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531-68-3980

BY-LAWS OF

MAISON DE VILLE

A CONDOMINIUM PROJECT

THE STATE OF TEXAS :  
COUNTY OF HARRIS :  
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Southwest Condominium Corporation, is the sole owner in fee simple of the Condominium project known by the name of "Maison De Ville," hereinafter sometimes referred to as the Condominium project or the project, which project is particularly described in the Enabling Declaration to which these by-laws are attached as an exhibit, and consists of the following described land, together with all buildings, structures and improvements thereon, to-wit:

Being a 6.5038 acre tract of land out of the J. H. Black Survey, Abstract 134, Houston, Harris County, Texas and being more particularly described in metes and bounds as follows:

BEGINNING at a point in the South line of Bissonnet Street at the intersection of the East line of Braeburn Valley Drive;

THENCE North 60 degrees 56 minutes 00 seconds East 440.88 feet along the South line of Bissonnet Street to a point for corner;

THENCE South 28 degrees 54 minutes 47 seconds East 264.35 feet to a point;

THENCE South 06 degrees 00 minutes 07 seconds East 235.85 feet to a point;

THENCE South 14 degrees 06 minutes 00 seconds West 119.17 feet to a point for a corner, said point being in the North line of Block 7 of Braeburn Valley, Section 2;

THENCE North 75 degrees 54 minutes 00 seconds West 63.95 feet along the North line of Block 7, Braeburn Valley, Section 2 to a point;

THENCE North 88 degrees 15 minutes 30 seconds West 195.16 feet along the North line of Block 7, Braeburn Valley, Section 2 to a point;

THENCE South 81 degrees 48 minutes 59 seconds West 208.68 feet along the North line of Block 7, Braeburn Valley, Section 2 to a point for corner in the East line of Braeburn Valley Drive;

THENCE North 08 degrees 10 minutes 10 seconds West 478.32 feet along the East line of Braeburn Valley Drive to the intersection of the South line of Bissonnet and the PLACE OF BEGINNING.

WHEREAS, said Southwest Condominium Corporation, as sole owner in fee simple of said property and improvements constituting said condominium project desires to hereby establish and adopt the following by-laws for the government, administration and

EXHIBIT "B-B"

MAISON I

operation of said project and the common elements thereof:

Now, therefore, said Southwest Condominium Corporation, sole owner in fee simple of said condominium project known as Maison De Ville, does hereby establish and adopt the following by-laws which shall be applicable to each individual apartment in said project and the owners thereof, and all other portions and the common elements thereof, to-wit:

#### ARTICLE I

##### PLAN OF APARTMENT OWNERSHIP

1. The property above described, together with all improvements thereon, is hereby submitted to the provisions of the Texas Condominium Act.
2. The provisions of these By-Laws shall be applicable to said condominium project known as Maison De Ville.
3. All present or future owners, tenants, mortgagees, or the employees of any of them, or any other person that might use the facilities of the Condominium project in any manner, are subject to these By-Laws and to the Enabling Declaration. Any person, firm, or corporation acquiring, leasing, occupying, or renting any of the units in this Condominium project accepts and ratifies these By-Laws and the Enabling Declaration, and agrees that the terms and provisions of both will be complied with.

#### ARTICLE II

##### VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

1. Voting shall be on a percentage basis. The percentage of the vote to which each owner is entitled is the percentage established for his undivided interest in the general common elements by the Enabling Declaration.
2. As used in these By-Laws, the term "Majority of owners" shall mean those owners possessing 51% of the total votes in accordance with the percentage established for undivided ownership in the general common elements by Paragraph 13 of the Enabling Declaration. The total votes of all owners shall be 100%.
3. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.
4. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

#### ARTICLE III

##### ADMINISTRATION

1. The owners of the apartment units will constitute the Council of Co-Owners (hereinafter referred to as "the Council") who will have the responsibility, which may be performed and discharged through the Board of Administration, of administering the project, approving the annual budget, establishing and collecting the monthly or other periodical assessments, as well as any special or other assessments agreed upon by the Council, or the Board of Administration pursuant to authority granted to it, and arranging for the management of the project by a management agent in the event the Council shall elect not to manage the project themselves, which arrangement shall be under a written agreement setting forth all of the terms and conditions under

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which such management agent shall manage the project, including terms as to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval of a majority of the owners present in person or by proxy at any meeting of the Council where a quorum is present in person or by proxy.

2. Meetings of the Council shall be held at the principal office of the project or at such other suitable place convenient to the owners as may be designated by the Board of Administration.

