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CONDOMINIUM DECLARATION
FOR
THE PRADERA CONDOMINIUM, PHASE I
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COUNTY CLERK
HARRIS COUNTY, TEXAS
Harris County, Texas

August 1, 1979

CONDOMINIUM DECLARATION
FOR
THE PRADERA CONDOMINIUM, PHASE I
TABLE OF CONTENTS

INTRODUCTORY	Page
ARTICLE I - GENERAL TERMS	
Paragraph 1.1 - TERMS DEFINED ABOVE	2
Paragraph 1.2 - CERTAIN DEFINITIONS	2
ARTICLE II - CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS	
Paragraph 2.1 - RECORDATION OF MAPS	5
Paragraph 2.2 - DESIGNATION OF APARTMENT UNITS	5
Paragraph 2.3 - LIMITED COMMON ELEMENTS	5
Paragraph 2.4 - REGULATION OF COMMON AREAS	6
Paragraph 2.5 - INSEPARABLE UNITS	6
Paragraph 2.6 - DESCRIPTIONS	6
Paragraph 2.7 - ENCROACHMENTS	6
Paragraph 2.8 - GOVERNMENTAL ASSESSMENTS	7
Paragraph 2.9 - USE RESTRICTIONS	7
Paragraph 2.10 - CHANGE OF COMMON ELEMENTS	9
Paragraph 2.11 - RIGHTS OF DECLARANT DURING CONSTRUCTION PERIOD	9
ARTICLE III - RIGHTS AND OBLIGATIONS OF OWNERSHIP	
Paragraph 3.1 - OWNERSHIP	10
Paragraph 3.2 - PARTITION	10
Paragraph 3.3 - EXCLUSIVENESS OF OWNERSHIP	11
Paragraph 3.4 - SINGLE FAMILY RESIDENTIAL DWELLING	11
Paragraph 3.5 - MECHANICS AND MATERIALMAN'S LIENS	11
Paragraph 3.6 - RIGHT OF ENTRY	11
Paragraph 3.7 - OWNER MAINTENANCE	11
Paragraph 3.8 - ALTERATION	11
Paragraph 3.9 - RESTRICTION OF OWNERSHIP	12
Paragraph 3.10 - LIABILITY FOR NEGLIGENT ACTS	12
Paragraph 3.11 - SUBJECT TO DECLARATION AND BY-LAWS	12

(i)

THE PRADERA CONDOMINIUM
PHASE I
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 101 PAGE 1

ARTICLE IV - MANAGEMENT AND ADMINISTRATION		Paragraph 7.9 - NOTICE OF DAMAGE OR DESTRUCTION	30
Paragraph 4.1 - MANAGEMENT AND ADMINISTRATION	13	Paragraph 7.10 - NOTICE OF CONDEMNATION OR EMINENT DOMAIN	30
Paragraph 4.2 - SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT	13	Paragraph 7.11 - MANAGEMENT AGREEMENTS	30
Paragraph 4.3 - MEMBERSHIP, VOTING, QUORUM, PROXIES	14	Paragraph 7.12 - RIGHT TO PARTITION	30
Paragraph 4.4 - INSURANCE	15	Paragraph 7.13 - CLAIMS FOR UNPAID ASSESSMENTS	30
ARTICLE V - MAINTENANCE ASSESSMENT		Paragraph 7.14 - TAXES, ASSESSMENTS AND CHARGES	30
Paragraph 5.1 - ASSESSMENTS	15	Paragraph 7.15 - OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS	30
Paragraph 5.2 - PURPOSE OF ASSESSMENTS	15	ARTICLE VIII - MISCELLANEOUS PROVISIONS	
Paragraph 5.3 - DETERMINATION OF ASSESSMENTS	16	Paragraph 8.1 - AMENDMENT	31
Paragraph 5.4 - INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT	17	Paragraph 8.2 - OWNERSHIP OF COMMON PERSONAL PROPERTY	31
Paragraph 5.5 - OBLIGATION OF DECLARANT FOR ASSESSMENTS	17	Paragraph 8.3 - CHANGE IN DOCUMENTS	32
Paragraph 5.6 - SPECIAL ASSESSMENTS FOR IMPROVEMENTS	18	Paragraph 8.4 - NOTICE	32
Paragraph 5.7 - COMMENCEMENT OF ASSESSMENTS	19	Paragraph 8.5 - INVALIDATION OF PARTS	32
Paragraph 5.8 - NO EXEMPTION	19	Paragraph 8.6 - TEXAS CONDOMINIUM ACT	32
Paragraph 5.9 - LIEN FOR ASSESSMENTS	19	Paragraph 8.7 - GENDER	32
Paragraph 5.10 - SUBORDINATION OF THE LIEN TO MORTGAGES	20		
Paragraph 5.11 - STATEMENT OF ASSESSMENTS	21	List of Exhibits	
ARTICLE VI - DESTRUCTION OR OBSCOLESCENCE OF IMPROVEMENTS		Exhibit "A"	Plat of The Pradera Condominium, Phase I
Paragraph 6.1 - DESTRUCTION OR OBSCOLESCENCE	21	Exhibit "B"	Floor Plans of Individual Unit Types of The Pradera Condominium, Phase I
Paragraph 6.2 - JUDICIAL PARTITION	23	Exhibit "C"	Description of Property
Paragraph 6.3 - CONDEMNATION	26	Exhibit "D"	Annexation Property
ARTICLE VII - PROTECTION OF MORTGAGEE			
Paragraph 7.1 - NOTICE TO ASSOCIATION	28		
Paragraph 7.2 - NOTICE OF DEFAULT	28		
Paragraph 7.3 - EXAMINATION OF BOOKS	29		
Paragraph 7.4 - RESERVE FUND	29		
Paragraph 7.5 - ANNUAL AUDITS	29		
Paragraph 7.6 - NOTICE OF MEETINGS	29		
Paragraph 7.7 - APPROVAL FOR AMENDMENTS TO DECLARATION, ETC.	29		
Paragraph 7.8 - LEASES	29		

(ii)

08/01/79

CONDOMINIUM DECLARATION

FOR
THE PRADERA CONDOMINIUM, PHASE I

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

THAT, WHEREAS, D. G. JOINT VENTURE - WESTWOOD, a joint venture composed of DONGAR DEVELOPMENT (TEXAS) CORP., a Texas Corporation and THE PRADERA CORPORATION, a Texas Corporation, hereinafter called "Declarant", is the Owner of certain real property situated in the County of Harris, State of Texas, being described more fully on Exhibit "C", which by this reference is made a part herof; and

WHEREAS, Declarant desires to establish a condominium regime under the Condominium Act of the State of Texas (Act 1963, 58th Leg., 9, 507, Ch. 191) hereinafter called the "Act"; and

WHEREAS, Declarant has prepared plans for the construction of five (5) buildings and other improvements appurtenant thereto on the property described in said Exhibit "C", which when completed shall consist of sixty (60) separately designated condominium units and which will be known as The Pradera Condominium, Phase I; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or areas contained in each of the apartment units, as hereinafter defined, in the five (5) buildings and any other property appurtenant thereto owned in fee simple as co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined in Paragraph 1.2 hereof, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas";

NOW, THEREFORE, Declarant does hereby submit the real property described in the attached Exhibit "C", and all improvements thereon, to the provisions of the Act and the Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and any person

acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I
GENERAL TERMS

1.1 TERMS DEFINED ABOVE. As used in this agreement, the term "Declarant", "Act" and "Common Elements" or "Common Areas" shall have the meaning respectively indicated in the opening paragraphs hereof.

