



**DIRECTORY
OF
CONDOMINIUM DOCUMENTS**

3501 Sands Point - Houston, Texas 77074

SANDSPPOINT CONDOMINIUMS
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
RECORDED IN
VOLUME 99
PAGES 14 TO 25

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John P. Schaefer
COUNTY CLERK
HARRIS COUNTY, TEXAS

CONDOMINIUM DECLARATION
SANDSPOINT CONDOMINIUMS

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CONDOMINIUM DECLARATION

FOR

SANDSPOINT CONDOMINIUMS

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

THAT, SANDS POINT JV #1, a Texas joint venture, being the owner of that certain tract of real property situated in Harris County, Texas, containing approximately 3.6347 acres and being more particularly described on Exhibit "A" attached hereto, together with all improvements thereon, and being desirous of submitting such land and improvements to a condominium regime pursuant to the provisions of Article 1301a of the Texas Revised Civil Statutes, does hereby establish and declare, in accordance with the terms hereinafter set forth, a condominium regime upon such land and improvements.

ARTICLE I

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the meanings indicated:

(1) Unit shall mean an enclosed space consisting of one or more rooms occupying a floor or part of a floor in a Building, which enclosed space is not owned in common with the Owners of other Units in the Project. The boundaries of a Unit shall be the interior surface of its perimeter walls, floors, and ceilings, and shall include the portions of the Building so described and the air space thereby enclosed, including

not limited to, any finishing materials applied or affixed the interior surfaces of the walls, floors or ceilings such as paint, wallpaper, vinyl wall or floor coverings and carpets. The unfinished surfaces of the walls, floors, ceilings, and roofs surrounding a Unit shall not be deemed to be part of such Unit. All heating and air conditioning equipment, ducts, and lines, and all utility pipes, lines, systems, fixtures and appliances that serve only one Unit shall also be included within the definition of a Unit, whether such items are located within the space enclosed by the boundaries of such Unit or not. Provided however, any of such items, or portions thereof, which may be concealed by interior walls or ceilings shall not be considered as part of a Unit. There are 84 Units in the Project, as designated on the plat (the "Plat") attached hereto as Exhibit "B".

(2) Association shall mean the Sandspoint Condominium Association, Inc., a Texas non-profit corporation to be created after the date hereof, the Members of which shall be the Owners of Units within the Project. The term "Association" shall have the same meaning as the term "Council of Co-owners" in the Act. The Articles of Incorporation for the Association are attached hereto as Exhibit "E".

(3) Act shall mean the Texas Condominium Act as set forth in Article 1301a of the Texas Revised Civil Statutes, as amended from time to time.

(4) Board shall mean the Board of Directors of the Association.

(5) Buildings shall mean the buildings situated on the Land, as more particularly described in Exhibit "B" attached hereto.

(6) By-Laws shall mean the By-Laws of the Association, a copy of which is attached hereto as Exhibit "D".

(7) Common Elements shall mean the Land, Buildings, and all other improvements located on the Land, except for those portions herein defined as Units. Without limiting in any way the generality of the foregoing, the Common Elements shall include those items defined as "General Common Elements" in the Act, including foundations, bearing walls and columns, roofs, halls, lobbies, stairways, entrances, exits, communication ways, swimming pools, clubrooms, mail rooms, areas used for storage of janitorial supplies, maintenance equipment and materials driveways, all parking spaces shown on the Plat, enclosed garages and storage rooms, and in general all apparatus and installations necessary or convenient to the operation, maintenance, and use of the Project as a condominium. Certain Common Elements, or portions thereof, are reserved for the exclusive use of one or more Owners, the same being designated as Limited Common Elements and more fully defined in paragraph (11) below.

(8) Developer shall mean Sands Point JV #1, a Texas joint venture, and any successors or assigns, provided such successors or assigns are designated in writing by the preceding Developer as such, or such successors or assigns were Mortgagees of the preceding Developer.

(9) General Common Elements shall mean all Common Elements other than those hereinafter defined as Limited Common Elements.

(10) Land shall mean the real property described in Exhibit "A" attached hereto.

(11) Limited Common Elements shall mean those portions of the Common Elements reserved for the exclusive use of one or more Owners to the exclusion of other Owners, such Limited Common Elements being more particularly designated as such on Exhibit "B" hereto and being the patios, balconies, entries, and garages (including storage rooms therein). Patios are designated by the letter "P", balconies are designated by the letter "B", entries are designated by the letter "E", and garages (including storage rooms) are designated by the letter "G" on the Plat, and the exclusive use of the patios, balconies, entries and garages as Limited Common Elements is hereby reserved to the Owner of the Unit which such patios, balconies, entries and garages adjoin, as indicated on the Plat.

(12) Maintenance Expense Charge shall mean the assessment levied for management and operation of the Project and for repairs, maintenance, insurance, and operation (including certain utility costs relating to the Common Elements) of the Project (including reserves for replacements), as provided in Article IV hereof.

(13) Maintenance Fund shall mean any accumulation of the Maintenance Expense Charges collected by the Association for the continued maintenance, repair and operation of the Project.

(14) Member shall mean a member of the Association, more particularly described in Article III hereof.

(15) Mortgage shall mean a security interest, mortgage, Deed of Trust or lien granted by an Owner in and to, or against, a Unit to secure the repayment of a loan, and duly filed for record in the Office of the County Clerk of Harris County, Texas.

(16) Mortgagee shall mean the person who holds a Mortgage as security for repayment of a debt.

(17) Owner shall mean any person, firm, corporation or other entity, including Developer, which owns, of record, title to a Unit in the Project. If a Unit is owned by more than one such person, firm, corporation or other entity, each shall be deemed to be an Owner.

(18) Parking Spaces shall mean the areas designated as parking spaces on the Plat.

(19) Percentage Interest shall mean the undivided interest in and to the Common Elements which interest is associated with and appurtenant to each Unit as set forth in Exhibit "B" hereto.

(20) Project shall mean the Land, the Buildings, the Units, the Common Elements, both General and Limited, the use of the term "Project" herein being intended to refer to the entire condominium regime hereby established.

(21) Replacement Reserve Fund shall mean the reserve fund established pursuant to Article IV hereof for maintenance, repairs and replacements to the Project.

(22) Rules and Regulations shall mean the rules adopted from time to time by the Association concerning the management and administration of the Project for the use and enjoyment of the Owners. The initial set of Rules and Regulations shall be promulgated by the Developer.

(23) Trust Agreement shall mean a Trust Agreement relating to the holding and disbursement of any insurance proceeds received in respect of the insurance policies obtained by the Association, and certain proceeds from the sale of the Project after a substantial casualty loss, in accordance with this Declaration in substantially the same form as Exhibit "C".

ARTICLE II

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

Section 1. Use Restrictions.

(a) Each Owner shall use his Unit solely for residential purposes, and no business, professional or other commercial activity of any type shall be operated from or out of any Unit, or Common Element, General or Limited. No Owner shall use nor permit such Owner's Unit nor any Common Element, General or Limited, to be used for any purpose which would void any insurance in force with respect to the Project, or which would make it impossible to obtain any insurance required by this Declaration; which would constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; which would constitute a violation of any applicable law, ordinance, rule or regulation (including the

Rules and Regulations); or which would interfere, unreasonably, with the use and occupancy of the Project by other Owners.

(b) All permanent residents shall be fourteen (14) years of age or older. No children under the age of fourteen (14) years may be permanent residents. Should any person under the age of 14 years become a permanent resident in a Unit, such person's occupancy shall not be construed as a violation of this Section during the three (3) month period immediately subsequent to the initial date of such residency, provided the Owner of such Unit is making a good faith effort to terminate such residency.

(c) In any event, full-time occupancy shall be limited to not more than two (2) persons to a one (1) bedroom Unit, and not more than three (3) persons to a two (2) bedroom Unit.

(d) The foregoing occupancy restrictions shall not be construed to prohibit the occupants of any Unit from entertaining guests of any age, in their Units, including temporary residency not to exceed three (3) months.

(e) Except for the three (3) month grace period specified in (b) above relating to the residency of a person under fourteen (14) years of age, any person or persons who reside in a Unit and cease for any reason to constitute permissible occupants pursuant to this Section 1, shall immediately be required to terminate their occupancy.