3. The first meeting of the Council shall be held on October 16, 1973. Thereafter meetings shall be held ~~on the 2nd Tuesday of April~~ and annually each succeeding year on that date. At the first meeting, and at the first of such meetings held each and every succeeding year, there shall be elected, by ballot of the owners, a Board of Administration in accordance with the provisions of Section 5, of Article IV of these By-Laws. The owners may also transact such other business of the Council as may properly be brought before them.

4. It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board of Administration, or upon a petition signed by a majority of the owners having been presented to the Secretary. The notice of any special meeting shall be mailed to each owner as hereinafter provided, and shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting which is not stated in the notice unless all of the owners present, either in person or by proxy, approve of the transaction of such business.

5. It shall be the duty of the Secretary to mail a notice of each regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 11 days but not more than 30 days prior to such meeting. Such notice shall be mailed to each of such owners at the last known address of such owner by first class mail, postage prepaid. The mailing of a notice in this manner shall be considered notice served.

6. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, however, the place of such meeting must remain as stated in the notice.

7. The order of business at all meetings of the owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of last meeting, and approval or disapproval of same.
- (d) Reports of Officers.
- (e) Reports of Committees, if applicable.
- (f) Election of member or members of Board of Administration, if applicable.
- (g) Unfinished Business.
- (h) New Business.

#### ARTICLE IV

##### BOARD OF ADMINISTRATION

1. The officers of Southwest Condominium Corporation shall be the Board of Administration until May 1, 1974

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MEMBERS  
AMENDMENTS)

and thereafter until a Board of Administration is duly elected by the Council, after which the affairs of the Council shall be governed by a Board of Administration (sometimes herein referred to as the Board) composed of five persons, all of whom must be owners of an apartment in the Condominium project and at least three of whom must also be an actual occupant of an apartment in the Condominium project. The Council may increase the number of members of the Board of Administration and fix their qualifications by Amendment to these By-Laws.

2. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law of these By-Laws directed to be done and/or exercised by the owners.

3. In addition to duties imposed by these By-Laws or by resolution of the Council, the Board of Administration shall be responsible for the following:

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

(b) Assessing and collecting the monthly assessments from the owners and any special assessments authorized by the Council.

(c) Keeping a book with a detailed account of the receipts and expenditures affecting the project and its administration, specifying the maintenance and repair expenses on the common elements and any other expenses incurred by or in behalf of the project. Both the book and the vouchers accrediting the entries made thereon shall be available for examination by all the Co-Owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by a Certified Public Accountant outside of the organization.

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

(e) Without limiting the rights of any owner, action may be brought by the Board of Administration, or such other person designated by the By-Laws or the Council, on behalf of two (2) or more of the apartment owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one (1) apartment and/or to enforce any of the provisions, covenants, restrictions, conditions or obligations set out in said Act, Enabling Declaration or these By-Laws and/or to recover any sums or damages due.

4. The Board of Administration may employ for the Council a management agent, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

5. At the first meeting of the Council, the term of office of three members of the Board of Administration shall be fixed for two years. The term of office of two members shall be fixed at one year. At the expiration of the initial terms of office of each respective member of the Board, his successor shall be elected to serve a term of two years. The members of the Board shall hold office until their successors have been elected and hold their first meeting, and shall serve without compensation.

Terms  
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6. Vacancies in the Board of Administration caused by any reason other than the removal of a member by a vote of the Council shall be filled by vote of the majority of the remaining members of the Board of Administration, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board of Administration until a successor is elected at the next meeting of the Council.

7. At any regular or special meeting duly called, any one or more of the members of the Board of Administration may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Administration, whose removal has been proposed by the owners, shall be given an opportunity to be heard at the meeting.

8. The first meeting of the Board of Administration following the election of any new members thereto shall be held within fifteen days of election at such place as shall be fixed by the members of said Board at the meeting at which said new members were elected, and no formal written notice shall be necessary to the newly elected members in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular meetings of the Board of Administration may be held at such time and place as shall be determined, from time to time, by a majority of its members, but at least two (2) such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each member, personally, or by mail, telephone, or telegraph at least 5 days prior to the day named for such meeting.

10. Special meetings of the Board of Administration may be called by the President on 3 days notice to each member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner, and on like notice on the written request of at least two (2) members of the Board of Administration.

11. Before, or at any meeting of the Board of Administration, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of said Board at any meeting of said Board shall be a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of said Board, no notice shall be required and any business may be transacted at such meeting.

