15 PAGES
SCANNED 4/24/2004

EXHIBIT "G"

Texas Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in HARRIS County, Texas, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. This Agreement shall commence on _____ ("Commencement Date"). [check either A or B]:

____ A. Month-to-Month: This Agreement shall continue as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. If at any time Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date.

____ B. Lease: This Agreement shall continue as a lease for term. The termination date shall be on (date) _____ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement; (ii) local rent control law mandates extension of the tenancy; or (iii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts from Tenant new rent, a month-to-month tenancy shall be created. Either party may terminate this month-to-month tenancy by following the procedures specified in paragraph 1A. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

2. RENT. Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord _____

_____ DOLLARS (\$ _____) per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. If not remitted on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. In the event that the Commencement Date is not the 1st of the

calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

Acceptable forms of payment of Rent to Landlord shall be [check all that apply]: personal check, money order, cashier's check, or other: _____
following _____ name _____ and _____ address: _____

In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Landlord may require in writing that Tenant pay Rent in cash for three months, and that all future Rent payments shall be remitted by Tenant to Landlord by money order or cashier's check.

3. **SECURITY DEPOSIT.** The following terms set forth the understanding between Landlord and Tenant regarding the security deposit funds, interest accrued on those funds, the refunding of the security deposit, notices under Texas law concerning security deposits, and permitted deductions under this Agreement.

(a) *Security Deposit and Replenishment.* Upon the execution of this Agreement by Landlord and Tenant, Tenant shall deposit with Landlord the sum of _____ DOLLARS (\$ _____), receipt of which is hereby acknowledged by Landlord, as a Security Deposit for any damage caused to the Premises during the term hereof. "Security Deposit" has the meaning assigned to that term in §92.102 of the Texas Property Code. In the event that Landlord shall at any time apply any of such Security Deposit to cover unpaid rent, the late fee, costs to repair damage caused to the Premises, or any other fees or charges owed by Tenant under this Agreement, then, upon the request of Landlord to Tenant specifying the amount so applied, Tenant shall immediately deposit with Landlord, as an additional security deposit, the amount so applied, so that the security deposit held by Landlord shall at all times during the term hereof be equal to the aforementioned amount specified in this section.

- (b) *Interest.* Landlord shall pay no interest to Tenant for the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord.
- (c) *Refund.* Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit.
- (d) *Notices about Security Deposits.*

- i. §92.108, Texas Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.
- ii. If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten (10) days after Landlord makes written demand.
- iii. Bad faith violations of §92.108 may subject a tenant to liability up to three (3) times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- iv. The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has thirty (30) days in which to account.

- v. "Surrender" is defined in Paragraph 16 of this lease.
- vi. One may view the Texas Property Code at the Texas Legislature's website which, as of the date of the last revision of this lease, is <https://lo2.lrc.state.tx.us/statutes/pr.tpc.htm>.

(e) Landlord may deduct reasonable charges from the Security Deposit for the items listed below.

- vii. damages to the Property, excluding normal wear and tear; if deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.
- viii. attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- ix. costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
- x. costs of reletting (as set forth in Paragraph 22), if Tenant is in default;
- xi. Landlord's cost to access the Property if made inaccessible by Tenant;
- xii. mailing costs associated with sending notices to Tenant for any violations of this lease;
- xiii. missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property as of the commencement date of this Agreement);
- xiv. packing, removing, and storing abandoned property;
- xv. removing abandoned or illegally parked vehicles;
- xvi. replacing unreturned keys, garage door openers, security devices, or other components;
- xvii. the removal of unauthorized locks or fixtures installed by Tenant;
- xviii. unpaid charges or fees for which Tenant is responsible under this lease;
- xix. unpaid late charges (as set forth in Paragraph 21);
- xx. unpaid or accelerated rent (as set forth in Paragraph 20);
- xxi. unpaid pet charges (as set forth in Paragraph 17);
- xxii. unpaid utilities (as set forth in Paragraph 10);
- xxiii. other items Tenant is responsible to pay under this lease.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____,