Section 2. Decoration, Maintenance, Alteration and

Repairs.

(a) No Owner shall have any right, without prior written consent of the Board, to modify, alter, repair, decorate, redecorate, or improve the exterior of any Unit or to take any such action with respect to the interior or exterior of any of the Common Elements except as herein specifically set forth.

(b) No part of any curtains, blinds, shades, draperies, or other window coverings visible from the exterior of any Unit shall be used in any Unit unless the same are of a color and design consistent with the decor of the Project, and the same shall be subject to the control and direction of the Board. No Owner shall have any right to place any sign in or on any Unit or elsewhere on the Project without the prior written consent of the Board, and the Board shall have the right to remove any sign so placed without permission.

(c) Except as otherwise provided for herein, each Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the interior of such Owner's Unit, and the garage adjoining such Unit, provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any of the Buildings or Common Elements and provided that all such action is performed in a good and workmanlike manner. Provided however, that no structural modifications or alterations shall be made without the prior written consent of the Board.

(d) Each Owner shall maintain in good order and repair, at such Owner's sole cost and expense all portions of such Owner's Unit (including the portions thereof which are not located within the physical boundaries of the Unit), the interior of any patio, balcony, or garage adjoining the Unit, and the exterior doors and windows of the Unit, including all glass and/or glass substitutes incorporated therein; failing which, the Association shall have the right (but not the obligation) to perform such work as is necessary to put any such Unit and adjoining portions in good order and repair, and the cost thereof shall be deemed a debt of such Owner to the Association, payable on demand, and payment thereof shall be secured in the same manner as for Maintenance Expense Charges as set out in Article IV, Section 5, hereof. The Association shall have a reasonable right of entry upon the Unit premises to effect emergency or necessary repairs which the Unit Owner has failed to perform.

(e) The Limited Common Elements and the General Common Elements, except as provided otherwise in immediately preceding paragraph (d), shall be maintained by the Association in a uniform and attractive manner for the benefit of all Owners; however, the cost of repairing or replacing a Common Element damaged due to negligence, misuse or neglect of a Unit Owner shall be borne solely by that Unit Owner. Except as specifically set forth in the immediately preceding paragraphs (c) and (d) hereof, the Owner of any Unit as to which any Limited Common Elements are appurtenant shall have no right to modify, alter, repair, decorate, redecorate, improve or take any other similar action with respect to such Limited Common Elements, without the prior written consent of the Board.

(f) No labor performed or materials furnished and incorporated in a Unit, notwithstanding that the same was performed or furnished with 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 or any portion thereof. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability from and arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed on, or for labor, materials, services, or other products incorporated in, an Owner's Unit at such Owner's request.

Section 3. Easements.

(a) The physical boundaries of the Unit and the Common Elements, both General and Limited, as the same are set out on Exhibit "B" hereto, shall be conclusively presumed to be the boundaries of such areas, notwithstanding any settling, rising, or other movement of the Buildings or the Land, and regardless of any variances actually existing on the date hereof with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement for any encroachments and the maintenance of same, arising out of any such variances, settling, rising, or other movement, and such easement shall exist so long as the Project exists as a condominium regime pursuant to the Act.

(b) There is hereby granted to each Owner an easement in and to that portion of the Common Elements within or upon which any part of an Owner's Unit that is not contained within the physical boundaries of such Unit is situated. Without limiting the generality of the foregoing, such easement shall cover the space occupied by heating and air conditioning equipment, utility pipes and lines, and other similar apparatus or equipment which serves only one Unit.

Section 4. Parking Spaces. Parking Spaces shall be General Common Elements, the use of which shall be subject to the control and direction of the Board.

Section 5. Utilities. Each Owner of a Unit shall be individually responsible for and shall pay for all telephone, electricity and all other utility services furnished to his Unit which are separately metered or billed by the respective utility companies or other party furnishing same. Utilities not separately metered or billed to the individual Unit shall be part of the Maintenance and Expense Charges, and each Unit Owner shall pay his pro rata part thereof in proportion to such Owner's Percentage Interest as part of the Maintenance Expense Charge. In the event that electricity or other utility service utilized or constructed in connection with Common Elements, either General or Limited, have been or are connected or constructed for the sake of convenience in such a manner that the cost of such services is separately metered or billed to an individual Unit Owner, the Association shall reimburse such Unit Owner for the additional charges incurred in connection with such services. The amount of such reimbursement shall be borne by all Unit Owners as part of the Maintenance Expense Charge for the operation of the Project.

Section 6. Separate Taxes. Taxes, assessments and other charges of the State or of any political subdivision, or any special improvement district or any other taxing or assessing authority, shall be assessed by such authorities against and collected not on the Project as a whole, but on each individual Unit, which shall include its percentage of the Common Elements, each such Unit to be carried on the tax books as a separate and distinct entity for that purpose, as more particularly provided for in the Act. Each Unit Owner shall be individually responsible for payment of the separate taxes, assessments and charges.

ARTICLE III

MANAGEMENT AND OPERATION OF PROJECT

Section 1. Management by Association. The affairs of the Project shall be administered by the Association. The Association shall have the rights, powers, and duties of a "Council of Co-Owners" as that term is used in the Act. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring, and operation of the Project as herein provided for, and as provided for in the By-Laws, the Articles of Incorporation of the Association, and in the Rules and Regulations. Without limiting the generality of the foregoing, the Association may enter into contract(s) and agreement(s) with a reputable professional management company concerning the professional management of the Project as a whole, the General and/or Limited Common Elements, or the Buildings, as the Board deems reasonably necessary or appropriate to maintain and operate the Project as a viable residential condominium regime. Additionally, without limitation the Board shall have the right to grant utility and other public easements for the uses the Board shall deem appropriate, consistent with the intended use of the Common Element by the Project.

Section 2. Membership in Association. Each Owner, including Developer, shall be a Member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of a Unit, howsoever achieved, including without limitation by foreclosure of a lien upon a Unit, the new Owner hereof shall, concurrently with such transfer, become a Member of the Association. If a Unit is owned by more than one Owner, then all such Owners shall be entitled to attend meetings of the Association, but they shall cumulatively be considered as one Member, with one vote. One of such Owners shall be designated as the Member by a majority vote of all such Owners, which designation shall be in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. In the event that such Owners are unable to agree upon one of their number to be designated as the Member to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

Section 3. Initial Board of Directors, Election of First Board. The initial Board of Directors of the Association shall be designated by Developer in the Articles of Incorporation of the Association. Such Board shall serve until the "first Board of Directors" (sometimes hereinafter so referred to) is elected by the Members. Elections of the first Board of Directors shall be held in accordance with the By-Laws upon the earlier to occur of (i) the thirtieth (30th) day from the date of the recording of the last deed by Developer to a Unit in the Project or (ii) a date selected by Developer, in the exercise of its reasonable discretion, upon not more than sixty (60) and not less than ten (10) days prior written notice to all Owners (the earlier of the dates specified in (i) and (ii) being sometimes hereinafter referred to as the "Election Date"). Thereafter, elections shall be held as set forth in the By-Laws.

Section 4. Developer Control. Notwithstanding anything to the contrary contained in the provisions of this Declaration or the By-Laws of the Association, the Developer reserves the right and shall be entitled, at its sole discretion, to elect a majority to serve as Directors of the Association, until the expiration of thirty (30) days from the date of the recording of the last deed by Developer to a Unit in the Project, or until the date of the first annual meeting of the Members following the date of the recording of the last deed by Developer to a Unit in the Project, whichever date is later. The intent and sole purpose of this provision is to provide for and allow the Developer to complete development of the Sandspoint Condominiums and the proposed plan of cooperative living intended by this Declaration, the By-Laws of the Association and Exhibits hereto and to preserve the character of the community which will be administered and supervised by the Association. A decision by Developer to refrain from exercising its rights hereunder during the aforesaid period of control shall not be construed in any way as a waiver of such rights, should Developer choose to exercise them, during the remainder of the said period of control. The provisions of this paragraph may not be changed or amended in any way by non-Developer Owners, Members, or officers or directors of the Association during the aforesaid period of control, anything herein or in the By-Laws of the Association to the contrary notwithstanding.

Section 5. Meetings of Board of Directors. The Board of Directors shall meet as set forth in the By-Laws.