1.2 CERTAIN DEFINITIONS. As used in this agreement, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

(a) "Declaration" shall mean this Condominium Declaration instrument as the same may be amended pursuant to Article VIII, Section 8.1 hereof entitled "Amendment".

(b) "Apartment" or "Apartment Unit" shall mean that part of a condominium unit which is not owned in common with the Owners of the other condominium units in the project as shown on the Maps, which are exhibits attached hereto, and which is an enclosed space consisting of one or more rooms and the air space assigned thereto. The boundaries of each such apartment unit shall be and are the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames and trim, and the exterior surfaces of balconies and terraces, and the space includes both the portions of the building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the apartment or of an apartment reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries regardless of settling, rising, or lateral movement of the building and regardless of variances between boundaries shown on the plat and those of the building. The individual ownership of each apartment space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such apartment space, such as interior room walls, floor covering or finish, chairs, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances,

THE PRADERA CONDOMINIUM
PHASE I
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS

VOL. 101 PAGE 2

08/01/79

Individual lighting and electrical fixtures, and other separate items or chattels belonging exclusively to such apartment unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other apartment space or the ownership, use or enjoyment thereof. None of the land in this project on which any Apartment Unit or porch space is located shall be separately owned, as all land in this project shall constitute part of the "Common Elements" of the property as hereinafter defined, and shall be owned in common by the Owners of the Condominium Units in this condominium project.

(c) "Condominium Unit" shall mean an individual Apartment Unit and any other property owned in fee simple and appurtenant thereto, together with the interest in the Common Elements (General or Limited) appurtenant to such Apartment Unit.

(d) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns of Record title to one or more Condominium Units.

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

- (1) The land on which the buildings are located;
- (2) The foundations, columns, girders, beams, supports, main walls, bearing walls, roofs, stairways, and entrances and exits or communication ways;
- (3) The yards, gardens, general parking areas (as not being included in the limited common elements, as hereinafter defined), fences, walls, service easements, storage spaces, streets, recreation areas and offices;
- (4) The installations consisting of the equipment and materials making up central services such as power, light, gas and the like;
- (5) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(f) "Limited Common Elements" means and includes those common elements which are reserved for the exclusive use of an individual Owner of a Condominium Unit or a certain number of individual Owners of Condominium Units, to the exclusive of the other Owners, which include assigned parking areas, attic spaces directly above the Apartment Units and patio and balcony areas indicated on the Maps as appurtenant Limited Common Elements to a specific Apartment Unit and halls, entry ways, stairways and elevators indicated on the

Maps as appurtenant to the Apartment Units in a particular building or on a particular floor, and the like.

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

(h) "Common Expenses" means and includes:

(1) All sums assessed against the Common Elements by the Association pursuant to Paragraph 3.1 hereof and other provisions hereof.

(2) Expenses of administration and management, maintenance, repair and replacement of the Common Elements;

(3) Expenses agreed upon as common expenses by the Owners; and

(4) Expenses declared common expenses by provisions of this Declaration and by the By-Laws of the Association.

(i) "Condominium Owners Association" or "Association" means a Texas non-profit corporation, the By-Laws of which shall govern the administration of this condominium property and the membership of which shall be composed of all of the Owners of the Condominium Units according to such By-Laws.

(j) "Map", "Survey Map", "Maps", or "Plan", means or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements, same being herewith filed, consisting of two (2) sheets labeled Exhibit "A" and Exhibit "B", and incorporated herein.

(k) "Construction Period" means that period of time during which Declarant is developing the premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to Eighty (80%) per cent of the Condominium Units then in this condominium regime (including all units annexed pursuant to Paragraph 2.11 (a)), to an Owner other than Declarant, or Three (3) years from the date this Declaration is recorded, whichever occurs first.

(l) "Completed Unit" means a unit is completely finished, including but not limited to the installation of all appliances and utilities, so that the Unit is ready for transfer to and occupancy by an Owner other than Declarant.

(m) "Majority of Unit Owners" means those owners with fifty-one per cent

08/01/79

08/01/79

(51%) of the votes weighted so as to coincide with the percentages or fractions assigned in the attached Exhibit "A".

ARTICLE II

CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2.1 RECORDATION OF MAPS. The Survey Map shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Map consists of and sets forth (a) the legal description of the surface of the land; (b) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements constructed, or to be constructed, on said land by Declarant; (c) floor plans and elevation plans of the buildings built, or to be built, thereon showing the location, the building designation, the Apartment Unit designation and the linear dimensions of each Apartment Unit; and (d) the elevation of the interior surfaces of the floors and ceilings as established from a datum plane.

2.2 DESIGNATION OF APARTMENT UNITS. The Property is hereby divided into separately designated Condominium Units consisting of:

(a) Sixty (60) separately designated Apartment Units, each Apartment identified by number and by building symbol or designation on Exhibit "A", with the size and dimensions thereof;

(b) The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owner of each Condominium Unit shall own an undivided interest in the Common Elements, the percentage thereof for each Condominium Unit created by this Declaration being as shown on the attached Exhibit "A", as "% of Total", which is the percentage that the total square feet of each Apartment Unit bears to the total square feet of all Apartment Units created by this Declaration, subject to a reduction thereof in the event of annexation of additional Units and Common Area as provided in Paragraph 2.10 hereof.

2.3 LIMITED COMMON ELEMENTS. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such area being Limited Common Elements, while the remainder of the Common Elements shall be General Common Elements. The Limited Common Elements reserved for

the exclusive use of the individual Owners are the automobile parking spaces, storage spaces, balcony areas, and terraces, which are shown on the Map, and all balconies that are part of each Apartment Unit. Such spaces are allocated and assigned by the Declarant to the respective Condominium Units as indicated on Exhibit "A" and Exhibit "B", the balcony, terrace and storage area designated on Exhibit "A" and Exhibit "B", assigned to each Apartment Unit being designated and in like manner the carport spaces assigned to each Apartment Unit being designated by the Apartment Unit number preceded by the prefix "PS". Such Limited Common Elements shall be used in connection with the particular unit, to the exclusion of the use thereof by the other owners except by invitation.