_____ exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **RESPONSIBILITIES OF LANDLORD.** Landlord shall act with customary diligence to: maintain fixtures, hot water, heating, and A/C equipment; substantially comply with all applicable laws regarding safety, sanitation, and fair housing; keep common areas reasonably clean (if any, and if Landlord is the proprietor of any such common areas); and make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable. ~~If Landlord fails to act as required under this Paragraph, Tenant may potentially terminate this Agreement and exercise the remedies described in Texas Property Code Section 92.056 by following this procedure: (a) provided that the rent is not currently delinquent, Tenant shall make a written request for repair or remedy of the condition, and upon receipt of the request, Landlord shall have a reasonable time for repair or remedy; (b) if Landlord fails to repair or remedy, Tenant must make a second written request for the repair or remedy (to make sure Landlord and Tenant have not miscommunicated), after which Landlord shall have a reasonable time for the repair or remedy; and (c) if Landlord still does not repair or remedy within that reasonable time period, then by giving Landlord a final written notice, Tenant may immediately terminate this Agreement. Tenant may also exercise other statutory remedies, including those under Texas Property Code Section 92.0561.~~
- Instead of providing the two written requests described in the preceding paragraph, Tenant may provide Landlord with one request, provided that Tenant transmits such notice to Landlord by certified mail, return receipt requested, or by registered mail, to the address specified in Paragraph 32. After Landlord receives such request, Landlord shall have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of labor, materials, and utilities. Tenant's rent is required to be current at the time of the request. Landlord shall refund security deposits and prorated rent as required under law.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather;

- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
- (m) Not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures,

alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS (\$ _____) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
16. **SURRENDER OF PREMISES.** Upon the expiration of this term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
17. **ANIMALS.** Tenant shall be entitled to keep no more than a total of TWO (2) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS (\$ _____), _____ DOLLARS (\$ _____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.
18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND TENANT HOLDS HARMLESS THE LANDLORD FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY TENANT ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES.
20. **DEFAULT.** If Landlord determines that the Tenant is in default of this Agreement, Landlord may terminate Tenant's right to use and to occupy the Premises by providing Tenant with at least one (1) day written notice to vacate. Landlord must provide such notice in any manner authorized by §24.005 of the Texas Property Code. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Tenant shall remain fully liable to the Landlord for (a) any lost rent and any other financial obligation imposed

by this Agreement; (b) Landlord's cost of reletting the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Premises; (c) repairs to the Premises for Tenant's use that are beyond normal wear and tear; (d) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges; (f) and any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Premises to acceptable tenants and thereby reducing Tenant's liability. As provided under Subchapter C, Chapter 54 of the Texas Property Code, Landlord shall have a lien for any and all unpaid rent against all of Tenant's nonexempt personal property located in the Premises, and Landlord is authorized to seize such nonexempt property if Tenant fails to pay rent. In addition to any other amounts to which Landlord is entitled, Landlord is authorized to collect a charge for packing, removing, or storing property seized. Landlord is authorized to sell or dispose of any seized property, provided that any such sale or disposition complies with the procedure outlined in 54.045 of the Texas Property Code. Finally, Landlord reserves the right to change the locks on the door to the Premises because of Tenant's failure to timely pay the rent in full. Tenant has the right to receive a key to the new lock at any hour, regardless of whether Tenant pays the delinquent rent. If Landlord changes the locks or otherwise prevents Tenant from entering Tenant's individual rental unit, Landlord may not change the locks or otherwise prevent a tenant from entering a common area of residential rental property. Landlord may not change the locks on the door of the Premises under this paragraph: (1) while the Tenant or any other legal occupant is inside the Premises, or (2) more than once during a rental payment period.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, an initial "late fee" in the amount of

DOLLARS (\$ _____) plus a late charge of \$5.00 per day after that date until paid in full. Daily late charges shall not exceed fifteen (15) days for any single month's Rent.

22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

 [Landlord's Name]

 [Landlord's Address]

If to Tenant to:

 [Tenant's Name]

 [Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notices to be given under this paragraph by written notice thereof to the other party.