Section 6. Voting Members. Subject to applicable provisions of the By-Laws, each Member, including Developer, shall have a vote or votes in the Association according to the Percentage Interest appurtenant to the Unit or Units owned by such Member as shown on Exhibit "B" hereto.

ARTICLE IV

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

Section 1. Payment of Maintenance Expenses. Subject to Section 2 of this Article IV, each Owner shall contribute to the Maintenance Fund a portion of the annual Maintenance Expense Charge for the expenses and the administration of the Project and the maintenance and operation of the Common Elements which portion shall be in proportion to such Owner's Percentage Interest. The Maintenance Expense Charge shall be assessed in accordance with the provisions hereinafter set forth. No Owner is or shall be exempt from such obligation to so contribute by waiver of use of all or any portion of the Common Elements, either General or Limited, or because of any restriction of such uses in accordance herewith, or with the Rules and Regulations.

Section 2. Payment of Maintenance Expenses During Development. Recognizing that, to some degree, the cost of administration and maintenance of the Project is related to the use of the Common Elements which is in turn related to the number of Units which are occupied, the Developer shall pay to the Association, until the Election Date, in lieu of any Maintenance Expense Charge or special assessment with respect to all Units which the Developer continues to own, the amount, if any, by which the Actual Operating Expenses incurred for any fiscal year or part thereof of the Association exceed the aggregate of the Maintenance Expense Charges, less any portion thereof that is deposited in the Replacement Reserve Fund, payable during such period by Owners other than the Developer. If the amounts collected as Maintenance Expense Charges from Owners other than the Developer, less any portion thereof that is deposited in the Replacement Reserve Fund, exceed such Actual Operating Expenses for such period, then within a reasonable time after the expiration of such period, an amount equal to such excess shall be refunded to the Owners who shall have paid such Maintenance Expense Charges, in proportion to their respective contributions. For the purposes of this Article IV, Section 2, the term "Actual Operating Expenses" shall mean those expenses reasonably necessary for the normal maintenance and operation of the Project but shall not include (i) capital expenditures (determined in accordance with generally accepted accounting principals), or any amounts paid into the Replacement Reserve Fund or (ii) prepaid items, inventory items or similar expenses that are attributable to periods after such fiscal year or part thereof. The Developer, by notice in writing to the Association, may, prospectively or retroactively, waive the benefits of this Section 2 and in the event of such waiver, shall be bound to contribute to the Maintenance Expense Fund the Maintenance Expense Charges and special assessments in proportion to the Percentage Interests attributable to the Units owned by the Developer.

Section 3. Budgets; Establishment of Maintenance Expense Charge and Maintenance Fund. Upon the recordation of this Declaration, the initial Board shall meet and establish a budget for the operation and maintenance of the Project for that portion of the calendar year then remaining, which budget shall set forth the Board's reasonable estimate of all expenses which the Association will incur in such operation and maintenance of the Project for the remainder of such year. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and shall establish a reasonable reserve fund, herein called the "Replacement Reserve Fund", for maintenance repairs, and replacements to Common Elements, including those that must be replaced on a periodic basis. Such initial budget and those adopted thereafter, may also provide for ad valorem tax expenses of the Project if the taxing authorities having jurisdiction thereover have not then separately assessed and valued individual Units. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and establish

such a budget for the next succeeding calendar year. Copies of each such budget shall be posted at the Project for inspection by the Owners. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the Common Elements and for the allowance for contingencies and the Replacement Reserve Fund for the calendar year in question, and the portion thereof allocable to each Owner. The Maintenance Expense Charge shall be allocated among those Owners obligated by this Declaration to pay same, according to the respective Percentage Interests of such Owners.

Section 4. Special Assessments. If the Board, at any time, or from time to time, determines that the Maintenance Expense Charge assessed for any period is insufficient to provide for the continued operation of the Project and the maintenance of the Common Elements, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such special assessment may be assessed because of casualty, condemnation, or other loss to any part of the Common Elements, or to make up for any deficiencies caused by non-payment of Maintenance Expense Charges by Owners. Except as provided in Article VI, Section 2(b) below, no special assessment shall be effective until the same is approved by Members holding at least a majority of the votes in the Association. Any such special assessment shall be payable as may be provided by the Board, and the payment thereof may be enforced in the manner specified in Article IV, Section 5 hereof.

Section 5. Payment of Maintenance Expense Charge; Enforcement. One-twelfth (1/12) of the portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid by the tenth (10th) day of such month shall be deemed delinquent, and, without notice, shall bear interest at the rate of ten (10%) percent per annum (or such higher rate, if any, permitted by law) from the date originally due until paid. In addition, a late charge of not less than Five Dollars (\$5.00) shall be due at the time any such delinquent payment is made. If any such delinquent amount shall remain unpaid by the fifteenth (15th) day of such month, then at the Board's election the Maintenance Expense Charge to be due from the delinquent Owner for the remainder of the calendar year shall be accelerated, shall become at once due and payable, and from the fifteenth (15th) day of such month until paid shall bear interest at the rate of ten (10%) percent per annum (or such higher rate, if any, permitted by law). In order to secure payment of the Maintenance Expense Charge, the Vendor's Lien and Superior Title to each Unit shall be and hereby is reserved to the Association (the Maintenance Expense Charge allocable to each Unit being a portion of the purchase price therefor), which lien shall be enforceable either through appropriate judicial proceedings by the Association, or by public sale without judicial proceedings. Each Owner, by accepting conveyance of a Unit, irrevocably grants to the Association a power of sale so that the lien for any unpaid sums required to be paid by this Declaration may be foreclosed at public sale without judicial proceedings in the manner prescribed by law in the State of Texas. The Association may be the bidder at any such foreclosure sale and may have the amount for which the Unit in question is sold credited on the sums owing to the Association. The Vendor's Lien and Superior Title and any other liens herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Unit, whether pursuant to the remedies provided for in its Mortgage, or procedures in lieu thereof, shall not be liable for the unpaid portion of the

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Maintenance Expense Charge attributable to the Unit in question that arose prior to such acquisition. It shall be the duty of the Board, upon the written request of any Owner, to provide to such Owner, or to any person designated by such Owner, a statement reflecting any outstanding Maintenance Expense Charge, special assessment, or other amounts due to the Association. In addition to the lien hereby retained, in the event of non-payment by any Owner of such Owner's portion of the Maintenance Expense Charge, the Association acting by and through the Board may immediately suspend the voting privileges of such Owner and, upon ten (10) days prior written notice thereof to such non-paying Owner, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

- (a) The Association may restrict the rights of such non-paying Owner to use the Common Elements in such manner as the Association deems fit or appropriate;
- (b) The Association may cut off any utilities furnished through use of any part of the Common Elements to the Unit owned by such non-paying Owner;
- (c) The Association may pursue any other remedy provided by law in addition to or in lieu of any or all of the above.

Section 6. Maintenance Fund. The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit, and welfare of the Project and the Owners.

ARTICLE V

INSURANCE

Section 1. General Provisions. The Board shall obtain insurance for the Project as follows, in such amounts as the Board may deem appropriate, except where otherwise specifically indicated, the premiums for which shall be borne by the Maintenance Fund:

(a) Insurance on the Buildings, including the Units and the fixtures, appliances and carpeting initially installed therein by Developer (but not including the painted or decorated surfaces of interior walls, furniture, furnishings, or other personal property supplied or installed by an Owner, or tenant of an Owner) and Common Elements against loss or damage by fire or by any and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full insurable replacement cost thereof, the same to be evidenced by a replacement cost endorsement. The full insurable replacement cost of the Buildings (including Units) and Common Elements shall be determined annually by the Board, who may obtain an appraisal in making such determination, the cost of which shall be paid from the Maintenance Fund.

(b) Comprehensive general liability insurance against claims for personal injury or death (minimum coverage of \$300,000.00) or property damage (minimum

coverage of \$100,000.00) suffered by the public or any Owner, the family, agent, employee, or invitee of any Owner, occurring in, on or about the Project or upon, in, or about the private driveways, roadways, walkways, and passageways, on or adjoining the Project, and at least \$1,000,000.00 in so-called "umbrella" coverage. Any policy obtained pursuant to this subsection (b) shall contain a cross-liability endorsement whereby the rights of a named insured shall not prejudice his, her, or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement or equivalent coverage which would preclude the insurer from denying the claim of any owner or the Association because of the negligent acts of other Owners, or the Association.