2.4 REGULATION OF COMMON AREAS. Portions of the General Common Area are intended as recreation areas, and are improved with swimming pools, an office, and other facilities. Reasonable regulations governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by the Declarant, or by the Board of Directors of the Association after the same has been elected. Such regulation shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Association for the compliance therewith by the members of their respective families, relatives, guests or invitees, both minor and adult.

2.5 INSEPARABLE UNITS. Each Condominium Unit and its pro rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a Condominium Unit.

2.6 DESCRIPTIONS. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Apartment Number or designation as shown on the map, followed by the words "The Pradera Condominium, Phase I" and by reference to this recorded declaration and map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2.7 ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Condominium Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

THE PRADERA CONDOMINIUM
PHASE I
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 101 PAGE 3

08/01/79

If any portion or portions of an Apartment Unit or Units encroaches upon the Common Elements, a valid easement for the encroachment and for the maintenance of same so long as it stands, shall and does exist. A valid easement also exists to that portion of the Common Elements that is occupied by any part of an Owner's Condominium Unit that is not contained within the physical boundaries of an apartment, including but not limited to space occupied by heating and air conditioning equipment, utility lines, and similar equipment which serves only one apartment. For title or other purposes, such encroachments and easements shall not be considered or determined to be encroachments either on the Common Elements or the Condominium Units.

2.8 GOVERNMENTAL ASSESSMENT. Declarant shall give written notice to the Assessor's Office of the creation of condominium ownership of this property, as is provided by law, so that each Condominium Unit and its percentage of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2.9 USE RESTRICTIONS. The ownership interest of each Owner in his respective Condominium Unit and the estate therein, shall be subject to the terms, conditions and provisions hereof:

- (a) The Condominium Units shall be used only for single family residential purposes, as private residences and not for transient or hotel purposes, and no professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that Declarant may use any of the Property as sales offices and/or furnished models and the display of advertising signs during the construction period. No Owner or resident shall use a Condominium Unit in such a manner so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from:
 - (1) Maintaining his personal professional library;
 - (2) Keeping his personal business or professional records or accounts; or
 - (3) Handling his personal business or professional telephone calls or correspondence.

Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

- (b) The parking spaces assigned to each Apartment Unit shall be used for the parking of operative vehicles only. Such parking area shall not be used for a storage area for parts, machinery, inoperative cars, or anything judged to be a nuisance by the Association or its appointed representatives.

(c) No drilling, digging, quarrying, or mining operation of any sort shall be permitted on the Premises.

(d) No structure of a temporary character, trailer, basement, tent, shack, garden, barn, or other out buildings shall be used on the Premises at any time; provided, however, that Declarant may erect temporary structures for use in

connection with the construction renovation, and sale of the Condominium Units during the construction period.

(e) No advertising signs (except "For Sale" of not more than five square feet per unit), billboards, unlighted objects, or nuisances shall be erected, displaced, or permitted to remain on the Premises.

(f) Declarant may maintain, during the Construction Period, in or upon such portions of the Apartment Units or the Common Elements as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats with the exception of a seeing eye dog, fish, birds or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, nor in unreasonable quantities. As a privilege through contractual agreement between the Owner and the Association, subject to rules and regulations adopted by the Association. As used in the Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, the Association may determine a reasonable number in any instance to be more or less, and the:

(h) All rubbish, trash, or garbage from a Condominium Unit shall be kept in the areas designated for such purposes by the Association, and shall be regularly removed from the Premises and shall not be allowed to accumulate thereon.

(i) Outdoor drying of clothes shall not be permitted.

(j) Without prior written authorization of the Association, no television or radio antennas of any sort shall be placed, altered, or maintained on any portion of the exterior of the improvements located on the property, or any structure situated upon the property. Any violation of this provision shall subject the Unit Owner to a fine to be established by the Association which shall continue daily until the antenna is removed. This fine shall become a lien on the respective Unit Owner in violation and shall be collectible in accordance with Article V hereof.

(k) No vehicle shall be parked in driveways. For a period not to exceed forty-eight (48) hours guests and invitees of Owners may park their vehicles in the surface parking areas within the Common Area provided for such purpose. Such surface parking areas are not intended for use for parking or storing boats, trailers, camping units, pets, machinery, inoperative or unlicensed cars, or anything judged to be a nuisance by the Association or its appointed representatives, and the Association may insure the proper use of said areas in such legal manner as it deems necessary.

(l) Except in the individual patio and/or balcony areas appurtenant to an Apartment Unit, as designated on the plans of such unit, no painting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Premises, except as installed in accordance with the initial construction of the building or as approved by Declarant during the Construction Period or the Association after said Construction Period.

(m) All floors and floor coverings installed in the second-story Units shall be approved by Association for adequate sound control, prior to installation.

(n) An owner may lease his condominium unit subject to the terms and conditions of this Declaration provided said lease is in writing and specifically made subject to said terms and conditions and that said lease is for a term of at least six (6) months.

(o) Nothing shall be done or kept in any Unit or in the Common Elements

08/01/79

which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or left in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which will be in violation of any law.

(p) Nothing shall be done to an Apartment Unit which shall change the external appearance thereof without the prior written approval of the Association.

2.10 CHANGE OF COMMON ELEMENTS. During the Construction Period, Declarant shall retain and have the power to unilaterally amend the physical layout or makeup of any and all un sold buildings, Condominium Units, and the Common Elements (both General and Limited), provided that any such amendment shall be of comparable size, value, cost and structure in order to preserve the appearance and value of the Condominium Regime.

2.11 RIGHTS OF DECLARANT DURING CONSTRUCTION PERIOD.

(a) Within Three (3) years from the date of recording of this Declaration, all or part of the property described in the attached Exhibit "D", which shall contain no more than three (3) additional buildings containing no more than Fifty (50) additional units, may be, but shall not be required to be, annexed to the Condominium, by the recording in the office of the County Clerk of Harris County, Texas, of a certificate signed and acknowledged by Declarant and the owner of the Property being annexed, if other than Declarant, which certificate describes the property being annexed, a Map or Maps of the additional Units and Common Areas, refers to these Declaration, declares that Declarant desires that this Declaration shall become effective and apply to the property described in said certificate and a statement of the percentage interest of all Units in the Condominium as expanded. Each owner of a condominium unit, by accepting title to a condominium unit, appoints Declarant as his attorney-in-fact for the purpose of effecting the foregoing; and the power herein granted to Declarant shall be and is a power coupled with an interest. Upon the recordation of such certificate in compliance with the provisions of this Paragraph 2.11, this Declaration shall further apply to and affect all of the real property described above and all of the property described in any such certificate, all of the condominium units in the Property (as so expanded and annexed), and their then future owners, with the same effect as if the Property described in the certificate were originally subject to the provisions of this Declaration. The Association shall maintain one maintenance fund for the

3.1 EXCLUSIVENESS OF OWNERSHIP. Each Owner shall be entitled to exclusive ownership and possession of his Apartment Unit. Each Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

3.4 SINGLE FAMILY RESIDENTIAL DWELLING. Each Condominium Unit shall be occupied and used or leased by the Owner only and for a single family residential dwelling for the Owner, his family, his social guests, or his tenants.

