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## CONDOMINIUM DECLARATION

FOR

  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

MAPLEWOOD SQUARE CONDOMINIUMS

WHEREAS, FINANCIAL FOUNDATION, INC., (hereinafter called "Developer") is the owner of a certain tract of real property which, with improvements, is commonly known as Maplewood Square Apartments, consisting of approximately 1.4690 acres, more or less, of land with four (4) buildings, each two (2) stories high, thereon, containing a total of 46 apartment-home units one (1) out-building and certain other improvements located thereon (such real property and the improvements located thereon being hereinafter sometimes referred to as the "Property"), such tract of real property being more particularly described on Exhibit "A" attached hereto and made a part hereof, and the improvements thereon being more particularly described on the plan (hereinafter referred to as the "Plan"), attached hereto as Exhibit "B" and made a part hereof for all purposes; and

WHEREAS, Developer desires to submit said Property to a condominium regime pursuant to the Condominium Act (hereinafter called "Act"), Article 1301a of the Texas Revised Civil Statutes;

NOW, THEREFORE, Developer hereby declares that the land described in Exhibit "A" attached hereto, together with all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, is hereby submitted to a condominium regime pursuant to the Act, and that said Property is and shall be held, conveyed, hypothecated, encumbered, pledged, leased, rented, used, occupied and improved subject to the following limitations, easements, restrictions, covenants, leases, conditions, charges and liens, all of which are declared to be established for the purpose of enhancing the value, desirability and attractiveness of said Property and every part thereof. All of said limitations, easements, covenants, restrictions, conditions, charges and liens shall run with the said Property and shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof and shall be for the benefit of each owner of any portion of said Property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

## ARTICLE I

DEFINITIONS

For the purposes of this Declaration, the terms used shall have the following meanings:

A. Units.

1. Apartment-Home Unit (hereinafter called "Residential Unit") shall mean an enclosed space consisting of one or more rooms occupying all or part of a floor or floors of a building, which enclosed space is not owned in common with the co-owners of other Units in the project. Each Unit is numbered as shown on the Plan, and the boundaries of each Unit shall be and are the interior surfaces of the perimeter walls,

floor, ceilings, and the exterior surfaces of balconies or patios, if any; and a Unit includes both the portion of the building so described and the air space so encompassed, excepting common elements. Any Unit may be jointly or commonly owned by more than one person. It is intended that the term "Apartment-Home Unit", as used in this Declaration, shall have the same meaning as the term "Apartment", as used in the Act. The common elements within an Apartment-Home Unit, consisting of supporting walls, columns, girders, any piping, duct work, wiring, plumbing or the like, which may be concealed by interior walls or any suspended ceiling together with any air handler installed in each Apartment-Home Unit (and the air space enclosing same) shall not be considered as part of such Unit. Comm

2. A reference to "Unit" or "Units" shall mean and include Residential Units.

B. Board shall mean the Board of Administrators established pursuant to this Declaration.

C. Building shall mean and refer collectively to one of the four (4) principal structures presently situated on the land and the one (1) out-building containing leased laundry equipment.

D. Act shall mean Article 1301a of the Texas Revised Civil Statutes.

E. Co-Owner shall mean a person, firm, corporation, partnership, association, trust, fiduciary or other legal entity, or any combination thereof, who owns a Unit or Units within the Project, and shall include the Developer, but shall exclude those having an interest in a Unit or Units merely as security for the performance of an obligation. A Co-Owner shall have an exclusive ownership to such Co-Owner's Unit or Units and shall have a common right to a share or shares, with other Co-Owners, in the Common Elements. Each Co-Owner may use the Common Elements in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of other Co-Owners.

F. Council of Co-Owners shall mean all of the Co-Owners, as defined in Paragraph E of this Article I, which shall be organized as a Texas non-profit corporation,

G. Developer shall mean and refer to Financial Foundation, Inc., and any of its affiliate entities and their successors and assigns, provided such successors or assigns are designated in writing by the Developer as a successor or assign of the right of the Developer set forth herein.

H. Manager shall initially mean Financial Foundation, Inc., and after it ceases to be the Manager, the person or firm selected by the Board pursuant to the provisions of this Declaration.

I. Mortgage shall mean a Mortgage or Deed of Trust covering a Unit and the undivided interest in the Common Elements appurtenant thereto.

J. Mortgagee shall mean a beneficiary under a Mortgage and any servicing agent of such beneficiary,

K. Plan shall mean the plats, plans and list attached hereto as Exhibit "B" and hereby made a part hereof.

L. Project shall mean the Condominium Project established by this Declaration to be known as Maplewood Square Condominiums.

M. Land shall mean the Land described in Exhibit "A" attached hereto.

N. Property shall mean the Land, together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

O. Common Elements shall mean all of the Property, except for the Units, and, without limiting the generality of the foregoing, shall include the following:

1. The Land;

2. All foundations, columns, girders, beams, supports, bearing walls, roofs, those portions of any exterior wall beyond the Unit side of a glass exterior wall, those portions of the walls and partitions located between the unexposed faces of the drywalls of any Unit side of the drywalls dividing a Residential Unit from other Residential Units or separating a Residential Unit from corridors, stairs, and other mechanical equipment spaces, all-metal deck with concrete-filled floors, if any, all concrete floor slabs and concrete ceilings;

3. All flat roofs, yard and gardens, except as otherwise provided or stipulated;

4. All central and appurtenant installations for services, such as heat, power, light, telephone, hot and cold water, including all pipes, ducts, wires, cables and conduits used in connection therewith (whether located within a Common Element or within a Unit);

5. All sewage and drainage pipes and facilities; all portions of any mechanical system between a point of entrance to, or exit from, the Building and the point of entrance to a mechanical equipment room;

6. In general, all devices or improvements existing for common use, including but not limited to, drive-ways, and walkways;

7. Laundry Building as designated on the Plan.

8. All other elements of the Building desirable or rationally of common use or necessary to the existence, upkeep and safety of the Project.

9. Stairways, recreational facilities, including, but not limited to, the swimming pool and garden areas, if any.

P. Limited Common Elements. In general, the Limited Common Elements consist of those areas of the Building which are to be used exclusively by Residential Unit Co-Owners including all installations, equipment and facilities contained in such areas or elsewhere which service only that Residential Unit.

1. The Limited Common Elements appurtenant to, and to be used in common by, all Residential Units, consist of the following, including, without limitation, all pipes, wires, ducts, vents, cables, conduits, lines, installations, equipment, apparatus and facilities contained therein which service only that Residential Unit:

a. The electrical switchboxes located on each respective floor servicing only the Residential Units;

b. The exterior walls of the building encompassing the Residential Unit;

c. Air handlers, if any, parking spaces for the use of the Residential Units, subject to the following provisions:

d. Patios and Balconies, if any, as designated on the Plans.

(1) Each air handler mechanical unit (and the physical space within which it is enclosed) located within a Residential Unit is a Limited Common Element subject to the exclusive use and possession of the Co-Owner of the Residential Unit in which it is installed. The Board shall have the right of access to each air handler mechanical unit for the purpose of providing such periodic maintenance or replacement of filters as the Board shall deem appropriate.

(2) A parking space or spaces shall be provided for the use of Co-Owner or Co-Owners of each Residential Unit.

(a) The Developer may, at its option, at any time and from time to time, designate parking spaces for the use of the Council.

(b) Parking spaces designated by the Developer to the Council may be provided by the Council for other uses at its option at any time and from time to time under such terms and conditions as the Council may deem appropriate.

(c) Each one bedroom Residential Unit shall be provided one parking space and each two bedroom Residential Unit shall be provided two parking spaces.

f. All other pipes, wires, ducts, vents, cables, conduits, lines, installations, equipment, apparatus and facilities located elsewhere in the Property which service only the Residential Units.

## ARTICLE II

### PARTITION PROHIBITION

The Common Elements shall not be the object of an action for partition or co-ownership thereof so long as such action is pending in the regime, and, in any event, all Mortgages must be obtained prior to bringing an action for partition.

provided and shall be a division of the Condominium paid in full with the consent of all

### ARTICLE III

#### RESIDENTIAL UNIT DESCRIPTIONS

A. There are three (3) types of Residential Units, identified by type and generally described as follows:

<u>Type</u>	<u>General Description</u>
A	.0117 1 Bedroom, 1 Bath approx. 658 sq. ft. 14
B	.0257 2 Bedroom, 2 Bath approx. 868 sq. ft. 15
C	.0267 2 Bedroom, 2 Bath approx. 919 sq. ft. 2

#### B. Residential Unit Identification and Location.

Each Residential Unit is separately numbered and is identified by type, general description, square footage, floor and associated patio, if any, on the Plan, attached hereto and incorporated herein as if fully recited by reference thereto, and further shown on the respective plats of each floor attached hereto as part of the Plan.