(c) Such workman's compensation insurance as may be necessary to comply with applicable laws.

(d) Employer's liability insurance.

(e) Fidelity bonds (minimum coverage of not less than one and one-half (1-1/2) times the annual estimated Maintenance Expense Charge for the period in question) indemnifying the Association, the Board, and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association.

(f) Director's and officer's liability insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity, or arising out of such party's status as a director or an officer.

(g) Such other insurance in such reasonable amounts as the Board shall deem desirable, or as may be required from time to time by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or other governmental agency or body as a prerequisite to the acquisition of a Mortgage by such association or other governmental agency or body.

Section 2. Policies. All insurance provided for in this Article shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association, as Trustee for each Owner in accordance with such Owner's Percentage Interest, and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Association and the Mortgagees. If possible, all policies of insurance of the character described in this Article shall contain an endorsement extending coverage to include the payment of Maintenance Expense Charges with respect to Units damaged during the period of reconstruction thereof. All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article V shall be held and disbursed by a bank named by the Board, as Trustee, in accordance with the Trust Agreement.

Section 3. Future Laws. In the event that an insurance policy specifically designed to meet the insurance needs of condominium regimes hereafter becomes available in Texas, the Board shall be authorized to obtain such a policy provided that the coverage afforded thereby at least equals the coverage provided by the policies enumerated in this Article.

Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his Unit and of the Limited Common Elements subject to his exclusive control, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided, and any such policies purchased by Owners which insure any part of the Common Elements shall contain no provisions which could under any circumstances limit the right of the Association to make a full recovery of insurance proceeds under its policies in the event of loss of or damage to the Common Elements. Owners may carry individual policies of liability insurance insuring against the liability of such Owners, at their own cost and expense.

ARTICLE VI

FIRE OR CASUALTY: REBUILDING OR TERMINATION

Section 1. Determination of Loss.

(a) In the event of a fire or other casualty causing damage or destruction to the Buildings, the Board shall determine whether such loss comprises more than two-thirds of the Buildings. Unless otherwise required by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds of the cost of reconstructing all Buildings as they existed immediately prior to such fire or other casualty. In the event of fire or other casualty which does not comprise more than two-thirds of the Buildings, unless otherwise unanimously agreed to by the Owners, the Buildings shall be repaired and reconstructed, in accordance with the provisions of Article VI, Section 2 hereof and the Trust Agreement.

(b) In the event that fire or other casualty destroys the whole or more than two-thirds of the Buildings, which determination shall be made in the manner hereinabove set forth, and unless otherwise unanimously agreed upon by the Owners, all proceeds of insurance policies carried by the Association and the balance of the Maintenance Fund shall be distributed in accordance with the provisions of the Trust Agreement. Upon such distribution, and upon the approval of all remaining Mortgagees, all the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Interests previously owned by each Owner, and thereafter, as soon as reasonably possible and as agent for the Owners, the Board 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. The proceeds from such sale shall be delivered to the Trustee named in the Trust Agreement

and the same shall be distributed in accordance with the applicable provisions of such Agreement. After the distribution of insurance proceeds, but prior to the sale of the Project, the Project shall be subject to the reasonable management and control of the Board, acting as agent for all the Owners.

(c) If the Project is not to be rebuilt, as referred to above, and the Board fails to consummate a sale pursuant to subparagraph (b) above within twenty-four (24) months after the destruction or damage occurs, then the Board shall, or if they do not, any Owner or Mortgagee may, with the approval of all remaining Mortgagees of Units, record a sworn statement in the Condominium Records and Deed Records describing the Project and setting forth such decision and reciting that under the provision of this Declaration, the condominium form of ownership has 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 have no further force and effect. The provisions of this paragraph can be amended only by the unanimous written consent of the Owners.

Section 2. Rebuilding.

(a) If it is determined that the Buildings shall be repaired and reconstructed, then all proceeds of insurance policies carried by the Association with respect to such fire or casualty shall be paid and held in accordance with the provisions of the Trust Agreement. The Board shall thereupon contract to repair or rebuild the damaged portions of all Buildings, Common Elements, and Units in accordance with the Trust Agreement and the original plans and specifications therefore, or if the original plans and specifications are not available, then, according to plans and specifications as may be approved by the Board, which shall provide for the repair and reconstruction of the damaged portion of the Project such that, upon completion of the work, the repaired and reconstructed portion is in harmony with the undamaged portion, and, to the extent feasible, is at least equal in value, and in general utility to the Project, as prior to the casualty.

(b) In the event that such insurance proceeds are insufficient to provide for such repair, restoration, or rebuilding, those costs in excess of the insurance proceeds ("Excess Costs") shall be assessed against all of the Owners, in proportion to their Percentage Interests, to the extent that such Excess Costs are necessary for repair, restoration, or rebuilding of Common Elements, both General and Limited. To the extent that such Excess Costs are necessary for other than such Common Elements, the same shall be assessed against the Owners of the damaged Units in amounts equal to the actual portion of the Excess Costs necessary to repair, restore, or rebuild those portions of their Units which do not constitute Common Elements. Such special assessments shall not require the consent of the Members notwithstanding the provisions of Section 4 of Article IV hereinabove.

Section 3. Repair of Units. Each Owner shall be responsible for the reconstruction, repair, and replacement of all personal and other property in his Unit that does not constitute a part of such Unit as hereinabove defined.

Section 4. Indemnity of Association. Each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner's negligence or misuse or by the negligence or misuse of his immediate family, or his agents or employees in the course of their duties, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other Owners against any such costs.

ARTICLE VII

EMINENT DOMAIN

Section 1. General Provisions. If all or any part of the Project is taken or threatened to be taken by condemnation eminent domain, or by any other similar power, the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and Mortgagees known to the Board. The expense of participation in such proceedings by the Board shall be borne by the Maintenance Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and any other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as trustee for all the Owners and their Mortgagees, as their interests may appear, and such damages or awards shall be applied or paid as provided in this Article VII.

Section 2. General Common Elements; Limited Common Elements Not Subject to Exclusive Use. In the event that an action in eminent domain is brought to condemn a portion of the General Common Elements, or any Limited Common Elements that are not exclusively limited to the use of the Owner of one Unit (hereafter in this Section 2 of Article VII, only, all references to Limited Common Elements shall be deemed to be references only to such Limited Common Elements) the Board shall have the sole authority to determine whether to defend any such proceeding, to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of General Common Elements or Limited Common Elements, 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 and deposited with the Board, the Board shall call a meeting of the Association, at which meeting the Members, by a majority vote, shall decide whether to replace or restore as far as possible such General Common Elements or Limited Common Elements so taken or damaged. If the Members decide not to replace or restore same, such damages or awards shall be paid to each Owner, or his Mortgagee, as their interests may appear, in proportion to his Percentage Interest. If a decision is made to replace or restore as far as possible such General and/or Limited Common Elements, the damages or awards shall be applied by the Board to such replacement or restriction and such work shall be carried out in a manner consistent with the applicable provisions of the Trust Agreement, with the Board assuming the duties and responsibilities of the Trustee as therein specified. In the event such damages

o awards are insufficient to properly replace or restore such General and/or Limited Common Elements, the excess costs shall be assessed against all the Owners in proportion to their Percentage Interests.

Section 3. Taking of Less than Two-Thirds of Units and Limited Common Elements Subject to Exclusive Use. In the event that any eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds of the total number of Units or those Limited Common Elements reserved for the exclusive use of the Owner of one Unit (hereafter in this Section 3 of Article VII only, all references to Limited Common Elements shall be deemed to be references only to such Limited Common Elements), or both, then the damages and awards for such taking and the payment thereof shall be determined in accordance with the following:

(a) The Board shall determine which of the Units damaged by such taking may be made tenantable and which Limited Common Elements may be made usable for the purposes set forth in this Declaration.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining Units and Limited Common Elements (including those which may be made tenantable or usable) in the manner provided in this Declaration. In the event the Board determines that it is not reasonably practicable to so operate the said remaining Units and Limited Common Elements, then the damages and awards for the taking of or damage to the Project shall be paid by the Board to each Owner, or his Mortgagee, as their interests may appear, in proportion to each Owner's Percentage Interest. Upon such distribution, and with the approval of all remaining Mortgagees, all the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Interest previously owned by each Owner, and thereafter as soon as reasonably possible and as agent for the Owners, the Board 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. The proceeds from such sale shall be applied or paid by the Board to the accounts of all the Owners, or their Mortgagees, as their interests may appear, in proportion to each such Owner's Percentage Interest in accordance with the provisions of Section 5. of this Article VII. After the application or payment of such damages and awards, but prior to the sale of the Project, the Project shall be subject to the reasonable management and control of the Board, acting as agent for the Owners. The provisions of Section 4.(b) of this Article VII, relating to partition upon the failure of the Board to consummate a sale within twenty-four (24) months after a taking, shall likewise apply to any sale conducted pursuant to this Section 3.(b).