3.5 MECHANIC'S AND MATERIALMAN'S LIENS. No labor performed or materials furnished and incorporated in an Apartment Unit, notwithstanding the consent or at the request of the Owner thereof or his agent or his contractor or subcontractor, shall be the basis for filing of a lien against the Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Apartment Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Apartment Unit at such Owner's request.

3.6 RIGHT OF ENTRY. The Association shall have the irrevocable right to have access to each Apartment Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Apartment Unit or Units.

3.7 OWNER MAINTENANCE. An Owner shall maintain and keep in repair the interior of his own Apartment Unit, including the fixtures thereof. All fixtures and equipment installed within the Apartment Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Apartment Unit shall be maintained and kept in repair by the Owner thereof; and an Owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors.

3.8 ALTERATION. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. For the purposes hereof, the placing of a waterbed anywhere on the Premises shall be deemed to be such an act as would impair the structural

collection and disbursement of monies as required and permitted hereby and in all respects and meanings, the Property (as expanded) shall be deemed to be a single condominium Property and the ownership of the General Common Elements and facilities shall automatically become, as to each condominium unit, a percentage interest equivalent to the percentage interest contained herein, adjusted to reflect such annexation; PROVIDED, HOWEVER, any Property so annexed to this Condominium Regime shall be of comparable size, value, design, appearance and structure in order to preserve the appearance and value of the Condominium Regime, and provided further that while the percentage interest of ownership of each owner of a Condominium Unit in the General Common Elements will decrease numerically by virtue of such annexation, such percentage interest of ownership of each Owner of a Condominium Unit in the General Common Elements subsequent to such annexation shall be of comparable value to that which existed prior to such annexation.

(b) During the Construction Period as defined in Paragraph 1.2 (b) hereof, Declarant shall have the authority to fill all vacancies in the First Board as provided in the By-Laws. Prior to the incorporation of the Association and the appointment of the First Board, the Declarant shall exercise all powers of the Association herein granted to the Board on behalf of the Unit Owners.

ARTICLE III

RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 OWNERSHIP. A Condominium Unit may be held and owned by any person, firm, corporation or other entity and by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

3.2 PARTITION. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided for hereinafter at Paragraph 6.2, "Judicial Partition". Nothing contained herein shall be construed as a limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

soundness and integrity of the building. No Owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the Common Elements (Limited or General), save with the written consent or approval in writing by the Association or its designated agent as in harmony with external design and location in relation to surrounding structures and topography, which approval shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color and location of the same for all proposed work, provided, however, during the Construction Period, Declarant shall have the sole right to approve or reject any plans and specifications submitted for consideration by an Owner.

3.3 RESTRICTION OF OWNERSHIP. As a restriction of the ownership provisions set forth at 1.2(b), "Apartment Unit", hereinafter, an Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors, ceilings and roofs surrounding his Apartment Unit, nor shall such Owner be deemed to own the utilities running through his Apartment Unit which are utilized for, or serve more than, one Apartment Unit, except as a tenant-in-common with the Owners. An Owner shall be deemed to own and shall maintain the inner, finished surfaces of the perimeter and interior walls, floors, and ceilings, doors, windows, and other such elements consisting of paint, wallpaper, and other such finishing material.

3.10 LIABILITY FOR NEGLIGENT ACTS: In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, or guests, or guests, or invitees, and is not covered or paid for by insurance on such Apartment Unit, or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Apartment Unit is subject, pursuant to Article V hereof.

3.11 SUBJECT TO DECLARATION AND BY-LAWS: Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1 The administration of this condominium property shall be governed by the By-Laws of THE PRADERA CONDOMINIUM OWNERS ASSOCIATION, a non-profit association, hereinafter referred to as the "Association". An Owner of a Condominium Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership. Declarant shall, during the Construction Period, cause to be formed a Texas non-profit corporation bearing the same name, after which event such non-profit corporation shall adopt the By-Laws of the Association and shall thereafter act and do all things to be done by "Association", according to the By-Laws of the Association. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. The Initial Board, herein called the "First Board", shall be appointed by Declarant. The Association shall enter into a Management Agreement upon the terms and conditions as established in the By-Laws, which Management Agreement shall be consistent with this Declaration.

4.2 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT. Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the following limitations, restrictions and provisions:

- (a) The right of the Association to publish rules and regulations governing use of the Common Areas and the Improvements and Facilities located thereon, and to establish and enforce penalties for infractions thereof;
- (b) The right of the Association to charge reasonable fees for the use of facilities within the Common Area if such facilities are not used by all members equally;
- (c) The right of the Association to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property; provided, however, that the rights of any such Mortgagee in such properties shall be subordinate to the rights of the Owners hereunder and in no event shall any such Mortgagee have the right to terminate the Condominium Regime established by this Declaration;
- (d) The right and duty of the Association to suspend the voting rights and the right to the use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Condominium Unit remains unpaid; and for a period not to exceed thirty (30) days from any infraction of its published Rules and Regulations;
- (e) The right of the Association to adopt, implement and maintain a private security system for the premises consistent with applicable laws;
- (f) The right of the Association to establish rules and regulations governing

traffic within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

- (g) The right of the Association to regulate noise within the Premises, including, without limitation, the right of the Association to require mufflers on engines and to prohibit the use of devices producing excessive noise;
- (h) The right of the Association to control the visual attractiveness of the properties, including without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Property.

4.3 MEMBERSHIP, VOTING, QUORUM, PROXIES.

(a) Membership. Any person on becoming an owner of a Condominium Unit shall automatically become a member of the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with The Pradera Condominium, Phase I during the period of such ownership and membership of the Association, or impair any rights or remedies which the Board of Directors of the Association or other may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one membership card to the owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon shall terminate.

(b) Voting. Voting shall be based upon the percentage of the undivided interest of each unit owner in the general common elements, each owner being entitled to one vote for each .01% interest owned. An owner of an undivided fractional interest in and to a Condominium Unit shall be entitled to one vote for each 0.01% interest owned in the general common elements, multiplied by said fractional interest. Cumulative voting is prohibited. Unless a higher percentage is required by applicable law, this Declaration or By-Laws, a majority vote shall be decisive on all matters.