### ARTICLE IV

#### OWNERSHIP INTEREST AND SHARE OF COMMON EXPENSE

The fractional interest, expressed as a percentage, which each Unit bears to the entire Property, and which each Unit owns in and to the Common Elements, and the fractional share, expressed as a percentage, of the common expenses for each Unit, are as set out on the Plan.

### ARTICLE V

#### ENCROACHMENTS AND EASEMENTS

A. Encroachments. If (1) any portion of the Common Elements or Limited Common Elements encroaches upon any Unit; (2) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements; or (3) any encroachment shall hereafter occur as a result of (i) construction of the Building; (ii) settling or shifting of the Building; (iii) any alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Board; (iv) any repair or restoration of the Building (or any portion thereof) or any Unit or Limited Common Elements after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or Limited Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

B. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines and All Other Common Elements Located Inside of Units. Each Unit shall have an easement in common with all other Units to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines and all other Common Elements located in any of the other Units or elsewhere on the Property and serving such Unit. Each Unit shall be subject to an easement in favor of all Units to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and all other Common Elements located in such Unit or elsewhere on the Property and serving other Units. The Board shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Property; provided such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Residential Units for dwelling purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

C. Easements.

1. Each Residential Unit shall have an easement, in common with all other Residential Units, for the exclusive use of the Limited Common Elements.

2. Each Residential Unit shall have an easement in common with all other Residential Units, and each Unit shall be subject to such easement, to install, operate, maintain, repair, alter, rebuild, restore and replace the Limited Common Elements, and any pipes, wires, ducts, vents, cables, conduits or other lines or equipment or facilities forming a part of or related to such Limited Common Elements, located in, over, under, through or upon a Unit, the Common Elements elsewhere on the Property, provided that access to any Unit or the Common Elements or the Limited Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Residential Units for dwelling purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

3. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements, and the Limited Common Elements.

4. The Developer, its successors and assigns, shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property for the purpose of advertising the sale of Residential Units, and the leasing of space in any Unit.

5. The Developer reserves the right, for itself and its designee (so long as Developer or said designee owns a Residential Unit), and the Board to grant such electric, gas, steam or other utility easements or relocate any existing utility facilities in any portion of the Property as the Developer, its designee, or the Board shall deem necessary or

desirable for the proper operation and maintenance of the Building, or any portion thereof, or for the general health or welfare of the Co-Owners or the tenants, provided that such additional utilities or the relocation of existing utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes. The utility and its employees and agents shall have the right of access to any Unit or the Common Elements or the Limited Common Elements in maintenance of such facilities, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of the Residential Units for dwelling purposes. Notwithstanding the foregoing, the Board may grant additional (or relocate existing) utility facilities in respect of the Common Elements or Residential Section only, subject to the provisos set forth in the preceding sentences.

## ARTICLE VI

### APPLICABLE DOCUMENTS

All present and future Co-Owners, tenants and occupants of the Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws adopted or to be adopted by the Developer or the Council, and the rules and regulations as the same may exist from time to time. The acceptance of a deed or conveyance to, or the entering into of a lease or the entering into the occupancy of, any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws, and the rules and regulations, as they may exist from time to time, are accepted and ratified by such Co-Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at anytime any interest or estate in any Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

## ARTICLE VII

### ORGANIZATION OF THE COUNCIL OF CO-OWNERS

A. Incorporation. The Council of Co-Owners shall be organized as a Texas non-profit corporation to be known as "Maplewood Square Council of Co-Owners", herein referred to as "The Council of Co-Owners" or "The Council".

B. Membership and Voting. All of the Co-Owners shall be members of the Council of Co-Owners.

1. Subject to the provisions of Article IX, Paragraph D-5, the Co-Owners of one or more Units shall be entitled to one vote per Unit for each Unit owned by such Co-Owner or Co-Owners.

2. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Council until he has presented evidence of ownership of a Unit in the condominium

Project to the Secretary of the Board. The vote of each Co-Owner may only be cast by such Co-Owner or by a proxy given by such Co-Owner to his duly authorized representative. Each Unit is entitled to have only one vote cast. If title to a Unit shall be in the name of two or more persons as Co-Owners, any one of such Co-Owners may vote as the Co-Owner of the Unit at any meeting of the Council and such vote shall be binding on such other Co-Owners who are not present at such meeting until written notice to the contrary has been received by the Secretary of the Board, in which case the unanimous action of all such Co-Owners (in person or by proxy) shall be required to cast their vote. If two or more of such Co-Owners are present at any meeting of the Council, then unanimous action shall be required to cast their vote.

C. By-Laws. The initial condominium By-Laws of the Council shall be adopted by the Developer in accordance with the Act and may be amended thereafter as provided for therein.

D. Meetings. Meetings of the Council of Co-Owners to perform its duties under this Declaration shall be in accordance with the condominium By-Laws adopted by the Developer and as amended from time to time.

E. Board of Administrators. The affairs of this Council shall be managed by a Board of five (5) Administrators. Each member of the Board must be a Co-Owner with the exception of the initial Board members who shall be appointed by the Developer (and any replacement Administrators selected by the Developer or the members of the initial Board prior to the first meeting of the Council).

F. Powers of the Board. The Board of Administrators shall have such powers as set out in the By-Laws and shall exercise them in accordance with the Act, this Declaration and said By-Laws.

G. Officers of the Council. The Executive Officers of the Council shall be a President, who shall be an Administrator, a Vice-President, who shall be an Administrator, a Treasurer and a Secretary, all of whom shall be elected annually by the Board and who may be pre-emptorily removed by vote of the Board at any meeting. Any person may hold two or more offices except the President shall not also be the Secretary. The Board shall, from time to time, elect such other Officers and designate their powers and duties as the Board shall bind to be required to manage the affairs of the Council.

H. Officers' Powers and Responsibilities. The Officers shall have such powers and responsibilities as are set out in the By-Laws and shall exercise them in accordance with the Act, this Declaration and the By-Laws.

## ARTICLE VIII

### INDEMNITY, LIABILITY FOR LATENT DEFECTS AND BONDING

A. Indemnification of Administrators and Officers. Each Administrator and Officer of the Council (hereinafter "Official") shall be indemnified by the Council against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon such Official in connection with any proceeding to which the Official is a party, or in which the Official may become a party, in which the Official



may become involved, by reason of being or having been an Administrator or Officer of the Council, or any settlement thereof of whether or not such person is an Administrator or Officer at the time such expenses are incurred, except in such cases wherein the Official is adjudged guilty of willful malfeasance or bad faith in the performance of duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Council. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Official may be entitled. It is intended that the Officers and Administrators shall have no personal liability with respect to any contract made by them on behalf of the Council or the condominium. It is also intended that the liability of any Co-Owner arising out of any contract made by the Officers or Board or out of the aforesaid indemnity in favor of the Officers and Administrators shall be limited to such proportion of the total liability therefor as such Co-Owner's share of common expenses as set out in the Declaration. Every agreement made by the Board or by the Officers or the managing agent or manager on behalf of the Council or condominium shall provide that the Administrators, the Officers and agent, as the case may be, are acting only as agents for the Co-Owners and shall have no personal liability thereunder (except as Co-Owners), and that each Co-Owner's liability thereunder shall be limited to such proportion of the total liability therefor as such Co-Owner's share of common expenses as set out in the Declaration.

B. Liability for Defects. Notwithstanding the duty of the Council to maintain and repair parts of the condominium Property, the Council shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any patent or latent condition of the Property to be maintained and repaired by the Council, or by the elements or other Co-Owners or persons.

C. Fidelity Bonds. The Board shall obtain adequate fidelity bonds for all Administrators, Officers, agents and employees of the Council handling or responsible for condominium or Council funds, including, but not limited to, employees of any professional manager. The premiums on such bonds shall constitute a common expense. Such fidelity bonds shall meet the following requirements:

1. All such fidelity bonds shall name the Council as an obligee; and
2. Such fidelity bonds shall be written in an amount equal to at least 150 percent of the estimated annual operating expenses of the condominium Project, including reserves; and
3. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and
4. Such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to all Mortgagees.