(c) If the Board determines that it is reasonably practicable to operate such remaining Units and Limited Common Elements, then the damages and awards made with respect to each Unit and Limited Common Element which has been determined to be capable of being made tenantable or usable shall be applied to the repair and reconstruction thereof in accordance with the procedures set forth and referenced in Section

2. of this Article VII for the repair of General and Limited Common Elements. If the cost of such work exceeds the amount of the award, the additional funds ("Excess Funds") required for those Units which are being repaired and reconstructed so as to be made tenantable and for the Limited Common Elements being made usable shall be assessed against the Owners of such Units, or the Owners having the exclusive right to use such Limited Common Elements, in amounts equal to the actual portion of the Excess Funds necessary to repair and reconstruct such Units owned by any such Owners, or the Limited Common Elements of which any such Owner has exclusive use. With respect to those Units and Limited Common Elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the Owner who owns such Unit or has the exclusive right of use of the Limited Common Elements, or to their Mortgagee, as their interests may appear, and the remaining portion of such Units and Limited Common Elements, if any, shall become a part of the General Common Elements and the repair and use thereof shall be determined by the Board. The Percentage Interest appurtenant to each remaining Unit of the Project, upon the prior written consent of all remaining first Mortgagees or all remaining Owners (other than Developers) shall be adjusted by the Board to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners. After making such adjustment the Board will cause an instrument reflecting the new Percentage Interest appurtenant to each Unit to be duly recorded.

Section 4. Taking in Excess of Two-Thirds of Units and Limited Common Elements Subject to Exclusive Use.

(a) If the entire Project is taken, or two-thirds or more of the Units and Limited Common Elements subject to exclusive use are taken or damaged by such taking, all damages and awards shall be applied or paid to the accounts of the Owners, or their Mortgagees as their interests may appear, in proportion to each such Owner's Percentage Interest in accordance with the provisions of Section 3 of this Article VII. Upon such application or payment, and with the approval of all remaining Mortgagees, all the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Interest previously owned by each Owner, and thereafter as soon as reasonably possible and as agent for the Owners, the Board 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. The proceeds from such sale shall be applied or paid by the Board to the accounts of all Owners, or their Mortgagees, as their interests may appear, in proportion to each such Owner's Percentage Interest in accordance with the provisions of Section 5. of this Article VII. After the application or payment of such damages and awards, but prior to the sale of the Project, the use of the Project shall be subject to the management and control of the Board, acting as agent for all the Owners.

(b) If the Board fails to consummate a sale pursuant to paragraph (a) above, or pursuant to Section 3(b) of the Article VII, within twenty-four (24) months after the taking occurs, then the Board shall, or if they do not, any Owner or Mortgagee may, with the approval of all remaining Mortgagees, record a sworn statement in the Condominium Records and Deed Records describing the Project in setting forth such Decision and reciting that under the provisions of this Declaration, the condominium form of ownership has terminated and the prohibition against judicial partition contained in the Act and in this Declaration is terminated, then that judicial petition 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 Owners.

Section 5. Payment of Awards and Damages. Any damages or awards or sales proceeds provided in this Article to be paid to or for the account of any Owner by the Board, acting as trustee or agent for such Owner, subject to the provisions of any Mortgage affecting such Owner's Unit, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any Mortgages; thirdly, to the payment of any unpaid Maintenance Expense Charges or special assessments charged to or made against the Unit; and finally, to the Owner of such Unit.

ARTICLE VIII

AMENDMENTS TO DECLARATION; BY-LAWS

Section 1. General Provision. Except as otherwise provided by law, after the Election Date, the provisions hereof may be amended by an instrument in writing, signed by Members having not less than two-thirds of the votes in the Association entitled to vote thereupon, but no such amendment shall be effective until a written notice thereof is duly recorded in the Office of the County Clerk of Harris County, Texas. Developer reserves the right to amend the provisions hereof at any time, and from time to time, prior to the Election Date. The By-Laws of the Association may be amended as therein set forth.

Section 2. Mortgagee Protections. Notwithstanding Section 1 above, unless at least One Hundred (100%) percent of the first Mortgagees, or the Owners (other than Developer), have given prior written approval, neither the Owners nor the Association shall be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium regime except for abandonment provided by statute in case of substantial loss to the Units or Common Elements; or

(b) change the pro-rata interest or obligations of any Unit for:

(i) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(ii) determining the pro rata share or ownership of each Unit in the Common Elements, or

(c) partition or subdivide any condominium Unit, or

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, except for granting public utility easements or granting easements for other public purposes consistent with the intended use of the Common Elements by the Project, or

(e) use hazard insurance proceeds for losses to any part of the Project (whether to Units or Common Elements) for other than the repair, replacement or reconstruction of such property, except as provided by statute in case of substantial loss to the Units and/or Common Elements.

ARTICLE IX

MAINTENANCE OF COMMUNITY INTERESTS

All Units owned by an Owner other than the Developer or any Mortgagee who obtains the ownership of a Unit pursuant to the remedies provided in a Mortgage, or foreclosure thereof, or deed or assignment in lieu of foreclosure, shall be subject to the following restrictions so long as the Project exists as a condominium and the Buildings in useful condition exist upon the Land, which restrictions each Owner covenants to observe.

Section 1. Restrictions on Leasing of Units. No Owner shall have any right to lease or sublet such Owner's Unit other than in accordance with the provisions of this Article IX.

(a) Notice to Board. If any Owner, other than those exempted from the operation of this Article IX, shall desire to lease or sublet such Owner's Unit, the Owner shall first give written notice thereof to the Board, which notice shall set forth the terms and provisions of the proposed lease agreement and shall include a copy of the proposed written lease to be entered into.

(b) Approval By the Board. Within thirty (30) days after receipt of such notice and information, the Board shall either approve or disapprove the proposed lease agreement.

(i) If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association and shall be delivered to the Owner of the Unit.

(ii) If the Board shall disapprove a lease of a Unit, the Owner shall have no right to lease or sublet the Unit in question pursuant to such proposed lease agreement and any such attempted lease shall be void and of no force and effect.

(iii) The Board, in no event, shall unreasonably withhold its approval of any proposed lease agreement. However, should the Board find that the proposed tenant has a poor credit rating, has received poor references from prior landlords, or if the Board determines that the term of the lease is not adequate or that the security deposit required thereunder is not adequate

to protect the interests of the other Owners in maintaining the integrity of the Project, the Board may refuse to approve such lease agreement. The foregoing list is illustrative only, and is not an exclusive listing of possible grounds for the withholding of approval of a proposed lease agreement by the Board. Nothing in this Article IX shall be deemed to, construed as, or used in any way to discriminate against any person on the account of age, race, color, creed, sex, or religion.

(c) Failure to Give Notice. If proper notice to the Board as herein required is not given, then, at any time after learning of the leasing or subletting of a 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.

(d) Enforcement by the Board. The Board may resort to any remedies available to it, including a proceeding in forceable entry and detainer and the remedies set out in Section 5. of Article IV hereinabove, to enforce provisions of this Article IX, Section 1.

(e) Lease Agreements. All lease agreements shall conform to the following terms and conditions:

(i) All lease agreements shall provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, By-laws, and Rules and Regulations of the Association and any failure by the lessee thereunder to comply with the terms of such documents shall constitute a default under such lease.

(ii) All leases shall be in writing.

(iii) All lease agreements shall be for a minimum term, as approved by the Board, and no Unit Owner shall be permitted to lease his Unit for less than the minimum term or for transient or hotel purposes.