(c) Quorum. The majority of the unit owners as defined in Article I, Paragraph 1.2 (n) shall constitute a quorum.

(d) Proxies. Votes may be cast in person or by proxy. Proxies may be filed

THE PRADERA CONDOMINIUM
PHASE I
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 101 PAGE 5

13

14

safety, welfare and recreation of the residents in the Property and in particular for the improvement, maintenance and preservation of the Property, services, and facilities devoted to said purposes and related to the use and enjoyment of the Common Elements, and the Apartment Units situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: All insurance, repair, replacement and maintenance of the Common Elements; fire, extended coverage, vandalism, malicious mischief, and liability insurance for the Condominium Units; management costs, taxes, legal and accounting fees as may from time to time be authorized by the Association; construction of other facilities; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of the Property; mowing grass, caring for the grounds, landscaping, caring for the swimming pools, and equipment, roofs and exterior surfaces of all buildings and carports; garbage pickup; pest control; streets; outdoor lighting; security service for the Property; water and sewer service furnished to the Property by or through the Association; discharge of any liens on the Common Elements; and other charges required by this Condominium Declaration, or other charges that the Association is authorized to incur, for which the Association shall determine the establishment and maintenance of a reserve for repair, maintenance, and other charges as specified herein.

5.3 DETERMINATION OF ASSESSMENTS. The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Association shall from time to time determine is to be paid by all of the Owners, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements, which sum may include, among other things, cost of management, taxes, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in the amount of the maximum replacement value of all of the Condominium Units, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, the payment of any deficit remaining from

with the Secretary before the appointed time of each meeting.

4.4 INSURANCE. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinabove and including for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other apartment or condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy forms naming the Association and all mortgagees as the insureds, which policy or policies shall identify the interest of each Condominium Unit Owner and which shall provide for a standard, noncontributory mortgage clause in favor of each first mortgagee. Each Owner irrevocably designates the Board of Directors as Attorney-in-fact for handling of the proceeds of such insurance, with such Attorney-in-fact administering and distributing such proceeds as is elsewhere provided in this Declaration. Reconstruction shall be compulsory unless the whole or two-thirds (2/3) of the Project, as determined by the Association, is destroyed, or unless all of the Owners and all of the First Mortgagees agree otherwise. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days prior written notice to each first mortgagee. Said Board of Directors shall, upon request of any first mortgagee, furnish a certified copy of each blanket policy and the separate certificate identifying the interest of the mortgagee. Any separate insurance policies obtained by the Unit Owner individually shall be filed with the Association.

ARTICLE V

MAINTENANCE ASSESSMENT

5.1 All Owners shall be obligated to pay the estimated assessments imposed by the Association to meet the Common Expenses. The assessments shall be made pro rata according to each Owner's percentage interest in and to the Common Elements. Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first day of each month. Failure to pay by the fifteenth day of each month shall require the imposition and assessment of a later charge of \$5.00. Contribution for monthly assessments shall be pro rated if the ownership of a Condominium Unit commences on a day other than on the first day of a month.

5.2 PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health,

16

15

a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the Common Elements. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the Owners from the obligation to pay. However, such assessments shall not exceed the maximum monthly assessment as hereinafter provided in Paragraph 5.4.

5.4 INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT:

(a) Until January 1st of the year immediately following the conveyance of the first Condominium Unit to an Owner other than the Declarant, the monthly assessments shall be \$6,760.00 times the percentage interest of ownership in the Common Elements, as defined herein, for example, the Monthly Assessment for Unit 101 will be \$119.23 determined by multiplying the percentage interest (1.764%) times \$6,760.00.

(b) From and after January 1st of the year immediately following the conveyance of the first Condominium Unit to an Owner, other than the Declarant, the Association may set the Monthly Assessment for the next succeeding twelve (12) month period at an amount which shall not exceed one hundred ten percent (110%) of the Monthly Assessment allowed for December of the preceding year. If the Board determines that a greater increase of the Monthly Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the assent of a two-thirds (2/3) vote of the quorum of Owners, present at such meeting, the monthly assessment may be set at whatever level such Owners approve. The new assessment shall become the basis for future annual increases, using the one hundred ten (110%) percent formula as above outlined.

(c) The Board of Directors shall have authority to lower the Monthly Assessment, if it deems feasible.

(d) All Monthly Assessments shall be pro-rated as provided in Subparagraph (a) hereof.

5.5 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE. During the Construction Period, the Declarant shall be responsible for the maintenance of each building until all Units in said building have been completed, as defined herein, or until Declarant transfers, in writing,

responsibility for said maintenance to the Association, whichever first occurs. So long as Declarant is responsible for the maintenance of a building, as provided herein, Declarant shall not be required to pay the monthly assessment for any units owned by Declarant in said building. With respect to the buildings which Declarant is responsible for maintaining, as provided herein, said maintenance shall be at the level of maintenance established by the Association, and should, in the sole opinion of the Association, Declarant fail to maintain said building at said level, the Association may give written notice thereof to the Declarant, specifying with particularity the areas of deficiency, and Declarant shall have fifteen (15) days to correct said deficiencies and if, in the reasonable determination of the Association, said deficiencies are not corrected within said fifteen (15) day period, the Association may accept responsibility for the maintenance of said building, in which case Declarant will be responsible for the payment of the Monthly Assessment for all units owned by Declarant in said building, commencing on the first day of the month following the month in which the Association accepts said responsibility, and the Association shall have a lien for the payment of said assessments as provided herein. In the event extra maintenance or repairs are required to bring said building to the level of maintenance established by the Association, the Association shall have the right to make a special assessment against the Declarant to pay for said extra maintenance and repairs. During the Construction Period, Declarant shall provide any additional funds required to pay actual cash outlays required to fund current operating expenses of the Association; Declarant shall not be obligated to fund any reserve accounts until after the Construction Period is terminated and then only reserve accounts accruing after the Construction Period is terminated. After the Construction Period is terminated, Declarant shall pay the Monthly Assessments for all Units owned by Declarant. Notwithstanding the foregoing provisions with respect to Declarant being responsible for the maintenance of a building under certain circumstances, if any utilities or services are furnished to any units in building being maintained by Declarant, Declarant shall pay its pro rata part of said utilities or services.

5.6 SPECIAL ASSESSMENTS FOR IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of

THE PRADERA CONDOMINIUM
PHASE 1
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 101 PAGE 6

17

18

delaying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by two-thirds (2/3) of the aggregate of the quorum of Owners voting in person or by proxy at a meeting duly called for this purpose.