12. At all meetings of the Board of Administration, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board of Administration. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. The Board of Administration may require that all officers and employees of the Council handling or responsible for funds belonging to the Council shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

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## ARTICLE V

## OFFICERS

1. The principal officers of the Council shall be a President, a Vice President, and a Secretary-Treasurer, all of whom shall be elected by and from the Board of Administration. The Board may appoint an Assistant Secretary-Treasurer, and such other officers as in their judgment may be necessary.

2. The officers of the Council shall be elected annually by the Board of Administration at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

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

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

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

6. The Secretary-Treasurer shall keep the minutes of all meetings of the Council and of the Board of Administration. He shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary. He shall also have responsibility for the funds and securities belonging to the Council, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Council in such depositories as may from time to time be designated by the Board of Administration.

MINUTES

## ARTICLE VI.

## DETERMINATION AND PAYMENT OF ASSESSMENTS

1. OBLIGATION OF OWNERS TO PAY ASSESSMENTS. It shall be the duty of every Unit Owner to pay his proportionate share of the expenses of administration, maintenance and repair of the General Common Elements and of the other expenses provided for herein. Such proportionate share will be, except as otherwise provided for herein or in the Declaration, in the same ratio as his percentage of ownership in the General Common Elements as set forth in Paragraph 11 of the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board, as hereinafter provided. During the period ending May 1, 1974, the Developer, Southwest Condominium Corporation, will pay all of the exterior maintenance and

Assessments  
determined  
by Board  
B% (0%)

Due Date  
Late  
Pmts

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management costs, permitting the exterior maintenance assessments of the Co-Owners to build up an association reserve. Owners who pay cash, or place a mortgage loan on their apartment with a mortgagee who does not require the monthly payment of taxes and insurance into an escrow fund, will pay his ad valorem taxes directly to the taxing authority and pay his pro rata share of the insurance premiums on the policy insuring the Condominium project to the Council when due.

*INVS. Pmt*  
*Budget MAY 1*  
*5-15*  
*SEC. 5-15*

2. <sup>MAY 1ST</sup> PREPARATION OF ESTIMATED BUDGET. Each year on or before January first, the Board shall estimate the total amount necessary to pay the cost of wages, materials, repairs, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before January 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Paragraph 13 of the Declaration. On or before January 15 of each such year and the first of each and every other month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph; provided, however, that where a Co-Owner is required to pay a periodic deposit to the lending institution holding a first mortgage lien upon his apartment to cover payment of insurance premiums on the value of his apartment, then the amount of such required deposits shall be credited upon the assessment made by the Board for the year in which so paid. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

*2nd Section*  
*Sec 5-15*

3. RESERVE FOR CONTINGENCIES AND REPLACEMENTS. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the first monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly account.

4. BUDGET FOR FIRST YEAR. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election occurs. Assessments shall be levied against the Owners during said period as provided in Paragraph 2 of this Article. The "estimated cash requirements" as collected shall constitute the General Operating Fund.

5. FAILURE TO PREPARE ANNUAL BUDGET. The failure or delay of the Board to prepare or serve the annual budget or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the first monthly maintenance payment which is due more than ten (10) days after such new annual budget or adjusted estimate shall have been mailed or delivered, when the new monthly rate shall become effective.

6. BOOKS AND RECORDS OF ASSOCIATION. The Board shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representatives of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7. STATUS OF FUNDS COLLECTED BY BOARD. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit, and account of all of the Owners in the proportions set forth in Paragraph 13 of the Declaration.

8. REMEDIES FOR FAILURE TO PAY ASSESSMENTS. If any owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Administration may bring suit to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the apartment property of the Owner involved when payable, and may be foreclosed by an action brought by the members of the Board as in the case of foreclosure of liens against real estate. The Board shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same for the benefit of the Co-Owners. Said lien shall take effect and be in force when and as provided in the "Condominium Act" of the State of Texas: provided, however, that encumbrances, taxes and other charges given priority in Sec. 18, Art. 1391a, Vernon's Texas Civil Statutes, shall have such priority as provided in said Statute. The other provisions of Art. 1391a relating to the payment by Owners of monies due hereunder to the condominium regime shall apply.

9. AMENDMENTS. Except for such amendments as may be required to conform any provision of these By-Laws to the requirements of law, all amendments to this Article VI shall only be effective upon unanimous written consent of the Owners, and their mortgagees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her apartment property, all as provided by law.