(iv) No lease agreement shall provide for leasing of less than the entire Unit.

(v) All lease agreements shall provide for a security deposit to be held by the Unit Owner in a minimum amount to be established by the Board.

ARTICLE X

MISCELLANEOUS

Section 1. Partition. The Common Elements shall remain undivided and shall not be subject to an action for partition or division so long as the Project is maintained as a condominium regime in accordance with the terms and provisions hereof. In any event, no such partition may be effected until consent is had from all Mortgagees or all Mortgages are paid in full.

Section 2. Severability. In the event of the invalidity or partial invalidity or enforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

Section 3. Enforcement. The Board, or any Owner, shall be entitled to enforce any of the terms and provisions hereof and the Articles of Incorporation of the Association and By-Laws by action at law or in equity, or the Board, after ten (10) days prior written notice to the Owner in question, may pursue any of the remedies provided for in Sections 5(a) through 5(c), inclusive, in Article IV hereinabove. Failure by the Board or any Owner or Owners to so enforce the terms hereof and the Articles of Incorporation of the Association and the By-Laws shall not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions hereof or thereof.

Section 4. Covenant Running with Land. Subject to change according to Article VIII, Section 1, the terms and provisions hereof shall be deemed to be covenants running with the land and shall be binding upon the Developer, all Owners, and their heirs, legal representatives, successors, and assigns.

Section 5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation, and enjoyment of the Common Elements and the Project may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of a Unit, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

Section 6. Exhibits. Exhibits "A" through and including "E" attached hereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim herein.

Section 7. Mortgage Matters. Any Mortgagee, upon reasonable notice, shall be entitled to: (i) examine the books and records of the Association during normal business hours; (ii) receive an annual financial statement of the Project within ninety (90) days following the end of any fiscal year of the Project; and (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. Further, each Mortgagee shall be entitled, with respect to any Unit as to which it has a Mortgage, to written notification from the Association of any default (not cured within sixty (60) days therefrom) in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Association, or the By-Laws, and the Association shall provide such notice. The Association shall deliver to each Mortgagee written notice of any loss to or taking of the Common Elements, if such loss or taking exceeds \$10,000.00, and shall also notify each Mortgagee in writing of any damage or taking with respect to any Unit, if the damages resulting from such loss or taking exceed \$1,000.00. In addition to any other requirements set forth herein, no Unit may be partitioned or subdivided without the prior written consent of at least the holder of any first Mortgage on such Unit.

Section 8. Limitation on Contract Term, Notice. Any contract made by the Association for professional management or any other contract providing for services by the Developer, shall be terminable by either party without cause and without payment of a termination fee on ninety (90) days written notice

and shall have a maximum term of no more than three (3) years. The Association shall be required to give thirty (30) days prior written notice to all first Mortgagees of any decision by the Association to terminate professional management and assume self management of the Project and prior to any such termination and assumption the Association must obtain the prior approval of all such first Mortgagees.

Section 9. Easements. Prior to the Election Date the Board shall have the right to grant to utility companies and other similar entities such easements, rights-of-way, and other rights as may be reasonably necessary to service the Project and establish, operate or maintain the same as a viable condominium project.

Section 10. Developer's Right to Lease or Rent Units. Notwithstanding the provisions of Article IX, Developer shall have the right to rent or lease Units owned by Developer to such parties and upon such terms and conditions as Developer may elect. All tenants or lessees of Developer shall have access to the Project and the Common Elements in the same manner as Owners, and shall be bound hereby and by the Rules and Regulations.

Section 11. Developer's Use of Units. Developer reserves the right to use the Units owned by Developer for such purposes as Developer may deem appropriate in connection with Developer's marketing program for this Project, provided that such use shall not unreasonably interfere with the rights of other Owners.

Section 12. Deposits Required. Upon conveyance of a Unit by Developer to an initial purchaser of said Unit, said Owner shall deposit with the Association two (2) months' estimated Monthly Expense Charge assessments (including insurance.) The aforesaid deposit shall be refunded to the Owner (less any assessments currently owed) upon any resale of his Unit, upon the condition that a deposit in an amount equal to two (2) months' estimated Monthly Expense Charge assessments at then current rate is received from the purchaser of such unit. In the event said replacement deposit is not received by the Association within thirty (30) days from the date of closing of title to such resale, the existing deposit shall be deemed credited to the account of the new Owner. Nothing herein shall affect any Owner's obligation for the payment of any Association assessments, charges or liens.

EXECUTED this 1st day of May, 1979.

SANDS POINT JV #1, a Texas joint venture

By: Austin Capital Corporation,
Joint Venture Partner

By: 
Title: S. V. L. President

STATE OF TEXAS

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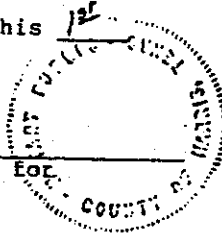
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared JAY K. OMES, the SR. VICE PRESIDENT of Austin Capital Corporation, a joint venture partner of Sands Point JV #1, a Texas joint venture, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of MAY, 1979.

Deanna Musick
Notary Public in and for
Harris County, Texas



My Commission Expires:

January 9, 1980

CONSENT OF

AUSTIN SAVINGS ASSOCIATION

The undersigned, Austin Savings Association, being the owner and holder of a promissory note which is secured by a Deed of Trust, Mortgage and Security Agreement upon and against the Project described in the foregoing Condominium Declaration, does hereby consent to said Declaration and the exhibits attached thereto and to the recording of same for submission of the Project to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes.

The consent shall not be construed or operate as a release of said Deed of Trust, Mortgage and Security Agreement or any liens, security interests, rights, or powers of the undersigned or any part thereof, but the undersigned agrees that said Deed of Trust, Mortgage and Security Agreement shall hereafter be upon and against each and all of the individual Units and all appurtenances thereto, and all of the undivided interests in the Common Elements of the Project as established by this Condominium Declaration.

The consent of the undersigned shall in no wise impose any obligations or duties upon the undersigned for any act taken or omitted to be taken by Developer with respect to the Project or any part thereof, or with respect to the performance by Developer of any obligation or duty imposed upon it under the foregoing Condominium Declaration or any instrument referred to therein or under any applicable law or ordinance.

IN WITNESS WHEREOF, the foregoing instrument has been executed by and through its duly authorized officer this 1st day of May, 1979.

AUSTIN SAVINGS ASSOCIATION

By: [Signature]
Title: President

STATE OF TEXAS

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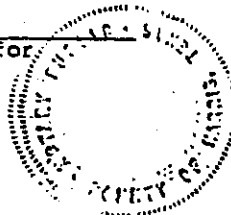
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared WALTER L. FAGAN, the PRESIDENT of Austin Savings Association, known to me to be the person and officer 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 1st day of MAY, 1979.

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



My Commission Expires:

January 9, 1980

FACT

Being a tract of parcel of land containing 3.6347 acres (158,328 sq. ft.) out of Block 14, Sharpstown Industrial Park, Section 6, as recorded in Volume 67, Page 57, of the Map Records of Harris County, Texas same 3.6347 acres being more particularly described by metes and bounds as follows:

COMMENCING for reference at the Southeast corner of said Block 14, Sharpstown Industrial Park Section 6;

THENCE, West a distance of 291.82 feet to a point;

THENCE, South 83° 38' 16" West a distance of 214.50 feet to the POINT OF BEGINNING of the tract herein described same being the Southeast corner of the tract herein described;

THENCE, South 83° 38' 16" West a distance of 2.08 feet to a 5/8 inch iron rod set for corner;

THENCE, West a distance of 213.23 feet to a 5/8 inch iron rod found for corner;

THENCE, West a distance of 81.23 feet to a 5/8 inch iron rod found for corner;

THENCE, North 88° 26' 02" West a distance of 203.10 feet to a 5/8 inch iron rod found for corner;

THENCE, North 83° 03' 46" West a distance of 141.45 feet to a 5/8 inch iron rod found for corner, same being in the East right-of-way line of Tarnef Street (60 foot right-of-way), same being the South West corner of the tract herein described;

THENCE, with said East right-of-way line North 10° 02' 07" East a distance of 10.38 feet to a 5/8 inch iron rod found for corner, same being the beginning of a curve;