## ARTICLE IX

### ASSESSMENTS

A. Determination of Common Expenses and Fixing of Common Charges. The Manager, initially, and thereafter the Board, shall from time to time, and at least annually, prepare a budget for the Project, fixing and determining the amount of common charges payable by the Co-Owners to meet the common expenses of the Project and allocate and assess such common charges among the Co-Owners in proportion to their respective interests in the Common Elements.

1. Common charges shall include but not be limited to:

a. Expenses for the operation, maintenance, repair or replacement of the general Common Elements and the Limited Common Elements;

b. Cost of carrying out the powers and duties of the Council;

c. All insurance premiums and expenses relating thereto, including fire insurance and any other expenses designated as common expenses from time to time by the Board; and

d. Utility expenses, separately assessed, as provided below.

2. The Board may also include as common charges an amount for working capital for the Council, amounts necessary to make up any deficit in the common expenses for a prior year, amounts as may be required for the lease by the Council or its designee, corporate or otherwise, on behalf of all Co-Owners of any Unit whose Co-Owner has elected to lease such Unit, or of any Unit which is to be sold at a foreclosure or judicial sale, and such amounts as may be necessary to effect any other purpose or requirement of this Declaration.

3. The Board shall establish an adequate reserve fund for replacement of Common Element components to be a part of the common charges and funded by the assessments paid monthly. Any assessments, however designated and for whatever purpose, which are for the payment of other than current operating expenses or which are being collected in anticipation of a future need and are not going to be expended during the year for which the assessments are being collected, shall be deposited in an account separate from the general operating account and shall not be used for any purpose other than the designated purpose for which the assessment has been collected. After the special or restricted purpose for which such assessments were made has been completed and there are unexpended funds remaining, then the Board shall vote to determine whether these funds shall be transferred to the general operating account and applied as a credit, pro rata, toward each Co-Owner's subsequent assessment.

4. The Board shall promptly advise all Co-Owners in writing of the amount of the assessment payable by each of them, respectively, as determined by the Board, as aforesaid, and shall furnish copies of the budget on which such assessment is based to all Co-Owners.

5. If the allocation and assessment of common charges to the Co-Owner or Co-Owners of each respective Unit (hereinafter referred to as the "annual assessment") proves inadequate for any reason, including nonpayment of any Co-Owner's annual assessment, the Board may, at any time, levy a further assessment to each of the Co-Owners in accordance with their interest in the Common Elements, except as otherwise expressly provided herein.

B. Payment of Assessments. The aggregate of the annual assessment and any other or further assessment made by the Board and allocated and assessed to the Co-Owner or Co-Owners of each Unit shall be payable in twelve (12) equal monthly installments following the date of the last determination or amendment of assessments by the Board. Such payments shall be due and payable on the first day of each month. If, at any time, a Co-Owner is in arrears more than fifteen (15) days with respect to the payment of two (2) monthly installments, the Board may, at its option, accelerate the due date of the remaining unpaid monthly installments and declare said sums immediately due and payable and give notice of such action to such Co-Owner. From and after the date of such notice, the Board may enforce the payment of any such sums determined to be due as in the case of any other assessment.

C. Interest on Unpaid Assessments. Assessments that are unpaid for over sixty (60) days after due date shall bear interest at the rate of 10 percent per annum from due date until paid.

D. Unpaid Assessments: Liens, Penalties and Methods of Collection. The Council shall have a lien on a Unit for any unpaid assessments against the Co-Owners of such Unit, together with interest thereon and reasonable attorney's fees incurred in collection of same and the enforcement of said lien. All such liens shall be subordinate and inferior to the purchase money lien (vendor's or deed of trust or both) of a first Mortgage. The Board shall take such action as it deems necessary to collect assessments and may settle and compromise the same if it is in the best interest of the Council. Said liens shall be effective as and in the manner provided for by the Act and shall have the priorities established by said Act.

1. The Board may bring an action at law against the Co-Owner personally obligated to pay an assessment or foreclose the lien against the Unit, or both, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Co-Owner, by his acceptance of a deed to a Unit, hereby expressly vests in the Board or its agents for the right and power to bring all actions against such Co-Owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure in accordance with the Statutes of the State of Texas then in force governing sales of real estate under powers conferred by deed of trust; and such Co-Owner hereby expressly grants to the Board a power of sale in connection with said lien. 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 and from time to time by an instrument in writing signed by the President or a Vice-President of the Council and attested by the Secretary or any Assistant Secretary of the Council and filed for record in the Official Public Records of Real Property

of the County in which the Project is located. The lien provided for in this section shall be in favor of the Council for the common benefit of all Co-Owners. In the event that the Board has decided to foreclose the lien provided herein for the nonpayment of assessments by any Co-Owner, the Board shall mail to such Co-Owner or Co-Owners and the Mortgagee of the Unit for which the assessment has not been paid a copy of the Notice of Trustee's Sale no less than twenty-one (21) days prior to the date on which said sale is scheduled by posting same through the U.S. Postal Service, postage prepaid, certified or registered, return receipt requested, properly addressed to such Co-Owner or Co-Owners at their last known address according to the records of the Board.

2. At any foreclosure, judicial or non-judicial, the Council shall be entitled to bid up to the amount of its lien, together with cost and attorney's fees, and to apply as a cash credit against its bid all sums due the Council covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Unit shall be required to pay a reasonable rent for the use of the Unit and the purchaser at such foreclosure 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 Unit premises at forcible detainer without the necessity of giving any notice to the former Co-Owner or Co-Owners or any occupants of the Unit sold at foreclosure.

3. The Council may also, at its option, sue to recover a money judgment for unpaid assessments, without thereby waiving the lien securing the same.

4. A foreclosure of the Council's lien for unpaid assessments shall not affect, in any way, a valid first lien of any Mortgagee on any Unit sold at such foreclosure, whether the instruments creating such lien were recorded before or after the time at which the lien for assessments became fixed.

5. In addition to, and cumulative of, any other remedy provided herein, in the case of failure of any Co-Owner to pay any assessment due or comply with the terms and provisions of the governing documents, the Board may suspend the voting rights of any Co-Owner (i) for any period during which such Co-Owner shall be delinquent in the payment of assessments due the Council or during which such Co-Owner shall remain in default of any other obligation herein provided, and (ii) for any period not to exceed thirty (30) days for a single infraction of the By-Laws or rules and regulations, or both; provided, however, (except for failure to pay assessments) no such suspension shall be effected until the Co-Owner shall have been given the opportunity to present evidence on the Co-Owner's behalf at a hearing before the Board or a committee designated by the Board, and no such hearing shall be held until the Co-Owner shall have received at least ten (10) days' written notice specifying the nature of the alleged default and the exact time and place of the hearing.

#### E. Liability of Purchaser for Unpaid Assessments.

1. Where a first Mortgagee of record or other purchaser of a Unit obtains title thereto as a result of foreclosure of said first Mortgage, or where said first Mortgagee accepts a deed to said Unit in lieu of foreclosure, such acquirer of the title, heirs, successors, legal representatives and assigns shall not be liable for the assessments pertaining to such Unit or chargeable to the former Co-Owner of such Unit which became due prior to acquisition of title thereto in the manner set

out above. Such unpaid assessments shall be deemed to be common expenses collectible from all of the Co-Owners including such acquirer, heirs, successors, legal representatives and assigns, in accordance with their respective share of common expenses as set out in the Declaration.

2. Upon the sale or conveyance of a Unit, except through foreclosure of a first Mortgage of record or deed in lieu thereof as specifically provided in the immediately preceding paragraph, all unpaid assessments against a Co-Owner shall first be paid out of the sale price as provided in Section 18 of the Act; provided, however, that if such unpaid assessments are not paid or collected at the time of a sale or conveyance of a Unit, the grantee of the same shall be jointly and severally liable with the selling Co-Owner for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Co-Owner the amounts paid by the grantee therefor. Any grantee of a Unit shall be entitled, upon written request therefor, to a statement from the Board setting forth the amount of the unpaid assessments against the selling Co-Owner due the Board and such grantee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Board against the selling Co-Owner in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any assessments becoming due after the date of any such conveyance; and, further, such grantee shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Unit Co-Owner have been paid.

3. The provisions of this part of the Declaration shall be cumulative of the rights of the Council set out in Section 18 of the Act.