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ARTICLE VII

SALE, LEASING OR OTHER ALIENATION

1. SALE OR LEASE. Any Owner other than Southwest Condominium Corporation who wishes to sell or lease his apartment property (or any lessee of any such property wishing to assign or sublease such property), to any person not related by blood or marriage to the Owner shall give to the Board no less than ten (10) days' prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other Unit Owners as hereinafter provided, shall at all times have the first right or option to purchase or lease such apartment property upon the same terms, which option shall be exercisable for a period of fifteen (15) days following the date of receipt of such notice. If said option is not exercised by the Board within said fifteen (15) days, the Owner (or lessee) may, at the expiration of said period, contract to sell or lease (or sub-lease or assign) such apartment property to the proposed purchaser or lessee named in such notice upon the terms specified therein.

2. GIFT. Any Owner, other than Southwest Condominium Corporation, who wishes to make a gift of his apartment property or any interest therein to any person or persons who would not be heirs at law of the Owner under the laws of Descent and Distribution of the State of Texas were he or she to die within thirty (30) days prior to the contemplated date of such gift, or who is not the spouse of such owner, shall give to the Board not less than thirty (30) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other Co-Owners as hereinafter provided, shall at all times have the first right and option to purchase such apartment property or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the apartment property or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. The Board's option to purchase the apartment property or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

3. DEVISE. In the event any Owner dies leaving a will devising his or her apartment property or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Laws of Descent and Distribution of the State of Texas, or not the spouse of such Owner, and said will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other Co-Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said apartment property or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant

1st Right

10 days  
Notice

Assoc. has  
to 15 days  
to Respond

95% F VOTE

TECHNICAL

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to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter the three arbitrators shall determine, by majority vote, the fair market value of the apartment property or interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the apartment property or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board or their authorized representative, acting on behalf of the other Co-Owners, pursuant to authority given to the Board by the Co-Owners as hereinafter provided, to bid at any sale of the apartment property or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her apartment property or interest therein.

4. INVOLUNTARY SALE. Option to Purchase. In the event any apartment property or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Board of his intention to do so, whereupon the members of the Board and their successors in office, acting on behalf of the other Co-Owners, shall have an irrevocable option to purchase such apartment property or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

5. CONSENT OF VOTING MEMBERS. The Board of Administration shall not exercise any option hereinabove set forth to purchase any apartment property or interest therein without the prior written consent of the voting members holding at least eighty-five (85%) percent of the voting rights of the Co-Owners, excluding the members whose Unit or Units are the subject matter of such option. The members of the Board or their duly authorized representative acting on behalf of the other Co-Owners, may bid to purchase at any sale of an apartment property or interest therein, which sale is held pursuant to an order or direction of a court, upon the prior written consent of the voting members holding at least eighty-five percent (85%) of the voting rights of the Co-Owners, exclusive of the Owner whose Unit is subject to the sale, which said consent shall set forth a maximum price which the members of the Board are authorized to bid and pay for said Unit or interest therein.

Need  
85% of  
members

6. RELEASE, WAIVER, EXCEPTIONS TO OPTION. Upon the written consent of three (3) of the Board members, any of the options contained in this Article VII may be released or waived and the apartment property or interest therein which is subject to an option set forth in the Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article VII. In addition, none of the options contained in this Article VII shall be applicable to any sales, leases, or subleases to purchasers, lessees, or sublessees procured by or through Southwest Condominium Corporation (or its designee) for its own account or in any capacity.

7. PROOF OF TERMINATION OF OPTION. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article VII as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Co-Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact, complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed ten dollars (\$10.00).

#### 8. FINANCING OF PURCHASE UNDER OPTION.

(a) Assessments. Acquisition of apartment properties or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of Ownership in the Common Elements set forth in Paragraph 13 of the Declaration bears to the total of all such percentages applicable to units subject to assessment, which assessment shall become a lien and be enforceable in the same manner as provided herein or by law.

(b) Borrowing. The Board, in its discretion, may borrow money to finance the acquisition of any apartment property or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the apartment property or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board, a nominee of the Board, or by a trustee of which the Board shall be the beneficiary.

(c) All purchases made by the Board for the benefit of the Co-Owners under this Article VII shall be for cash payable to the selling Owner except that any such purchase may be made subject to any outstanding mortgage indebtedness against the purchased property, which amount shall be deducted from the cash purchase price. The payment of such outstanding mortgage indebtedness may be assumed if necessary.

9. TITLE TO ACQUIRED INTERESTS. Apartment properties or interests therein acquired pursuant to the terms of this Article shall be held of record in the names of the members of the Board and their successors in office, or such nominee as they shall designate, or by a trustee of which the Board shall be the beneficiary. Such holding shall be for the benefit of all the Co-Owners. Said apartment properties or interests therein shall be sold or leased by the Board for the benefit of such Co-Owners in such manner as the Board shall determine. All net proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each owner in the same proportion in which the Board could levy a special assessment against such owner hereunder.