THENCE, 243.04 feet along the arc of a curve to the right, having a radius of 1470 feet, and a central angle of 9° 28' 23" to a 5/8 inch iron rod found for corner, same being a point of tangency;

THENCE, North 19° 30' 30" East a distance of 43.05 to a 5/8 inch iron rod found for corner, same being the beginning of a curve;

THENCE, 60.28 feet along the arc of a curve to the right, having a radius of 1100 feet, and a central angle of 86° 20' 41" to a 5/8 inch iron rod found for corner, same being a point of reverse curve, same being in the South right-of-way line of Sands Point Drive (60 foot right-of-way), along the South right-of-way of said Sands Point Drive;

THENCE, 299.90 feet along the arc of a curve to the left, having a radius of 1060.00 feet, and a central angle of 16° 12' 37" to a 5/8 inch iron rod found for corner, same being on the arc of a curve;

THENCE, continuing along said South right-of-way 134.44 feet along the arc of a curve to the left, having a radius of 1060.00 feet, and a central angle of 16° 16' 00" to a 5/8 inch iron rod found to be the Northeast corner of the tract herein described, same being on the arc of a curve;

THENCE, leaving said South right-of-way line South 00° 21' 02" East a distance of 302.08 feet to the POINT OF BEGINNING of the tract herein described and containing 3.6347 acres (158,323 sq. ft.) of land.

EXHIBIT "A"

INTERFIELD ENGINEERING COMPANY
CONSULTING ENGINEERS

Job No. 979012
Date: March 14, 1979

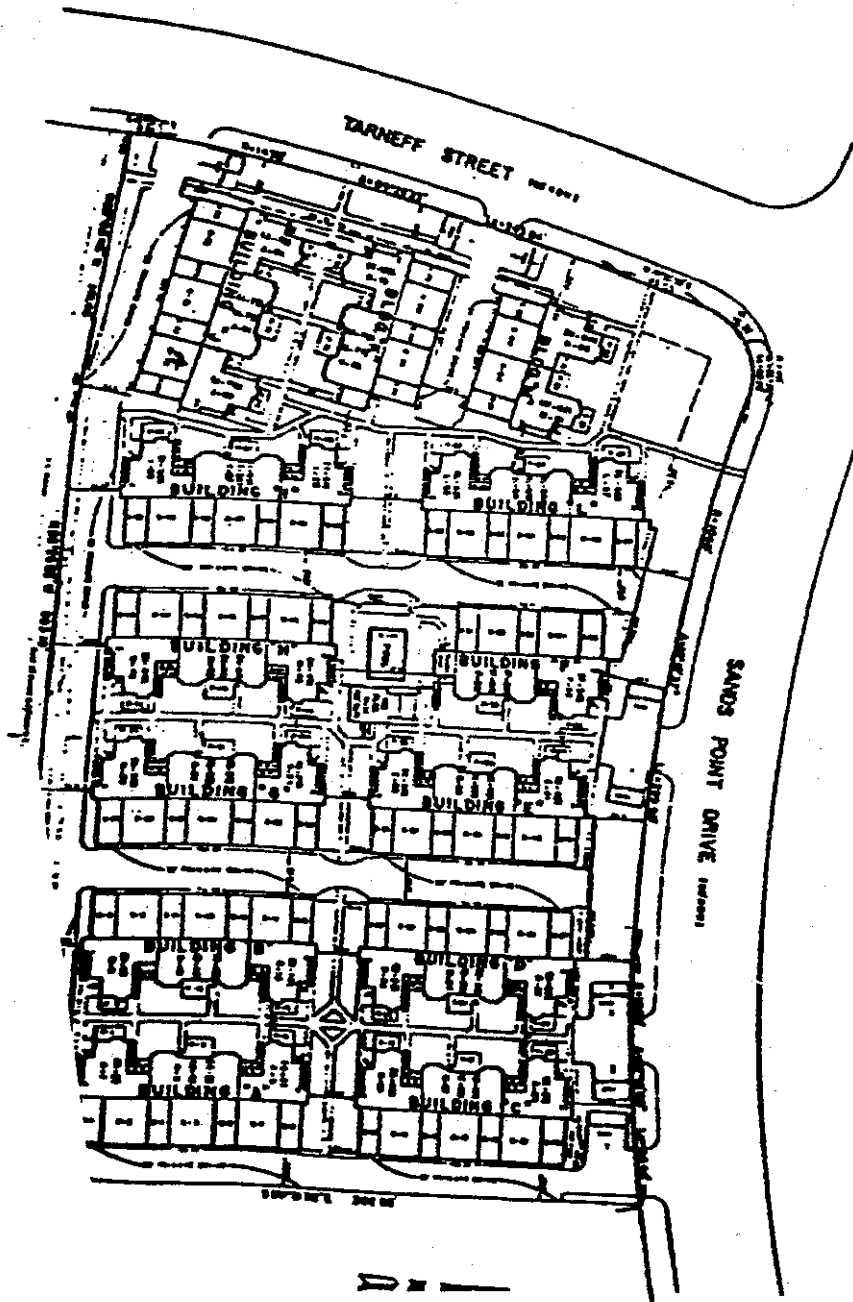


EXHIBIT "B" PAGE 2

UNIT NO.	UNIT TYPE	TOTAL SQ. FT.	% OWNERSHIP COMMON ELEMENT	GARAGES	BALCONY	PATIO
BLDG. "A"						
1	A	749.84	0.96263	G-1 (1)		P-1 (2)
2	D	1090.98	1.40059	G-2 (2)	B-2	
3	C	942.47	1.20994	G-3 (2)		P-3 (1)
4	B	933.55	1.19848	G-4 (1)	B-4	
5	B	933.55	1.19848	G-5 (1)	B-5	
6	A	749.84	0.96263	G-6 (1)		P-6 (2)
7	D	1090.98	1.40059	G-7 (2)	B-7	
		<u>6491.21</u>	<u>8.33334</u>			
BLDG. "B"						
8	A	749.84	0.96263	G-8 (1)		P-8 (2)
9	D	1090.98	1.40059	G-9 (2)	B-9	
10	C	942.47	1.20994	G-10 (2)		P-10 (1)
11	B	933.55	1.19848	G-11 (1)	B-11	
12	B	933.55	1.19848	G-12 (1)	B-12	
13	A	749.84	0.96263	G-13 (1)		P-13 (2)
14	D	1090.98	1.40059	G-14 (2)	B-14	
		<u>6491.21</u>	<u>8.33334</u>			
BLDG. "C"						
15	A	749.84	0.96263	G-15 (1)		P-15 (2)
16	D	1090.98	1.40059	G-16 (2)	B-16	
17	C	942.47	1.20994	G-17 (2)		P-17 (1)
18	B	933.55	1.19848	G-18 (1)	B-18	
19	B	933.55	1.19848	G-19 (1)	B-19	
20	A	749.84	0.96263	G-20 (1)		P-20 (2)
21	D	1090.98	1.40059	G-21 (2)	B-21	
		<u>6491.21</u>	<u>8.33334</u>			
BLDG. "D"						
22	A	749.84	0.96263	G-22 (1)		P-22 (2)
23	D	1090.98	1.40059	G-23 (2)	B-23	
24	C	942.47	1.20994	G-24 (2)		P-24 (1)
25	B	933.55	1.19848	G-25 (1)	B-25	
26	B	933.55	1.19848	G-26 (1)	B-26	
27	A	749.84	0.96263	G-27 (1)		P-27 (2)
28	D	1090.98	1.40059	G-28 (2)	B-23	
		<u>6491.21</u>	<u>8.33334</u>			
BLDG. "G"						
29	A	749.84	0.96263	G-29 (1)		P-29 (2)
30	D	1090.98	1.40059	G-30 (2)	B-30	
31	C	942.47	1.20994	G-31 (2)		P-31 (1)
32	B	933.55	1.19848	G-32 (1)	B-32	
33	B	933.55	1.19848	G-33 (1)	B-33	
34	A	749.84	0.96263	G-34 (1)		P-34 (2)
35	D	1090.98	1.40059	G-35 (2)	B-35	
		<u>6491.21</u>	<u>8.33334</u>			
BLDG. "E"						
36	A	749.84	0.96263	G-36 (1)		P-36 (2)
37	D	1090.98	1.40059	G-37 (2)	B-37	
38	C	942.47	1.20994	G-38 (2)		P-38 (1)
39	B	933.55	1.19848	G-39 (1)	B-39	
40	B	933.55	1.19848	G-40 (1)	B-40	
41	A	749.84	0.96263	G-41 (1)		P-41 (2)
42	D	1090.98	1.40059	G-42 (2)	B-42	
		<u>6491.21</u>	<u>8.33334</u>			