F. Assessment for Utility Service. The Council shall arrange for utility services for the Project including Common Elements and all Units. If such service is centrally metered, the charge therefor shall be a part of the common expense, separately assessed annually, based upon estimated annual costs, and payable in monthly installments as in the case of other assessments. The Board may adjust this "utility assessment" at anytime and from time to time if deemed necessary by the Board. If any such service is individually metered to each Unit, the charge therefor shall be paid by the Co-Owner of each respective Unit based upon the amount of service reflected by such meter. All other utility services consumed by the Project shall be a common expense.

G. Assessments in Case of Liens Against Common Elements. The Board shall also pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof which may, in the opinion of the Board, constitute a lien against the Common Elements, rather than merely against the interests therein of particular Co-Owners. Where one or more Co-Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the amount required to discharge it; and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Co-Owners and the payment of any such sums assessed shall be secured by the lien provided above and may be enforced as in the case of assessments for common expenses.

## ARTICLE X

### MAINTENANCE, ALTERATION AND IMPROVEMENTS

Responsibility for the maintenance of the Property and restrictions upon the alteration and improvement thereof shall be as follows:

A. Units and Common Elements Adjacent or Contiguous To, or Between Units.

1. By the Council. The Council shall maintain, repair and replace, as a common expense of the Council:

a. All portions adjacent or contiguous to a Unit, or between or within Units, contributing to the support of the Building, which portions shall include but not be limited to the outside walls of the Building and all fixtures on the exterior thereof, boundary walls of Units, floor and ceiling slabs, load-bearing columns, and load-bearing walls.

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions described in Subparagraph a, above; and all of such facilities contained within a Unit which serve part or parts of the condominium, other than the Unit within which contained.

c. All windows and exterior doors (including glass sliding balcony or patio doors, if any).

2. By Each Co-Owner. The responsibilities and obligations of a Co-Owner shall be as follows:

a. A Co-Owner shall repair, replace and maintain in good repair and condition (i) the Fixtures (as hereinafter defined) within the Co-Owner's Unit; and (ii) interior walls, and the finished interior surfaces of perimeter walls, ceilings and floors of the Unit, including, but not limited to, such materials as paneling, wallpaper, paint, wall and floor tile and flooring (but not including the sub-flooring). The repair, replacement and maintenance required by this paragraph of these areas or surfaces which are exposed to public view shall be done in a manner consistent with the decor of the Project and shall be subject to the control and direction of the Council. No Co-Owner shall disturb or relocate any Utilities (as hereinafter defined) running through a Unit.

1. "Utilities" as used herein means all lines, pipes, wires, conduits or systems located within the walls, floors or ceilings of a Unit which are a part of the Common Elements.

2. "Fixtures" as used herein means the personal property, appliances, machinery and equipment installed in or within, or affixed to, an interior surface of, a Unit commencing at the point where such items connect with the Utilities, including, but not limited to, all light fixtures, plumbing appliances (such as but not limited to faucets, water valves, shower heads, tubs, sinks and drain taps within a Unit), range, oven, dishwasher, disposal, vented hood over kitchen sink, if any, refrigerator and the like.

b. No Co-Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of their Unit or of the Building, including windows and exterior doors of the Unit.

c. All Co-Owners shall promptly report to the Board any defect or need for repairs, the responsibility for the remedying of which is that of the Council.

3. Alterations and Improvement. Except as otherwise reserved to the Developer, neither a Co-Owner nor the Council shall make any alterations of a Unit or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the Building or impair any easement or affect the Common Elements without first obtaining approval in writing of Co-Owners of all other Units in the Building and approval of the Board. A copy of plans for all such work shall be filed with the Board at or prior to the time of submitting request for such approval. In the case of plans submitted by a Unit Co-Owner for alterations to a Unit, which would affect the Common Elements, the Board shall approve or disapprove of said plans within thirty (30) days after receipt of such plans and the Co-Owner's request for approval; and, in the absence of disapproval, following the expiration of thirty (30) days, said plans shall be deemed to have been approved by the Board.

4. Painting and Decoration by Unit Co-Owner. Each Co-Owner shall have the exclusive right to paint, re-paint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floor, windows and doors bounding such Co-Owner's Unit; and the right to paint or decorate the interior surface of the fence or enclosure around the patio or balcony space; provided, however, any decoration or paint of a patio area or balcony or solarium visible to the public shall be subject to the approval of the Board.

B. Common Elements, General.

1. By the Council. The maintenance and operation of the Common Elements shall be the responsibility and the common expense of the Council.

2. Alteration and Improvement. There shall be no alteration or further improvement of Common Elements without prior approval in writing by the Co-Owners of 80 percent of the Unit votes provided, however, any alteration or improvement of the Common Elements having the approval in writing of two-thirds (2/3) or more of the Unit votes, but less than 80 percent of the Unit votes and which alteration or improvement does not interfere with the rights of any Co-Owners withholding their consent, may be done if the Co-Owners who do not approve are relieved from the cost thereof. The share of any cost not assessed to non-consenting Co-Owners shall be assessed to the consenting Co-Owners in such proportion as their respective shares in the Common Elements bear to the total shares in the Common Elements owned by all of the consenting Co-Owners. There shall be no change in the share and rights of a Co-Owner in the Common Elements which are altered or further approved, whether or not any Co-Owner or Co-Owners contribute to the cost thereof.

C. Right of Access. A Unit Co-Owner shall grant a right of access to their Unit to the Board, the Manager and/or any other person authorized by the Board or the Manager, for the purpose of making inspections, or for the purpose of removing violations noted or issued by any governmental authority against

the Common Elements, the Limited Common Elements or any other part of the Property, or for the purpose of correcting any conditions originating in such Unit and threatening another Unit or all or any part of the Common Elements, or Residential Limited Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other portions of the Common Elements or Residential Limited Common Elements within such Unit or elsewhere in the Building, or for the purpose of reading, maintaining or replacing utility meters relating to the Common Elements or Residential Limited Common Elements, such Unit or any other Unit in the Building or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for such entry are made not less than one day in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the use of the Residential Units for residential purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Co-Owner is present.

A Unit Co-Owner shall grant a right of access to the Co-Owner's Unit, and the Board shall grant a right of access to the Common Elements and the Residential Limited Common Elements, to the Developer and Developer's contractors, subcontractors, agents and employees, for the purposes of completing construction of the Building in accordance with the plans and specifications thereof, provided that access thereto shall be exercised in such a manner as will not unreasonably interfere with the use of Residential Units for dwelling purposes.

D. Required Maintenance of Individual Units-Special Assessments. Maintenance and repair of any Units, if such maintenance or repair is reasonably necessary, in the discretion of the Board, to protect the Common Elements or preserve the appearance and value of the Property, when the Co-Owner or Co-Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, shall be performed by the Board for which it shall levy a special assessment against the Unit of such Co-Owner or Co-Owners for the cost of said maintenance or repair, the payment of which shall also be secured by the lien for assessments hereinabove provided as in the case of assessments for common expenses.

E. Costs Expended for Individual Units. The costs of any materials, supplies, furniture, labor, services, maintenance, repairs, approved interior structural alterations or taxes provided or paid for particular Units shall be specially assessed against the Unit and Co-Owners of the Unit benefited.

F. Special Services for Individual Units Prohibited. Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or convenience of any Co-Owner or Co-Owners, or any occupant or occupants, of any Unit other than services which may be customarily rendered in connection with the rental of space for occupancy only.

G. Alterations by Developer to Units and Common Elements. At any time prior to December 1, 1979, the Developer shall have the right, at its option and sole cost and expense, without the vote or consent of the Board, other Co-Owners or the representative or representatives of holders of Mortgages



on Units, to (i) make alterations, additions, or improvements in, to and upon Residential Units owned by the Developer (hereinafter called "Developer-Owned Units" or "Developer-Owned Residential Units"), whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-Owned Unit; (iii) change the size and/or number of Developer-Owned Units by subdividing one or more Developer-Owned Unit into two or more separate Residential Units, combining separate Developer-Owned Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, altering the boundary walls between any Developer-Owned Units, or otherwise; and (iv) reapportion among the Developer-Owned Units, affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the Common Elements; provided, however, that the percentage interest in the Common Elements of any Units (other than Developer-Owned Units) shall not be changed by reason thereof unless the Co-Owners of such Units shall consent thereto and, provided further, that the Developer shall comply with all laws applicable thereto and shall agree to hold the Board and all other Unit Co-Owners harmless from any liability arising therefrom. The provisions of this section may not be added to, amended or deleted without the prior written consent of the Developer. The Developer shall also have the authority, at its sole option, cost and expense, to make improvements to the Common Elements without the prior consent of the Board, other Unit Co-Owners or the representative or representatives of holders of Mortgage on Units. No Co-Owner shall ever be assessed for any such changes or improvements done by the Developer pursuant to this provision. In the event of any such alteration, combination or improvement, the Developer, at its sole cost and expense, shall file, subject to the provisions of Article XVII, Paragraph D and Article XVIII, Paragraph E, any amendment to this Declaration necessary to reflect such change or improvement.