33. **EMERGENCY PHONE NUMBER.** In the event of an emergency related to a condition of the Premises that materially affects the physical health or safety of the Tenant, the Tenant may report the emergency by calling the following phone number:

_____ (Note: If Landlord

has an on-site management or superintendent's office, the phone number must be answered 24 hours a day for the purpose of reporting emergencies described in this Paragraph, and Landlord must post the phone number prominently outside the management or superintendent's office.)

34. ADDITIONAL PROVISIONS; DISCLOSURES.

The Tenant is bound by the terms and conditions of the Kerry Glen I Condominium Association By-Laws, Declaration and Rules and Regulations. The Board may bring to action to evict any Tenant who violates the Declaration, By-Laws and Rules and Regulations.

[Landlord should note above any disclosures about the premises that may be required under Federal or Texas law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord this _____ day of _____, 20_____.

LANDLORD:

Sign: _____

Print: _____ Date: _____
As to Tenant, this _____ day of _____, 20_____.

TENANT ("Tenant"):

Sign: _____

Print: _____ Date: _____

TENANT:

Sign: _____

Print: _____ Date: _____

TENANT:

Sign: _____

Print: _____ Date: _____

TENANT:

Sign: _____

Print: _____ Date: _____

KERRY GLEN I HOA POOL RULES — 2008

1. The pool is to be used only by Kerry Glen Homeowners Association members and authorized guests.
2. Guests must arrive and leave with the resident (s) who brought them, and resident (s) must accompany guests at all times while on pool premises. Unescorted visitors will be requested to depart the premises, and subsequent violations will result in trespassing warnings being issued.
3. Children under 10 years of age must be accompanied by a person 18 years or older at all times.
4. No horseplay in or around the pool.
5. No running on the deck or around the pool area.
6. Food and beverages are permitted in the pool area. Clean up is required and glass containers are strictly prohibited.
7. Proper swim wear required. No cut-offs, string bikinis or thong swim wear allowed. No baggy or loose fitting swim trunks allowed.
7. No Lifeguard is on duty. Swimming is at your own risk.
8. All swimmers and persons in the pool area will abide by these rules and those of safety and law propounded by the American Red Cross and Harris County.
9. Littering of any sort is prohibited. Ashes and cigarette butts must be disposed of in ashtrays.
10. No Diving.
11. Disciplinary action by the Board of Directors, or management will be enforced for abuse or disregard of the above rules and regulations. Two major violations of the above rules will result in loss of family pool privileges for the remainder of the season.

A copy of these Rules shall be mailed by regular mail to each Owner and Resident in the Council within 14 days of the effective date.

KERRY GLEN I HOMEOWNER'S ASSOCIATION

BY: _____
PRESIDENT

BY: _____
SECRETARY

DATE: March 13, 2008

KERRY GLEN I HOA RULES — 2008

Fire

As per City of Houston Fire Codes, no person shall place, store, or keep or permit to be placed, stored, or kept any materials, which shall constitute a fire hazard. No Owner, tenant and their guests shall place any item in any common element, or Residence Unit the presence or burning of which would obstruct or render hazardous an exit.

Use of fireworks is expressly prohibited, and violators will be prosecuted.

All Owners and their Tenants shall keep in place a minimum of two (2) smoke detectors in their Residence Unit, preferably one unit being a Carbon Monoxide Detector, and at least one (1) charged fire extinguisher of the "A" "B" "C" type.

Insurance

All Owners shall carry insurance coverage for their contents and furnishings and for their improvements, alterations, additions and fixtures as required by section 5.4 of the Declaration in sufficient amounts as required by said section.

Noise

Owners, tenants and their guests shall exercise extreme care to minimize noise and in the use of musical instruments, radios, televisions, amplifiers or other loud speakers so as not to disturb the other Owners, and tenants, and shall promptly abate any noise upon request by any other Owner or tenant.

Parking

No Owner, tenant, their guests or contractors may park in another Owner's designated parking space without the express permission of the Owner. Vehicles found to be in violation shall be towed at the vehicle Owner's expense.