5.7 COMMENCEMENT OF ASSESSMENTS. The Monthly Assessments provided for herein shall commence as to any Condominium Unit on the first day following the conveyance of the said unit to an Owner other than Declarant, or the first day following the transfer of the responsibility for maintenance of the building in which said Unit is located to the Association, whichever first occurs. The Association shall fix the amount of the monthly assessment against each unit at least thirty (30) days prior to January 1 of each year, provided, however, that the Association shall have a right to adjust the Monthly Assessment, as long as any such adjustment does not exceed the maximum permitted hereunder, with thirty (30) days written notice given to each Owner. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The due date shall be established by the Association and, unless otherwise provided or unless otherwise agreed by the Association, the Association shall collect the assessments monthly from the Owner of each Condominium Unit.

5.8 NO EXEMPTION. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements, or by abandonment of his apartment.

5.9 LIEN FOR ASSESSMENTS. All sums assessed but unpaid for the share of Common Expenses chargeable to any Condominium Unit, including interest thereon at ten percent per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only for:

(a) All taxes and special assessments levied by governmental and taxing authorities, and

(b) All liens securing sums due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the time such pro rata share of costs, charges, expenses and/or assessments become due.

To evidence such lien the Association may, but shall not be required to,

prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit, and a description of the Condominium Unit. Such a notice shall be signed by one of the Board of Directors and may be recorded in the office of the Clerk and Recorder of Harris County, Texas. Such lien for the Common Expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

5.10 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure or by a deed in lieu of foreclosure or by assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust, shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer. No sale or transfer shall relieve such

19

20

Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.11 STATEMENT OF ASSESSMENTS. Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessments and the date of such assessment becomes due, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten days, all unpaid assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The Purchaser, Donee, or other transferee of a Unit, by deed or other writing therein called "Grantee", shall be jointly and severally liable with the transferee of such unit (herein called "Grantor"), for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantor's right to recover from Grantor the amounts paid by the Grantee. The Grantee shall be entitled to a statement from the Board of Directors, setting forth the amount of the unpaid assessment, if any, with respect to the subject Unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advance payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten days of such request, then such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Condominium Unit accruing prior to such ten (10) day period.

ARTICLE VI

DESTRUCTION OR OBSCOLESCENCE OF IMPROVEMENTS

6.1 DESTRUCTION OR OBSCOLESCENCE. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the

21

08/01/79

to each Apartment Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into sixty (60) separate accounts, each such account representing one of the Condominium Units. Each such account shall be in the name of the Association, and shall be further identified by the number of the Apartment Unit and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount for each of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the Condominium Unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each Condominium Unit Owner's percentage interest in the General Common Elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this heading, "6.1 DESTRUCTION OR OBSCOLESCENCE".

(d) In the event of damage or destruction of more than two-thirds (2/3) of all buildings, as determined by the Association, if all Owners adopt a plan for reconstruction, which plan has the approval of all first mortgagees, thereafter all of the Owners shall be bound by the terms and other provision of such plan. Any assessment made in connection with such plan shall be a common expense of all affected Owners and made pro rata according to each of said Owner's percentage interest in the Common Elements and shall be due and payable as provided by the terms of such notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of said Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in paragraph "5.10 LIENS FOR ASSESSMENTS," herein. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the

20

property upon its destruction or obsolescence.

Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint The Pradera Condominium Owners Association, or its successor non-profit corporation, if same be hereafter organized, their true and lawful attorney in their names, place, and stead, for the purpose of dealing with the Property upon its destruction or obsolescence as in hereafter provided. As attorney-in-fact, the Association, by its authorized Officer, shall have full and complete authorization, right and power to risks, execute and deliver any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each Apartment Unit and the Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless all of the Owners and all of the first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

(a) In the event of damage or destruction due to fire or other disaster, if such damage or destruction is not more than two-thirds (2/3) of all buildings, as determined by the Association, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(b) In the event of damage or destruction to fire or other disaster, if such damage or destruction is not more than two-thirds (2/3) of all building, as determined by the Association, and if the insurance proceeds are insufficient to repair and reconstruct the improvement(s), such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners directly affected by the damage and their Condominium Units. Such

22

08/01/79

deficiency assessment shall be a common expense of said affected Owners and made pro rata according to each of said Owner's percentage interest in and to the Common Elements and shall be due and payable within thirty days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of a concerned Owner to pay the assessment. The assessment provided for herein shall be a debt of said Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Article V hereof. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency of the assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from the sale of said Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of taxes and special assessments liens in favor of any assessing entity;
- (2) For payment of the balance of the lien of any first mortgage;
- (3) For payment of unpaid Common Expenses;
- (4) For payment of junior liens and encumbrances in the order of any to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(c) In the event of damage or destruction of more than two-thirds (2/3) of all buildings, as determined by the Association, if all Owners do not, voluntarily, within one hundred days thereafter, make provision for reconstruction, which plan must have the approval or consent of all first mortgagees, the Association shall forthwith record a notice setting forth such facts, and upon the recording of such notice by the Association's President and Secretary, the entire remaining Premises shall be sold by the Association, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plans and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according

23

Association. The proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this heading, paragraph "6.1 DESTRUCTION OR OBSOLESCENCE".

(e) All of the Owners, with the approval of all first mortgages, may agree that the Common Elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, then the expense thereof shall be payable by all of the Owners as Common Expenses.

(f) All of the Owners, with the approval of all first mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized Officers, the entire premises shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Plans and the By-Laws. The sales proceeds shall be apportioned between the Owners on the basis of each Owner's percentage interest in the Common Elements, and such apportioned proceeds shall be paid into Sixty (60) separate accounts, each such account representing one Condominium Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the Apartment and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of each of such funds, without contribution from one fund to another, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this Article.

6.2 JUDICIAL PARTITION. There shall be no judicial partition of the project or any part thereof, nor shall Declarant or any person acquiring any interest in the project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 6.1 hereof in the case of damage or destruction or unless the property has been removed from the provisions of the Texas Condominium Act; provided, however, that if any Condominium Unit shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. But such partition shall not affect any other Condominium Unit.

THE PRADERA CONDOMINIUM
PHASE 1
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 101 PAGE 8

25

08/01/79

less than two-thirds (2/3) of the total number of condominium units, then the damages and awards for such taking shall be determined for each condominium unit and the following shall apply:

(a) The Association shall determine which of the condominium units damaged by such taking may be made tenable for the purposes set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of each condominium unit so damaged.

(b) The Association shall determine whether it is reasonably practicable to operate the remaining condominium units of the Project, including those damages units which may be made tenable, as a condominium in the manner provided in this Declaration.