H. Limitation on Contract Terms. Any contract made by the Council of Co-Owner for professional management, or providing for service by the Developer, shall be terminable on ninety day's written notice and shall have a maximum term of no more than three years.

## ARTICLE XI

### INSURANCE

Insurance, other than such title insurance which may be issued to each Co-Owner upon their respective Units and appurtenant interests in the general Common Elements, shall be governed by the following provisions:

#### A. General.

1. All insurance policies on the condominium Property shall be purchased by the Board for the benefit of the Co-Owners and their respective Mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of Mortgagee endorsements to the Mortgagees of Unit Co-Owners. Such policies shall be payable to the Board as trustee for the Co-Owners and Mortgagees, as their interests may appear, and such policies and endorsements thereon shall be deposited with the Board. Co-Owners may obtain insurance coverage at their own expense upon their own Units (including interior surfaces, non-load bearing partition walls, built-in fixtures and appliances), their own personal property in their condition as of the date any unit is sold pursuant to a homeowners policy applicable to condominium units. The Board shall

purchase, as a common expense, such insurance as is necessary to afford coverage for damage to or loss of interior surface coverings of individual Units and built-in appliances and fixtures within Units. ALL RISKS

2. In no event shall the insurance coverage obtained and maintained be brought into contribution with insurance purchased by the Co-Owners of the condominium Units or their Mortgagees.

3. All policies shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Co-Owners of condominium Units when such act or neglect is not within the control of the Council or (b) by failure of the Council to comply with any warranty or condition with regard to any portion of the premises over which the Council has no control;

4. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 5 days' prior written notice to any and all insured named thereon;

5. All such policies whether purchased by a Co-Owner or the Board shall contain a waiver of subrogation by the insurer as to any and all claims against the Council, the Co-Owner of any Unit and/or their respective agents, employees or tenants, and waivers of any defenses based upon co-insurance or other insurance or upon invalidity arising from the acts of the insured and of pro-rata reduction of liability.

6. If available, all policies of property insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Council.

#### B. Coverage.

1. Casualty. The Building (including all of the Units and the bathroom and kitchen fixtures initially installed therein by the Developer, but not including furniture, furnishings or other personal property supplied or installed by Unit Co-Owners or tenants of Unit Co-Owners) and all improvements upon the Land and all personal property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value (80 percent of current "replacement cost" exclusive of land, excavation and other items normally excluded from coverage) as determined annually by the Board. Such coverage shall afford protection against:

a. Loss or damage by fire and other hazards covered by standard extended coverage policies, and debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage;

b. Such other risks as from time to time shall be customarily covered with respect to Buildings similar in construction, location and use as the Building on the Land.

#### 2. Liability.

a. A comprehensive policy or policies of public liability insurance covering all of the common areas in the Project, with a "Severability of Interest Endorsement" or equivalent coverage

which would preclude the company from denying the claim of a Unit Co-Owner because of the negligent acts of the Council, Board or Unit Co-Owner, with limits not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, and, if applicable: elevator collision, garage-keeper's liability, host liquor liability and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

b. A policy or policies of liability insurance insuring the Administrators and Officers of the Council against any claims, losses, liabilities, damages or causes of action arising out of, in connection with or resulting from, any act done or omission to act in their respective capacity. This insurance shall be purchased by the Council to the extent available and the cost thereof shall be a common expense.

3. Workman's Compensation Policy to meet the requirements of law.

4. Such other insurance as the Board shall determine from time to time to be desirable, including, but not limited to, rent insurance covering the common charges and expenses payable by the Co-Owners to the Board, machinery insurance, and plate glass insurance.

C. Premiums-Common Expense. Premiums upon insurance policies purchased by the Board shall be paid as a common expense.

D. Administrators as Trustees of Insurance Proceeds. All such policies shall provide that adjustment of loss shall be made by the Board as trustee for the Co-Owners and Mortgagees, as their interest may appear. The duty of the Administrators and their successors from time to time who shall receive proceeds of any insurance policies shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Council, Co-Owners and their Mortgagees, in the following shares, but which shares need not be set forth on the records of the trustees:

1. Common Elements. Proceeds on account of damage to Common Elements -- an undivided share for each Co-Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

2. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

a. When the Building is to be restored -- an undivided share for each Co-Owner of a damaged Unit in proportion to the total cost of repairing the damage suffered by each Unit Co-Owner, which cost shall be determined by the Board.

b. When the Building is not to be restored -- an undivided share for each Co-Owner, such share of the total net proceeds

being the same as the undivided share in the Common Elements appurtenant to his Unit.

3. Mortgages. In the event a Mortgagee endorsement has been issued with respect to a Unit, the share of the Co-Owner shall be held in trust for the Mortgagee and the Co-Owner as their interests may appear; provided, however, no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

E. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the trustees shall be distributed to or for the benefit of the beneficial owners or their respective Mortgagees or both in the following manner:

1. Expenses of Trustees. All expenses of the trustees shall be first paid or provision made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Co-Owners, remittances to Co-Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

3. Failure to Reconstruct or Repair. If it is determined, in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Co-Owners, remittances to Co-Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

4. Certification of Co-Owners, Mortgagees and Shares. In making distribution to Unit Co-Owners and their Mortgagees, the trustees may rely upon a certificate of the Secretary of the Council as to the names of the Unit Co-Owners' Mortgagees and their respective shares of the distribution.

F. Board as Agent. The Board is hereby irrevocably appointed agent and attorney-in-fact for each Co-Owner and for each owner and holder of a Mortgage or other lien upon a Unit and for each Co-Owner of any other interest in the condominium Property to adjust all claims and negotiate losses covered by insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

G. Co-Owner's Insurance.

1. No Co-Owner shall separately insure such Co-Owner's Unit or any part thereof against loss by fire or other casualty covered by the insurance carried under this Article. Should any Co-Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds of such other insurance payable pursuant to the provisions of this Article, shall be chargeable to the Co-Owner who acquired such other insurance, who shall be liable to the Council to the extent of any such diminution and/or loss of proceeds.

2. A Co-Owner must carry personal liability with limits of at least \$100,000 covering all claims for personal injury and/or property damage arising out of a single occurrence. In addition, any improvements made by a Co-Owner to a Unit, as well as the personal property of the Co-Owner, may be separately insured by such Co-Owner, such insurance to be limited to the type and nature of coverage often referred to as "tenants improvements and betterments". All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent Co-Owners.

## ARTICLE XII

### RECONSTRUCTION AND REPAIR AFTER CASUALTY; EMINENT DOMAIN

A. Determination of Necessity of Reconstruction or Repair. If any part of the condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Special Meeting. Within fifteen (15) days from the date of such casualty, the Board shall call a special meeting of the Council, such meeting of the Council to be held not less than fifteen (15) days, nor more than forty (40) days, following the date of such casualty. Such notice shall be in writing and personally delivered or mailed, Certified, Return Receipt Requested, to each Co-Owner and shall state the date, time and place of the meeting of the Council to be held, and the purpose of the meeting which shall be to determine, in accordance with the Act, whether the condominium Project shall be reconstructed.

2. Determination of Extent of Damage. At the meeting of the Council called for the purpose set out above, a vote shall be taken to determine whether the required construction comprises the whole or more than two-thirds (2/3) of the condominium Project.

3. Effect of Damage to More than 2/3 of Project. If, as determined by the vote of the Council, reconstruction is required for the whole or more than two-thirds (2/3) of the condominium Project, then all insurance proceeds shall be paid by the trustees, in accordance with the provisions of Paragraph E,3 of Article XI, and the condominium regime shall be terminated in accordance with Articles XIII and XVIII; provided, however, by unanimous agreement of all Co-Owners, they may agree to reconstruct and repair all of the condominium Property which was damaged by the casualty in accordance with the provisions hereinafter set out.