Vehicles shall not be parked anywhere in the parking areas designated as visitors spaces for a period exceeding 96 hours. Owners and/or their tenants in residence may not park in spaces designated as Visitor's spaces at any time without express permission of the Board. Parallel parking behind parking spaces in the alley way is expressly prohibited and vehicles will be towed immediately at owner's expense.

Vehicles such as RV's, campers, go-carts, unlicensed or unregistered vehicles, semi-tractors and/or trailers, mobile homes, or off-road vehicles will not be permitted on Kerry Glen I Condo Association grounds, including parking spaces. The parking area shall not be used by the homeowners for parking or storing boats, canoes, trailers, camping units or any inoperative vehicles (flat tire(s), expired registration and/or inspection sticker), or the storage of anything unsightly or unsafe as determined by the Board or other members of the Council. Vehicles found to be in violation shall be towed at owner's expense after being given 72 hours notice attached to the vehicle.

Vehicles parked in common parking areas must be drivable, have no flat tires, and exhibit current license plates and inspection stickers.

Vehicles such as antique vehicles or sports cars may be parked or stored in Owner's assigned parking space in as long as they are drivable, have no flat tires, and exhibit current license plates and inspection stickers, and are stored under a car cover.

The wrecker service has the right to tow vehicles parked illegally as long as a picture of the illegally parked vehicle is taken.

Patio Areas

Patio areas must be maintained in good order and upkeep. The area must be kept free of debris, trash, yard waste, appliances and any other prohibited items as expressly identified in the Declaration. In the event that the Owner or Tenant does not maintain their Patio areas, the Owner or Tenant will be notified of their non-compliance with this rule, and after ten (10) days of receiving the notification, the Board will appoint a contractor to correct the situation, and the expense will be charged against the Unit as an assessment.

Nothing may be kept on any Patio area which is expressly prohibited in accordance with the Declaration.

Trash

Trash must be placed in the designated trash area, and in the receptacles provided.

No furniture, packages, large appliances, hazardous materials or other items which cannot be placed into the receptacles provided shall be placed on the ground. Items which cannot be hauled away under the regular trash hauling contract will be removed at the expense of the homeowner.

A copy of these Rules shall be mailed by regular mail to each Owner and Resident in the Council within 14 days of the effective date.

KERRY GLEN I HOMEOWNER'S ASSOCIATION

CO
COND

BY: _____
PRESIDENT

BY: _____
SECRETARY

DATE: March 13, 2008

APPROVED AND ADOPTED this 3rd day of April, 2008.

KERRY GLEN I COUNCIL OF CO-OWNERS

By:

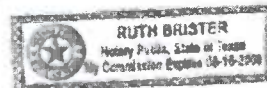
Willard C. Brineger
Willard C. Brineger, President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

Before me, the undersigned authority, on this day personally appeared Willard C. Brineger, President of KERRY GLEN I COUNCIL OF CO-OWNERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes therein expressed, and in the capacity therein stated and as the Act and Deed of said Council.

Given under my hand and seal of office on this 3rd day of April, 2008.

Ruth Bruster
Ruth Bruster
NOTARY PUBLIC, State of Texas



My Commission expires:

8-16-2008

KERRY GLEN I COUNCIL OF CO-OWNERS

In WITNESS THEREOF, the undersigned, representing a minimum of seventy-five (75%) of the members of Council of Co-Owners; have adopted this Declaration this

3rd day of April, 2008.

RESIDENCE UNIT NUMBER(S)

RESIDENCE UNIT NUMBER(S)

James McDonough

Virginia McDonough

6302 Crab Orchard, Houston, TX

James R. Charles

6304 Crab Orchard, Houston, TX

Ted F. Peyton

6306 Crab Orchard, Houston, TX

Linda Huckabee

6308 Crab Orchard, Houston, TX

Joseph A. Lloyd Jr.