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## 10. RESPONSIBILITY OF TRANSFEREES FOR UNPAID ASSESSMENTS.

In a voluntary transfer of a Unit, the transferee of a Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President, or managing agent of the Board, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Co-Owners and such transferee shall not be liable, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Board against the transferor in excess of the amount therein set forth.

## ARTICLE VIII

## OBLIGATIONS OF THE OWNERS

1. All owners of units in the Condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council, or by the Board of Administration when authorized to do so by these By-Laws or by resolution of the Council, their pro-rata part, in the same percentages established for undivided ownership of the general common elements by Paragraph 13 of the Enabling Declaration of the expenses of administration, upkeep, maintenance, and repair of the general common elements of the Condominium, and in the proper case, of the limited common elements, as any and all such common elements are described and defined in said declaration, and toward any other expense lawfully agreed upon by the Council, each of which assessments shall become due and payable as provided in Article VI hereof.

2. Every owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

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

4. An owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common elements and facilities damaged through his negligence. No alterations or improvements of the common elements can be made by a Co-Owner or tenant without the approval of the Board of Administration.

5. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Council in writing, through the Management Agent, if any, or through the President of the Board of Administration, if no Management Agent is employed. The Council through said agent or President of the Board shall have the obligation to answer within 30 days, and failure to do so within said time shall mean that there is no objection to the proposed modification or alteration. However, if such owner shall be notified of any reasonable objection thereto, then such owner shall not make such structural modifications or changes.

6. An owner shall not place or cause to be placed in the lobbies, halls, vestibules, stairways, or other areas of a similar nature constituting a part of the common elements, general or limited, any furniture, packages or objects of any kind.

OWNER  
INTERIOROWNER  
ITEMSSUBSTANTIAL  
CHANGENOTHING  
OUTSIDE

531-68-3991

UNIT  
ENTRY

70  
65  
60

Pets

942 MAR 15

## ANTENNAS

members  
vote on  
Rules  
w 50+%

17. In order to assure the peaceful and orderly use and enjoyment of the common elements, the Council may from time to time adopt, modify, and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the common elements constitutes eighty percent, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on said project as it may deem necessary. Such house rules upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the association and occupants of the building.

ARTICLE IX

AMENDMENTS

1. These By-Laws may be amended by the Council in a duly constituted special meeting for such purpose or in any regular meeting. No amendment shall take effect unless approved by owners representing at least 51% of the total votes in accordance with percentages established for undivided ownership in the general common elements by Paragraph 13 of the Enabling Declaration. PROVIDED, HOWEVER: THAT Article VI may not be amended except by unanimous vote of such owners and their mortgagees and that Article VII may not be amended except by eighty-five percent (85%) of the total voting rights exclusive of the Owner whose apartment property is subject to sale.

ARTICLE X

MORTGAGEES

1. An owner who mortgages his unit, shall notify the Council through the Management Agent, if any, or the President of the Board of Administration in the event there is no Management Agent, the name and address of his mortgagee; and the Council shall maintain such information in a book kept for that specific purpose.

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

3. The Council or Board may collect from any such mortgagee funds deposited by the Owner with such mortgagee for the payment of insurance premiums on insurance on the value of his apartment property and apply same to the payment of the said Owner's prorata share of any premiums for a blanket insurance policy insuring the entire Condominium project against loss or damage by fire, windstorm, and other coverages.

ARTICLE XI

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Texas Condominium Act and the provisions of said Enabling Declaration. In case these By-Laws conflict with the provisions of said Act or said Enabling Declaration, it is hereby agreed and accepted that the provisions of the Act and said Enabling Declaration shall govern.

ARTICLE XII

DEFINITIONS

1. "Apartment property" shall mean the numbered apartment in Maison de Ville shown on the plat made a part of the Enabling Declaration and filed for record in the Office of the County Clerk of Harris County, Texas.

2. "Unit" shall mean the same as "apartment property."

3. "Owner" shall mean the person or persons to whom the fee title to an apartment property was last conveyed according to the recorded record thereof in the Office of the County Clerk of Harris County, Texas.

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OWNERSHIP  
DESCRIPTION

4. "Board" shall mean the Board of Administration.

5. Co-Owners shall mean all of the owners of apartment properties located in the Maison de Ville Condominium Project.

Dated and executed by the undersigned Owner this the 31<sup>st</sup>  
day of July, 197 3.

SOUTHWEST CONDOMINIUM CORPORATION

By Mari G. Miller  
President

531-68-3994