4. Effect of Damage to Less than 2/3 of Project. If, by vote of the Council, it is determined that the required construction does not comprise more than two-thirds (2/3) of the condominium Property, then, in that event, the Board shall proceed with the reconstruction and repair of the condominium Property, in accordance with the provisions hereinafter set out and the trustees of the insurance proceeds, if any, shall act in accordance with the provisions hereinabove set out.

5. Certification of Determination of Necessity of Reconstruction. The insurance trustees may rely upon a certificate of the Board made by the President and Secretary to determine whether or not the damaged Property is to be reconstructed or repaired.

B. Plans and Specifications for Reconstruction. All reconstruction and repair must be substantially in accordance with the plans and specifications for the original Building and facilities constituting the condominium Project and Property, or, if the same be not available, then according to plans and specifications approved by the Board.

C. Responsibility of Co-Owner and Council. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Co-Owner, all insurance proceeds shall be paid to the Co-Owner or Co-Owners, or Mortgagee or Mortgagees, of such Unit, as their respective interests may appear, and such Co-Owner or Co-Owners, or Mortgagee or Mortgagees, shall use the same to rebuild or repair such Unit in accordance with the original plans and specifications therefor. If such damage extends to two or more Units, or extends to any part of the Common Elements, such insurance proceeds shall be held by the trustees for the benefit of the Co-Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Units, the Building and the Common Elements, in accordance with the original or approved plans and specifications therefor and the insurance proceeds shall be used for this purpose.

D. Board to Obtain Estimates. Immediately after a determination to rebuild or repair damage to Property for which the Council has the responsibility of repair and reconstruction, the Board shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments for Construction in Case of Insufficient Insurance Proceeds. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Council, or if at any time during reconstruction and repair, the funds for the payment of the cost thereof are insufficient, assessments shall be made against the Unit Co-Owners who own the damaged Units and against all Unit Co-Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Co-Owners for damage to Units shall be in proportion to the total cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in the same proportion as each Co-Owner's share in common expenses. All assessments made pursuant hereto may be enforced in accordance with any other provision hereof relating to regular assessments.

F. Distribution of Remaining Funds After Reconstruction. If there is a balance of funds, including insurance proceeds and assessments, if any, after payment of all costs of reconstruction and repairs for which funds were collected, such balance shall be distributed to the beneficial Co-Owners thereof in the manner elsewhere stated; except, however, that part of the distribution to a Co-Owner which is not in excess of assessments paid by such Co-Owner for repair and reconstruction shall not be made payable to any Mortgagee.

G. Eminent Domain. In the event of a taking by eminent domain (or condemnation or a deed in lieu of proceedings) of part or all of the Common Elements, the award for such taking shall be payable to the Council, which shall represent

the Co-Owners named in the proceedings. Said award shall be utilized to the extent possible for the repair, restoration, replacement or improvement of the remaining Common Elements, if only part are taken. If all or more than two-thirds (2/3) of the Common Elements are taken, it shall be deemed a destruction of more than two-thirds (2/3) of the Project and the condominium regime shall be terminated as hereafter provided. Any funds not utilized (in the case of a partial taking) shall be applied in payment of common expenses otherwise assessable. In the event of a taking of all or part of a Unit, the award made shall be payable to the Co-Owner and Unit Mortgagee, if any, as their interests may appear.

### ARTICLE XIII

#### TERMINATION AFTER CASUALTY

A. Project Not Reconstructed; Distribution of Insurance Proceeds; Sale of Project and Termination of Declaration. If more than two-thirds (2/3) of the Project is destroyed or damaged by fire or other casualty, as determined by the Council of Co-Owners, and the Council does not vote unanimously to reconstruct the Project, then, after the insurance proceeds have been delivered to the Co-Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Co-Owner in the Common Elements as set forth in the Plan, the Board, as soon as reasonably possible and as agent for the Co-Owners, and with the approval of all remaining Mortgagees of Units, shall sell the entire Project, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale, after the payment of all remaining debts and expenses of the Council, shall thereupon be distributed to the Co-Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Co-Owner in the Common Elements as set forth in the Plan.

B. Partition in the Event of Board's Failure to Sell. If the Co-Owners should not rebuild, pursuant to the above provisions, and the Board fails to consummate a sale pursuant to Paragraph A above within twenty-four (24) months after the destruction or damage occurs, then the Manager or the Board shall, or if they do not, any Co-Owner or Mortgagee may, with the approval of all remaining Mortgagees or Unit Owners, record a sworn statement in the Condominium Records and Deed Records describing the Property and setting forth such decision and reciting that under the provisions of this Declaration the condominium form of ownership had terminated and the prohibition against judicial partition contained in the Act and in this Declaration has terminated, and that judicial partition of the Project may be obtained pursuant to the laws of the State of Texas. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall be null and void and of no further force and effect. The provisions of this paragraph can be amended only by the unanimous written consent of the Co-Owners.

## ARTICLE XIV

### USE AND OCCUPANCY

#### A. Uses; Limitation on Number of Occupants.

1. Each of the Residential Units may be used only as a residence, subject to Paragraph C, below, but not more than one family may occupy a Residential Unit at one time. A Residential Unit owned or leased by an individual, corporation, partnership or fiduciary may only be occupied by said individual, or an officer, director, stockholder or employee of such corporation, or a partner or employee of such partnership, or said fiduciary (including directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or the beneficiary of said fiduciary, respectively (and members of the immediate family and guests of any of the foregoing). Residential Units may only be leased in accordance with paragraph E of this Article XIV and with Article XV. If the Residential Unit contains one (1) bedroom, then not more than two (2) persons shall ever occupy or live in said Residential Unit; and if said Residential Unit contains two (2) bedrooms, then not more than four (4) persons shall ever occupy or live in said Residential Unit.

B. No Hazardous, Annoying, Immoral or Illegal Use. Unit Co-Owners shall not permit or suffer anything to be done or kept in their Units which will increase the rate of insurance or the insurance premiums on the condominium Property, or which will obstruct or interfere with the rights of other Unit Co-Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Co-Owners commit or permit any nuisance, immoral or illegal act in or about the condominium Property.

C. No Business or Commercial Use. Residential Units may not be used for business or for any commercial use whatsoever.

D. Use to be in Accordance with Law, Declaration, By-Laws, Rules and Regulations. The use of each Unit shall be consistent, and in compliance, with existing laws, the provisions of this Declaration, the By-Laws and the rules and regulations adopted pursuant to the By-Laws.

E. Renting or Leasing of Units. After approval by the Board, as elsewhere required, entire Residential Units may be rented, provided the occupancy is only by the lessee, the lessee's family and guests, and provided, further, that all of the provisions of this Declaration, By-Laws and the rules and regulations of the Council pertaining to the use and occupancy of the leased Residential Unit shall be applicable and enforceable against any person occupying a Residential Unit as a tenant to the same extent as are applicable to the Co-Owner of a Residential Unit; and the provisions herein contained shall constitute a covenant and agreement by such tenant occupying a Unit to abide by this Declaration and the By-Laws, rules and regulations, as they may exist from time to time. The Board is and will be designated as the agent of the Co-Owner of the Residential Unit for the purpose of and with the authority to terminate any lease covering the Residential Unit upon the violation by the tenant of the provisions herein contained. No Residential Unit may be leased for transient or hotel purposes.



F. Limitation During Sales Period. Notwithstanding any of the provisions hereinabove contained, the provisions of this Article XIV shall not be applicable to the Developer, who is irrevocably authorized, permitted and empowered to sell, lease or rent Units to any purchaser or lessee approved by it upon such terms and conditions as it determines are acceptable to it, and specifically it may sell, lease or rent Units without procuring the consent of the Council, Board or any Co-Owners. The Developer shall have the right to transact any business on the Property necessary to consummate sales of Units, including, but not limited to, the right to maintain models, having signs identifying parcels, maintaining employees in the offices, use of Common Elements on the condominium Property, and to show Units for sale. Any sales office, the furniture and furnishings in the sales offices or the model apartments, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Units, Developer's right as the owner of said unsold Units shall be the same as all other Unit Co-Owners in said condominium Property and Developer, as the owner of Units, shall contribute to the common expenses any deficit, after readjustment of expenses as herein provided, necessary to meet the Common expenses exclusive of any charge for repair or replacement, and shall have one (1) vote in the Council for each unsold Unit.

## ARTICLE XV

### MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents and thus protect the value of the Residential Units, the transfer of Residential Units by any Co-Owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the Building in useful condition exists upon the Land, which provisions each Co-Owner covenants to observe:

A. Restriction on Leasing. No Residential Unit Co-Owner may dispose of a Residential Unit or interest therein by lease (except to another Co-Owner) without approval by the Board of the lessee and the terms of the lease.