John E. Judd

6310 Crab Orchard, Houston, TX

Donna R. Jackson

6312 Crab Orchard, Houston, TX

Peter Scuff

6314 Crab Orchard, Houston, TX

Stephen Hager

6316 Crab Orchard, Houston, TX

James R. Wible

6318 Crab Orchard, Houston, TX

Robert E. Willett Jr.

6320 Crab Orchard, Houston, TX

FILE OF
T. S. HALLMAN
CLERK OF COUNTY CLERK
HARRIS COUNTY, TEXAS

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1 OF 10 PAGES

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HARRIS COUNTY

Eleanor Muse McKissick 6322 Crab Orchard, Houston, TX
Eleanor Muse McKissick

James Scarborough 6324 Crab Orchard, Houston, TX
James Scarborough

Ronald Marcus Mucci 6326 Crab Orchard, Houston, TX
Ronald Marcus Mucci

Susan Lynn Mucci 6328 Crab Orchard, Houston, TX
Susan Lynn Mucci

Lu Cheng-Shan 6328 Crab Orchard, Houston, TX
Lu Cheng-Shan

Paul D. Kluger 6330 Crab Orchard, Houston, TX
Paul D. Kluger

Paul E. Wise 6332 Crab Orchard, Houston, TX
Paul E. Wise

Susan M. Wise 6332 Crab Orchard, Houston, TX
Susan M. Wise

Suzanne K. Muddler 6334 Crab Orchard, Houston, TX
Suzanne K. Muddler

DMB Investments LLC 6336 Crab Orchard, Houston, TX
DMB Investments LLC

Joy Teague 6338 Crab Orchard, Houston, TX
Joy Teague

Willard C. Brinegar 6340 Crab Orchard, Houston, TX
Willard C. Brinegar

Cushman M. Brinegar 6340 Crab Orchard, Houston, TX
Cushman M. Brinegar

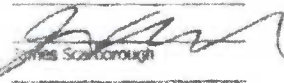
Carrie M. Jenswold 6342 Crab Orchard, Houston, TX
Carrie M. Jenswold

William F. Marks 821 S. Ripple Creek, Houston, TX
William F. Marks

Cynthia Marks 821 S. Ripple Creek, Houston, TX
Cynthia Marks

Amadi Amadi 823 S. Ripple Creek, Houston, TX
Amadi Amadi

Bryan Bonner 825 S. Ripple Creek, Houston, TX
Bryan Bonner

<u>Eleanor Muse McKissick</u>	6322 Crab Orchard, Houston, TX
 <u>James Scarborough</u>	6324 Crab Orchard, Houston, TX
<u>Ronald Marcus Mucci</u>	6326 Crab Orchard, Houston, TX
<u>Susan Lynn Mucci</u>	6328 Crab Orchard, Houston, TX
<u>Lu Cheng-shan</u>	6330 Crab Orchard, Houston, TX
<u>Paul D. Kluger</u>	6332 Crab Orchard, Houston, TX
<u>Paul E. Wise</u>	6334 Crab Orchard, Houston, TX
<u>Susan M. Wise</u>	6336 Crab Orchard, Houston, TX
<u>Refaeny Mudder</u>	6338 Crab Orchard, Houston, TX
<u>DMB Investments LLC</u>	6340 Crab Orchard, Houston, TX
<u>Joy Teague</u>	6342 Crab Orchard, Houston, TX
<u>Willard C. Brinegar</u>	821 S. Ripple Creek, Houston, TX
<u>Cushman M. Brinegar</u>	
<u>Carrie M. Jenowold</u>	
<u>William F. Marks</u>	
<u>Cynthia Marks</u>	

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

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COUNTY OF HARRIS
Harris County Seal
This instrument was FILED to the public records on the date and at the time indicated herein by me, and was duly RECORDED in the PUBLIC RECORDS of Harris County, Texas on

APRIL 09, 2008



Beverly H. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

OFFICE OF
BEVERLY H. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

102214

FILM CODE

SUBJECT: CONDOMINIUMS
DECLARATION OF CONDOMINIUMS

TWO PAGES OF 19 PAGES

SCANNER 4.14.08

RECORDER'S MEMORANDUM:

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