(c) In the event that the Association determines that it is not reasonably practicable to operate the undamaged condominium units and the damaged units which can be made tenable when the Condominium Project shall be deemed to be regrouped and merged in to a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the percentage ownership interests previously owned by each Owner in the general common elements.

(d) In the event that the Association determines that it will be reasonably practicable to operate the undamaged condominium units and the damaged units which can be made tenable as a condominium unit, then the damages and awards made with respect to each unit which has been determined with respect to each unit which has been determined to be capable of being made tenable shall be applied to repair and reconstruct such condominium unit so that it is made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those condominium units which are tenable. With respect to those units which may not be tenable, the award made with respect to such unit shall be paid as set forth in Paragraph 6.1 (b) (1) through (5) hereof and the remaining portion of such units, if any, shall become a part of the general common elements and repair and use of the general common elements and repair and use of such units shall be

27

6.3 CONDEMNATION. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary) the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceeding to all Owners and to all first mortgages known to the Association to have an interest in any condominium unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the general common elements (together with or apart from any condominium unit), the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner in proportion to his percentage ownership interest in the general common elements to be applied or paid as set forth in Paragraph 6.1 (b) (1) through (5) hereof unless restoration takes place as herein provided. The Association may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the general common elements so taken or damaged. In the event it is determined that such general common elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association on behalf of the Owners. In the event that such eminent domain proceeding results in the taking of or damage to one or more, but

26

08/01/79

determined by the Association. Upon the payment of such award for the account of such Owner as provided herein, such condominium unit shall no longer be a part of the Condominium Project and the percentage ownership interests in the general common elements appurtenant to each remaining condominium unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interests in the general common elements among the reduced number of Owners. If the entire Condominium Project is taken, or two-thirds (2/3) or more of the condominium units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of units, as provided herein, in proportion to their percentage ownership interests in the general common elements and this Condominium Regime shall terminate upon such payment. Upon such termination, the condominium units and general common elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the percentage ownership interest previously owned by each Owner in the general common elements. Any damages or awards provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Paragraph 6.1 (b) (1) through (5) hereof.

ARTICLE VII PROTECTION OF MORTGAGEE

7.1 NOTICE TO ASSOCIATION. An owner who mortgages his apartment shall notify the Association giving the name and address of his mortgagee. Each mortgagee shall be permitted to notify the Association of the fact that such mortgagee holds a Deed of Trust or mortgage on a condominium unit. The Board shall maintain such information in a book entitled "Mortgages of Condominium Units".

7.2 NOTICE OF DEFAULT. The Association shall notify a first mortgagee in writing of any default by the mortgagor in the performance of such mortgage's obligations as set forth in this Declaration, mortgage or Deed of Trust and the By-Laws, which is not cured within thirty (30) days.

28

08/01/79

7.3 EXAMINATION OF BOOKS. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

7.4 RESERVE FUND. The Association shall establish adequate reserve fund for replacement of common elements components and fund the same by regular monthly payments rather than by extraordinary special assessments.

7.5 ANNUAL AUDITS. The Association shall furnish each first mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

7.6 NOTICE OF MEETINGS. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC. The prior written approval of each first mortgagee shall be required for the following: (a) abandonment or termination of The Pradera Condominium, Phase 1 as a Condominium Regime, except for abandonment or termination provided by law, in case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain; (b) any material amendment to the Declaration or By-Laws of the Association, including, but not limited to any amendment which would change the percentage interest of unit owners in the common elements except as provided for under Paragraph 2.11 hereof; and (c) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

7.8 LEASES. No owner shall be permitted to lease his unit for transient or hotel purposes. No owner may lease less than the entire unit. The Association shall require that all leases of any apartment units must: (a) be in writing, and (b) provide that such leases are specifically subject in all respects to the provisions of the Declaration and By-Laws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any apartment owner to lease his unit.

THE PRADERA CONDOMINIUM
PHASE 1
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 102 PAGE 9

29

08/01/79

units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units as otherwise provided in this Declaration. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this paragraph.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 AMENDMENT. Subject to the provisions of Paragraphs 2.11, 8.3 and 7.7 (b) hereof, this Declaration shall not be amended, except as follows: (a) During the Construction Period, if Owners representing an aggregate ownership interest of fifty (50%) percent of the Common Elements agree to such amendment by instrument properly executed by said Owners and duly recorded; (b) After the Construction Period, if Owners representing an aggregate ownership interest of eighty (80%) per cent of the Common Elements agree to such amendment by instrument properly executed by said Owners and duly recorded; or (c) At anytime, if necessary to make this Declaration conform with the requirements of the Federal Home Loan Mortgage Association, the Federal National Mortgage Association or any similar duly constituted governmental authority, by instrument properly executed by Declarant and duly recorded, but no amendment shall effect Declarant's right to exercise the duties and functions of the Board of Directors as allowed by Paragraph 4.1 hereof or alter or amend the rights given to Declarant in Paragraph 2.11 hereof.

8.2 OWNERSHIP OF COMMON PERSONAL PROPERTY. Upon termination of the Construction Period as defined herein Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the entire premises and furnished by Declarant, which property is intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

31

08/01/79

7.9 NOTICE OF DAMAGE OR DESTRUCTION. The Association shall furnish the first mortgagees timely written notice of any substantial damage or destruction of any unit and of any part of the common elements and facilities if such loss exceeds \$16,000.00.

7.10 NOTICE OF CONDEMNATION OR EMINENT DOMAIN. The Association shall furnish the first mortgagees timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of a condominium unit or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings.

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

7.12 RIGHT TO PARTITION. No unit may be partitioned or subdivided by the owner thereof without the prior written approval of all first mortgagees and the Association.

7.13 CLAIMS FOR UNPAID ASSESSMENTS. Any first mortgagee who obtains title to the unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such units together with their individual interest unpaid dues or charges which accrued prior to the acquisition of title to such unit by the mortgagee.

7.14 TAXES, ASSESSMENTS AND CHARGES. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

7.15 OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS. Unless all of the first mortgagees and 80% of the owners (other than the Declarant) of the individual condominium units have given their prior written approval, the Association shall not be entitled to: (a) partition or subdivide any condominium unit, (b) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, and (c) use hazard insurance proceeds for losses to any condominium property (whether to

30

08/01/79

8.3 CHANGE IN DOCUMENTS. The holder of any mortgage covering any of the Condominium Units shall be entitled to a written notification from the Association thirty (30) days prior to the effective date of any change in the condominium documents. Any change in said documents during the Construction Period shall require the additional approval of the Federal Housing Administration and/or the Veterans Administration, if the condominium has been approved by the Federal Housing Administration and/or the Veterans Administration.

8.4 NOTICE. All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the apartment number and building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid, to Houston, Texas, until such address is changed by a notice of address change duly recorded in the Harris County Condominium Records.