B. Approval by the Board. The approval of the Board, which is required for the lease of a Residential Unit, shall be obtained in the following manner:

#### 1. Notice to Board.

a. A Residential Unit Co-Owner intending to make a bona fide lease of such Residential Unit or any interest therein shall give the Board notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Board may reasonably require, and a copy of the proposed lease.

b. If the notice to the Board herein required is not given, then, at any time after receiving knowledge of a lease or renting of a Residential Unit, the Board, at its election and without notice, may approve or disapprove the transaction. If the Board disapproves the transaction, the Board shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval. Within ten (10) days after receipt of such notice and information, the Board must either approve or disapprove the proposed transaction. If

approved, the approval shall be stated in a certificate executed by the President and Secretary of the Council in recordable form and shall be delivered to the lessor.

C. Disapproval by Board. If the Board shall disapprove a lease of a Residential Unit, the Residential Unit Co-Owner shall be advised of the disapproval in writing, and the lease shall not be made.

D. Mortgage. No Unit Co-Owner may mortgage his Unit nor any interest therein without the approval of the Board, except to a bank, life insurance company, a savings and loan association, mortgage company or another Co-Owner. The approval of any other Mortgagee may be upon conditions determined by the Board or may be arbitrarily withheld.

1. Notice to Board. A Unit Co-Owner who Mortgages his Unit shall notify the Board of the name and address of the Mortgagee and shall file a conformed copy of the Mortgage or deed of trust with the Board; the Board shall maintain such information in a separate file or book covering Mortgages of the Unit.

2. Mortgage Matters. Any Mortgagee, upon reasonable notice, shall be entitled to examine the books and records of the Maplewood Square Condominium, and upon written request, be furnished annual statements and/or budgets, and copies of notices of all meetings. Further, upon written request, any Mortgagee shall be entitled, with respect to any Residential Unit as to which it has a Mortgage, to written notification from the Council of Co-Owners of any default in the performance by a Co-Owner of any obligation under this Declaration, the Articles of Incorporation of the By-Laws of the Maplewood Square Condominium which remains uncured for a period of 60 days.

3. Notice of Default. The Board, when giving notice to a Unit Co-Owner of a default in the payment of assessments or other default, shall send a copy of such notice to each holder of a Mortgage covering such unit whose name and address has heretofore been furnished to the Board.

E. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by the Developer, a bank, life insurance company, savings and loan association, mortgage company or Co-Owner acquiring title as the result of owning a Mortgage upon the Unit concerned, and this shall be so, whether the title is acquired by deed from the Mortgagor or his successor in title, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by the Developer, a bank, life insurance company, savings and loan association or mortgage company which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

F. Unauthorized Transactions. Any Mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board.

G. Notice of Lien or Suit.

1. Notice of Lien. A Unit Co-Owner shall give notice to the Board of every lien upon his Unit, other than for permitted Mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

2. Notice of Suit. A Unit Co-Owner shall give notice to the Board of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Co-Owner receives knowledge thereof.

3. Failure to Give Notice. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

ARTICLE XVI

LIMITATIONS ON EASEMENT OF ENJOYMENT;  
COMPLIANCE AND DEFAULT

A. Easement of Enjoyment. The right and non-exclusive easement of enjoyment of each Residential Unit Co-Owner in and to the Limited Common Elements which is appurtenant to and passes with the title to every Residential Unit is subject to the following provisions:

1. The right of the Council to limit or exclude the number of guests of Co-Owners.

2. The right of the Council to suspend the right to use the recreational facilities by a Co-Owner (i) for any period during which such Co-Owner shall be delinquent in the payment of assessments due the Council or during which such Co-Owner shall remain in default of any other obligation herein provided, and (ii) for any period not to exceed thirty (30) days for a single infraction of the By-Laws or rules and regulations, or both; provided, however, except for failure to pay assessments, no such suspension shall be effected until the Co-Owner shall have been given the opportunity to present evidence on the Co-Owner's behalf at a hearing before the Board or a committee designated by the Board, and no such hearing shall be held until the Co-Owner shall have received at least ten (10) days' written notice specifying the nature of the alleged default and the exact time and place of the hearing.

B. Compliance and Default. Each Co-Owner shall be governed by and comply with the terms of the Declaration of Condominium, By-Laws, and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time. Failure of a Co-Owner to comply therewith shall entitle the Board or other Co-Owners to the following relief in addition to the remedies provided by the Act.

1. Negligence. A Unit Co-Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by neglect or carelessness, or by that of any member of the Co-Owner's family or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Council. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

2. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Co-Owner to comply with the terms of the Declaration, By-Laws and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

3. No Waiver of Rights. The failure of the Council, Board or any Co-Owner to enforce any covenant, restrictions or other provision of the Condominium Act, the Declaration, the By-Laws or the regulations adopted pursuant thereto, shall not constitute a waiver of same or the right to obtain such enforcement for the same or a subsequent default.

4. Definition. Failure to comply with any of the terms of this Declaration, the Articles of Incorporation or By-Laws of the Council, or the duly adopted rules and regulations of the Council, shall constitute an event of default and shall be grounds for relief, which may include without limitation an action to recover sums due for damages or injunctive relief, or any combination thereof.

5. Remedies. In addition to all other remedies herein contained or as may be provided by law, the Council may discontinue the furnishing of any services to a Co-Owner who is in default of such Co-Owner's obligations to the Council or other Co-Owners as set forth herein including, but not limited to, the payment of any assessment due hereunder, upon thirty (30) days' written notice to such Co-Owner and to any Mortgagee of such Co-Owner's Unit of its intent to do so, after prior written notice, and the holding, of a hearing as prescribed in Paragraph A,2, above.

## ARTICLE XVII

### AMENDMENTS

This Declaration of Condominium may be amended in the following manner, as well as in the manner elsewhere provided:

#### A. Resolution.

1. Proposal. A resolution for the adoption of an amendment may be proposed by either the Board or an aggregate number of Co-Owners representing 10 percent of the total Unit votes weighted in accordance with each Unit's respective interest in the Common Elements. Such resolution shall be considered at a regular meeting of the Council or a special meeting of the Council called for such purpose.

2. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. Co-Owners not present at the meeting or meetings considering such proposed amendment may express their vote in writing.

3. Approval. Except as elsewhere provided, an amendment to the Declaration considered at such a meeting or meetings must be approved by not less than three (3) Administrators and by not less than an aggregate of Co-Owners representing 75 percent of the total vote of all Units and an aggregate of the holders of record of Mortgages on the Units representing 75 percent of the total votes of all Units.

B. Agreement. Any proposed amendment may be approved in writing by an aggregate number of Co-Owners representing 75 percent of the total votes of all Units and an aggregate number of the holders of record of Mortgages on the Units representing 75 percent of the total vote of all Units.

C. By Developer. If the number of rooms in a Developer-Owned Unit is changed, or the size and/or number of Developer-Owned Units is changed (whether as a result of a subdivision or combination of Developer-Owned Units or alteration of boundary walls between Developer-Owned Units, or otherwise) and the appurtenant percentage interest in the Common Elements is reapportioned as a result thereof, all in accordance with Article X hereof, then the Developer shall have the right to execute, or (on its request) to require the Board to execute, and record in the office of the County Clerk of Harris County, Texas, and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as may be required to effectuate the same) reflecting such change in the number of rooms in a Developer-Owned Unit or in the size and/or number of Developer-Owned Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the common interests resulting therefrom, all without the approval of the Board, the Unit Co-Owners or the representative or representatives of holders of Mortgages.

The provisions of this Paragraph C, Article XVII, may not be amended or deleted, in whole or in part, without the consent of the Developer (so long as the Developer or its designee owns any Residential Unit).

D. Proviso. Provided, however, that no amendment shall discriminate against any Unit Co-Owner nor against any Unit or class or group of Units, unless the Unit Co-Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it, nor increase the Co-Owner's share of the common expenses, unless the record Co-Owner of the Unit concerned and all record owners of Mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty", unless the record owners of all Mortgages upon Units in the condominium shall join in the execution of the amendment.

E. Execution and Recording. No amendment shall be effective until recorded in the Office of the County Clerk of Harris County, Texas. The holders of Mortgages on Units may, at their election, designate a representative or representatives (not to exceed three in number) to act upon any and all amendments to this Declaration and if such representative or representatives are designated and written notice thereof is given to the Board by registered or certified mail addressed to the office of the Project, then any amendment to this Declaration shall require the approval in writing of said representative or a majority of said representatives. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the Officers of the Council and acknowledged as in the case of a deed.