8.5 INVALIDATION OF PARTS. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

8.6 TEXAS CONDOMINIUM ACT. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

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

32

98/0179

CONSENT OF MORTGAGEE

IN WITNESS WHEREOF, Declarant by its corporate officers, has duly executed this Declaration this 1st day of August, 1979.

D. C. JOINT VENTURE - WESTWOOD,
a joint venture composed of
Dongar Development (Texas) Corp.,
a Texas Corporation, and
The Pradera Corporation, a
Texas Corporation

ATTEST:

Don Massad
Don Massad, Secretary

DONGAR DEVELOPMENT (TEXAS) CORP.

Don Massad
Don Massad, President

ATTEST:

Don Massad
Don Massad, Secretary

THE PRADERA CORPORATION

Don Massad
Don Massad, President

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared DON MASSAD, President of DONGAR DEVELOPMENT (TEXAS) CORP., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of August, 1979.

THE STATE OF TEXAS :
COUNTY OF HARRIS :

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of August, 1979.

Don Massad
Don Massad, Secretary

The undersigned, FIRST CITY NATIONAL BANK OF HOUSTON, being the owner and holder of an existing mortgage and liens upon and against the property described in the Declaration for THE PRADERA CONDOMINIUM, PHASE I, as such Mortgagee and lienholder, does hereby consent to said Declaration and the exhibits attached thereto and to the recordation of same for submission of said Property to its provisions as a condominium regime, pursuant to Article 1301a of the Texas Revised Civil Statutes.

The undersigned hereby subordinates its deed of trust lien and any and all other liens owned or held by it in and to the property described in the Declaration for THE PRADERA CONDOMINIUM, PHASE I, to the Declaration and the condominium regime created thereby, all with the same effect as if said Declaration had been executed and recorded prior to the execution and recordation of the deed of trust and other instruments creating said liens. 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.

SIGNED AND ATTESTED by the undersigned by and through its duly authorized officers, this 1st day of August, 1979.

ATTEST: FIRST CITY NATIONAL BANK OF HOUSTON

William F. McHenry By: *William F. McHenry*
William F. McHenry, Secretary President
THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared W. F. McHENRY, President of FIRST CITY NATIONAL BANK OF HOUSTON, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of August, 1979.

THE PRADERA CONDOMINIUM
PHASE I
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 103 PAGE 10

EXHIBIT "C"

Being a 3.0446 acre tract in the H. T. & B. R. Survey A-398, Harris County, Texas and being a portion of BLOCK 6, Unrestricted Reserve #2, Westwood Center, Section One as per plat recorded in Volume 221, page 19, of the map records of Harris County and being more particularly described by metes and bounds as follows:

BEGINNING at a found 3/4 inch iron rod marking the most southerly cutback corner at the southwest corner of the intersection of Country Creek Drive (60 foot right-of-way) and Club Creek Drive (60 foot width) as per instrument recorded in Harris County Clerk's File, Number D-504532;

THENCE along the northwesterly right-of-way of said Country Creek Drive S 26° 34' 24" W, 381.05 feet to a found 5/8 inch iron rod marking the most southerly or southeast corner of the herein described tract;

THENCE N 63° 05' 36" W, 256.00 feet to a point;

THENCE N 26° 54' 24" E, 44.00 feet to a point;

THENCE S 63° 05' 36" E, 15 feet to a point;

THENCE N 26° 54' 24" E, 109.92 feet to a point;

THENCE N 63° 05' 36" W, 134.24 feet to a point;

THENCE N 52° 49' 20" E, 176.52 feet to a point;

THENCE N 52° 50' 01" W, 84.01 feet to a point;

THENCE N 37° 10' 40" W, 71.70 feet to a point;

THENCE N 52° 49' 20" E, 109.46 feet to a point in a curve concave to the northeast; said point also being in the northwesterly right-of-way of said Club Creek Drive;

THENCE southeasterly along the southwesterly right-of-way of said Club Creek Drive, 393.26 feet along the arc of said curve concave to the northeast having a radius of 1255.00 feet, a central angle of 17° 37' 14" and whose chord bears S 04° 06' 59" E, 391.65 feet to a found 5/8 inch iron rod marking the point of tangency of said curve.

THENCE S 63° 05' 36" E, 44.5 feet along the southwesterly right-of-way of said Club Creek Drive to a found 5/8 inch iron rod marking the most northerly cutback corner at the southwest corner of the intersection of said Club Creek Drive and Country Creek Drive;

THENCE along said cutback S 18° 09' 36" E, 19.14 feet to the POINT OF BEGINNING and containing 3.0446 acres of land.

EXHIBIT "D"

Being a 2.2052 acre tract in the H. T. & B. R. Survey Abstract No. 398, Harris County, Texas, and being a portion of Block 6, Unrestricted Reserve #2, Westwood Center, Section One, as per plat recorded in Volume 221, page 19, of the map records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8 inch iron rod marking the most southerly cut-back corner at the southwest corner of the intersection of Country Creek Drive (60 foot right-of-way) and Club Creek Drive (60 foot width) as per instrument recorded in Harris County Clerk's File No. D-504532;

THENCE along the northwesterly right-of-way of said Country Creek Drive, S 26° 34' 24" W, 381.00 feet to a found 5/8 inch iron rod;

THENCE N 63° 05' 36" W, 256.00 feet to the POINT OF BEGINNING of the herein described tract;

THENCE N 26° 54' 24" E, 44.00 feet to a point;

THENCE S 63° 05' 36" E, 15.00 feet to a point;

THENCE N 26° 54' 24" E, 109.92 feet to a point;

THENCE N 63° 05' 36" W, 134.24 feet to a point;

THENCE N 52° 49' 20" E, 176.52 feet to a point;

THENCE N 52° 50' 01" W, 84.01 feet to a point;

THENCE N 37° 10' 40" W, 71.70 feet to a point;

THENCE N 52° 49' 20" E, 109.46 feet to a point in a curve concave to the northeast; said point also being in the northwesterly right-of-way of said Club Creek Drive;

THENCE Northwesterly along the southwesterly right-of-way of said Club Creek Drive, 393.26 feet along the arc of said curve concave to the northeast having a radius of 1255.00 feet, a central angle of 17° 37' 14" and whose chord bears N 44° 29' 42" W, 391.65 feet to a found 5/8 inch iron rod set for the northerly or northwesterly corner of the herein described tract;

THENCE S 63° 05' 36" E, 44.5 feet to a found 5/8 inch iron rod marking the westerly or southwest corner of the herein described tract;

THENCE S 63° 05' 36" E, 19.14 feet to the POINT OF BEGINNING and containing 2.2052 acres of land.