## ARTICLE XVIII

### TERMINATION

The condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:

A. Destruction. In the event it is determined in the manner elsewhere provided that the condominium Project shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated pursuant to, and in accordance with, Article XIII.

B. Agreement. The condominium may be terminated at any time by the approval, in writing, of all of the Co-Owners of the condominium, and by all record owners of Mortgages upon Units therein. If the proposed termination is submitted to a meeting of the Council, the notice of which meeting gives notice of the proposed termination, and if the approval of the Co-Owners of not less than 75 percent of the Common Elements and of the record owners of all Mortgages upon Units in the condominium are obtained not later than thirty (30) days from the date of such meeting, then the approving Co-Owners shall have an option to buy all of the Units of the other Co-Owners for the period ending on the 60th day from the date of such meeting. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery, or mailing by Certified Mail, to each of the record Co-Owners of the Units to be purchased an agreement to purchase signed by the record Co-Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Co-Owner and shall agree to purchase all of the Units owned by Co-Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

2. Price. The sale price of each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall close within ten (10) days following the determination of the sale price.

C. Certification of Termination, Except as Otherwise Provided in Article XIII, Paragraph B. The termination of the condominium in either of the foregoing manners shall be evidenced by an instrument in writing subscribed and acknowledged by all of the Co-Owners requesting the County Clerk of Harris County, Texas, to re-group or merge the records of the filial estates with the principal Property, provided the filial estates are unencumbered, or, if encumbered, provided that all of the creditors in whose behalf the encumbrances are recorded shall agree to accept, as security, the undivided portions of the property owned by the Co-Owners, which agreement shall be evidenced by an instrument in writing subscribed by each of the creditors and properly acknowledged.

D. Share of Owners After Termination. After termination of the condominium, the Unit Co-Owners shall own the condominium Property and all assets of the Council as tenants in common in undivided shares, and their respective Mortgagees and lienors shall have Mortgages and liens upon the respective mortgaged undivided shares of the Unit Co-Owners. Such undivided shares of the Unit Co-Owners shall be the same as the fractional or percentage interest in the Common Elements appurtenant to the Co-Owners' Units prior to the termination.

E. Amendment. This Article concerning termination cannot be amended without consent of all Unit Co-Owners and of all owners of Mortgages required to approve termination by agreement.

## ARTICLE XIX

### SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of the Declaration and the By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

## ARTICLE XX

### CAPTIONS AND HEADINGS

The captions and headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration, nor the intent or meaning of any provision hereof.

EXECUTED this the 15<sup>th</sup> day of February, 1977.

FINANCIAL FOUNDATION, INC.

By: Raymond C. Stone  
Secretary Vice President

THE STATE OF TEXAS

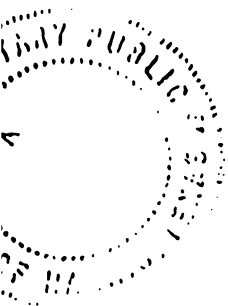
§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared James C. Shure, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said FINANCIAL FOUNDATION, INC., and that he executed the same as the act of said partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of February, 1977.



Sheri Cooper  
Notary Public in and for  
Harris County, T E X A S

SHERI COOPER  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1977



CONSENT OF MORTGAGEE

The undersigned, BA MORTGAGE COMPANY, INC., a Delaware corporation, being the owner and holder of an existing Mortgage and liens upon and against the Land and Property described as the Property in the foregoing Declaration, as such Mortgagee and lienholder, does hereby consent to said Declaration and the exhibits attached thereto and to the recording of same for submission of said Property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes.

This consent shall not be construed or operate as a release of said Mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said Mortgage and liens shall hereafter be upon and against each and all of the individual Units and all appurtenances thereto, and all of the undivided shares and interests in the Common Elements of the Property and of said condominium regime established by said Declaration.

The consent of the undersigned shall in nowise impose any obligations or duties upon the undersigned for any act taken or omitted to be taken by Developer with respect to the Property or any part thereof or with respect to the performance by Developer of any obligation or duty imposed upon it under the foregoing Declaration or any instrument referred to therein or under any applicable law or ordinance.

SIGNED AND ATTESTED by the undersigned by and through its duly authorized officers, this the 16th day of February, 1977.


BA MORTGAGE COMPANY, INC.

By:  Vice-President

THE STATE OF TEXAS   §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. WAGNER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said BA MORTGAGE COMPANY, INC., a Delaware corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of February, 1977.

  
Notary Public in and for  
Dallas County, T E X A S

MAPLEWOOD SQUARE  
COUNCIL OF CO-OWNERS  
5929 QUEENSLOCH  
P. O. Box 25251  
HOUSTON, TEXAS 77265  
713/493-0107

- ASSIGNED PARKING SPACES -

<u>Unit Number</u>	<u>Parking Space Number(s)</u>
#101 .....	#57
#102 .....	#58
#103 .....	#59
#104 .....	#60
#105 .....	#45
#106 .....	#46
#107 .....	#47
#108 .....	#48
#109 .....	#6
#110 .....	#39
#111 .....	#38
#112 .....	#37
#113 .....	#63
#114 .....	#64
#115 .....	#65
#116 .....	#66
#117 .....	#17
#118 .....	#9
#119 .....	#19
#120 .....	#18
#121 .....	#8
#122 .....	#7
#123 .....	#14
#124 .....	#15
#125 .....	#13
#126 .....	#49
#127 .....	#12
#128 .....	#16
#129 .....	#27 & #28
#130 .....	#40
#131 .....	#30 & #31
#132 .....	#26
#133 .....	#22
#134 .....	#4 & #10
#135 .....	#23 & #24
#136 .....	#51 & #52
#137 .....	#61 & #62
#229 .....	#2 & #11
#230 .....	#35 & #36
#231 .....	#32 & #33
#232 .....	#29
#233 .....	#1
#234 .....	#5
#235 .....	#3
#236 .....	#53 & #54
#237 .....	#50 & #56

EXHIBIT A

HARRIS COUNTY, TEXAS

Being a tract or parcel of land containing 63,990 square feet (1.4690 acres) located in the Herman Aiken Survey, A-98, Harris County, Texas, more particularly being a portion of Block 7, Unrestricted Reserve H as shown on the recorded replat of Maplewood Square, dated October 9, 1973, and recorded in Volume 210, Page 144, Map Records, Harris County, Texas, and said 63,990 square feet (1.4690 acres) tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the southeast corner of the herein described tract, said point being the southwest corner of a 0.8499 acre tract and in the south line of the aforementioned Maplewood Square and the north line of Maplewood South, Section 6, a subdivision of record, in Volume 95, Page 67, Map Records, Harris County, Texas, said iron rod bearing South 89° 14' 53" West, 230.00 feet from the southeast corner of the aforementioned Maplewood Square and the northeast corner of the aforementioned Maplewood South, Section 6;

THENCE, with the common line of said Maplewood Square and Maplewood South, Section 6, South 89° 14' 53" West, 320.20 feet to a 1/2 inch iron rod set for corner, said point being in the east right-of-way line of Dunlap Drive (60.00 feet wide) and being the southwest corner of the aforementioned Block 7, Unrestricted Reserve H and the southwest corner of the herein described tract;

THENCE, leaving said common line of Maplewood Square and Maplewood South, Section 6, and with said east right-of-way line of Dunlap Drive and the west line of said Block 7, Unrestricted Reserve H, the following two (2) courses;

1. North 00° 56' 06" West 190.00 feet to a 1/2 inch iron rod set for corner;
2. North 44° 10' 10" East 14.12 feet to a 1/2 inch iron rod set for corner, said point being in the south right-of-way line of Queensloch Drive (60.00 feet wide) and the north line of the aforementioned Block 7, Unrestricted Reserve H;

THENCE, with said south line of Queensloch Drive and said north line of Block 7, Unrestricted Reserve H, North 89° 14' 53" East, 310.20 feet to a bolt spike found for corner, said point being the northwest corner of the aforementioned 0.8499 acre tract and the northeast corner of the herein described tract;

THENCE, with the common line of said 0.8499 acre tract and the herein described tract South 00° 56' 06" East, 200.00 feet to the POINT OF BEGINNING and containing 63,990 square feet (1.4690 acres) of land.