EXHIBIT "B" PAGE 3

UNIT NO.	UNIT TYPE	TOTAL SQ. FT.	% OWNERSHIP COMMON ELEMENT	GARAGES	BALCONY	F
<u>BLDG. "H"</u>						
43	A	749.84	0.96263	G-43 (1)		F
44	D	1090.98	1.40059	G-44 (2)	B-44	
45	C	942.47	1.20994	G-45 (2)		F
46	B	933.55	1.19848	G-46 (1)	B-46	
47	B	933.55	1.19848	G-47 (1)	B-47	
48	A	749.84	0.96263	G-48 (1)		F
49	D	1090.98	1.40059	G-49 (2)	B-49	
		<u>6491.21</u>	<u>8.33334</u>			
<u>BLDG. "F"</u>						
50	C	942.47	1.20994	G-50 (2)		P
51	B	933.55	1.19848	G-51 (1)	B-51	
52	B	933.55	1.19848	G-52 (1)	B-52	
53	A	749.84	0.96263	G-53 (1)		P
54	D	1090.98	1.40059	G-54 (2)	B-54	
		<u>4650.39</u>	<u>5.97012</u>			
<u>BLDG. "I"</u>						
55	A	749.84	0.96263	G-55 (1)		P
56	D	1090.98	1.40059	G-56 (2)	B-56	
57	C	942.47	1.20994	G-57 (2)		P
58	B	933.55	1.19848	G-58 (1)	B-58	
59	B	933.55	1.19848	G-59 (1)	B-59	
60	A	749.84	0.96263	G-60 (1)		P
61	D	1090.98	1.40059	G-61 (2)	B-61	
		<u>6491.21</u>	<u>8.33334</u>			
<u>BLDG. "L"</u>						
62	A	749.84	0.96263	G-62 (1)		P
63	D	1090.98	1.40059	G-63 (2)	B-63	
64	C	942.47	1.20994	G-64 (2)		P
65	B	933.55	1.19848	G-65 (1)	B-65	
66	B	933.55	1.19848	G-66 (1)	B-66	
67	A	749.84	0.96263	G-67 (1)		P
68	D	1090.98	1.40059	G-68 (2)	B-68	
		<u>6491.21</u>	<u>8.33334</u>			
<u>BLDG. "J"</u>						
69	A	749.84	0.96263	G-69 (1)		P
70	D	1090.98	1.40059	G-70 (2)	B-70	
71	C	942.47	1.20994	G-71 (2)		P
72	B	933.55	1.19848	G-72 (1)	B-72	
73	B	933.55	1.19848	G-73 (1)	B-73	
74	A	749.84	0.96263	G-74 (1)		P
75	D	1090.98	1.40059	G-75 (2)	B-75	
		<u>6491.21</u>	<u>8.33334</u>			
<u>BLDG. "K"</u>						
76	C	942.47	1.20994	G-76 (2)		P
77	B	933.55	1.19848	G-77 (1)	B-77	
78	B	933.55	1.19848	G-78 (1)	B-78	
79	A	749.84	0.96263	G-79 (1)		P
80	D	1090.98	1.40059	G-80 (2)	B-80	
		<u>4650.39</u>	<u>5.97012</u>			
<u>BLDG. "M"</u>						
81	A	749.84	0.96263	G-81 (1)		P
82	D	1090.98	1.40059	G-82 (2)	B-82	
83	A	749.84	0.96263	G-83 (1)		P
84	D	1090.98	1.40059	G-84 (2)	B-84	
		<u>3631.64</u>	<u>4.72644</u>			

EXHIBIT "C"

TRUST AGREEMENT

THIS TRUST AGREEMENT executed this 1st day of May, 1979, between SANDSPOINT CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), and Texas Commerce Bank, a Texas banking corporation, having its principal place of business in Houston, Harris County, Texas, as Trustee ("Trustee");

W I T N E S S E T H:

WHEREAS, a signed counterpart of the Condominium Declaration for SANDSPOINT CONDOMINIUMS has been delivered to Trustee and is incorporated herein for all purposes; all defined terms used therein shall have the same meaning when used herein unless the context specifically indicates to the contrary; and

WHEREAS, the Declaration provides that certain insurance policies shall be purchased by the Association and that payment of losses thereunder and of sales proceeds for the Project in the event of substantial loss, shall be made to the Trustee subject to the following conditions and limitations; and

WHEREAS, this Trust Agreement is entered into to effectuate the intents and purposes of the Declaration with respect to such insurance losses and sales proceeds;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of the mutual covenants herein contained, the Association and the Trustee agree as follows:

1. Minimum Proceeds Requiring Intervention by Trustee. Insurance proceeds receivable by the Association, if any, shall be made payable to the Trustee if, but only if, the such proceeds or awards are greater than Fifty Thousand and No/100 Dollars (\$50,000.00). Proceeds from the sale of the Project after substantial loss or damage from fire or other casualty, if greater than Fifty Thousand and No/100 Dollars (\$50,000.00) shall also be made payable to the Trustee. In all other events such proceeds shall be payable directly to the Association and applied by the Board in accordance with the Declaration and in accordance with the provisions of Section 3 and 4 of this Trust Agreement, insofar as such provisions relate to the application of such proceeds, with the Board performing the functions and duties imposed on the Trustee by such sections. As hereinafter used, the term "Qualified Proceeds" shall mean only such proceeds as are required under the terms of this section to be paid to the Trustee.

2. Proceeds to be Paid to Insurance Trustee. All Qualified Proceeds and the proceeds of any assessment ("Qualified Assessment") made pursuant to the Declaration due to the insufficiency of any Qualified Proceeds payable on account of damage to or destruction of the Project shall be paid to the Trustee for the benefit of the Association, the Members, and their Mortgagees, as their respective interests may appear.

3. Use of Proceeds. The funds received by the Trustee pursuant to this Trust Agreement (or any insurance proceeds or proceeds from the sale of the Project after substantial loss or damage from fire or other casualty, received by the

Board or the Association pursuant hereto or pursuant to the Declaration) shall be disbursed to or for the benefit of the beneficial owners of the Units in the following manner:

(a) First, all reasonable expenses and fees of the Trustee shall be paid or provision made therefor.

(b) If any damage for which the funds are paid is to be repaired or reconstructed, the remaining proceeds shall be applied toward the cost thereof as hereinafter provided. Any funds remaining after paying such costs shall be paid to the Board and disposed of as the Board may determine in accordance with the provisions of the Declaration.

(c) If it is determined that any damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds, together with any proceeds from the sale of the Project shall be disbursed to or for the account of the beneficial owners, in the respective Percentage Interests appurtenant to each Unit, in the following order:

(i) For the payment of all taxes and assessments to the State of Texas or any political subdivision thereof.

(ii) For the payment of all sums unpaid on any first lien Mortgage on such Unit.

(iii) For the payment of unpaid Maintenance Expense Charges.

(iv) For the payment of all sums unpaid on any other Mortgage on such Unit.

(v) The balance remaining, if any, shall be paid to the Owner of such Unit.

The remittances to Owners and their Mortgagees for items (ii), (iv) and (v) may be paid jointly to them and the Trustee shall not be responsible for determining the respective amounts owed to each such party.

(d) The determination as to whether the Project is to be repaired or reconstructed shall be made in the manner set forth in the Declaration. The Trustee shall have no responsibility or authority to make such determination. The Trustee may rely upon a certificate by the Association made by its President and Secretary setting forth such determination and stating that the same was made in accordance with the Declaration, setting forth the names of the Owners and their respective Mortgagees and respective shares of any distribution, as well as the amounts owing to the Association for unpaid Maintenance Expense Charges and the amounts owing to the State of Texas and political subdivisions thereof for taxes and assessments.

4. Construction Advances. If the Qualified Proceeds or Qualified Assessments received by the Trustee are to be used to defray the costs of repairing or reconstructing the Project (or if any insurance proceeds or the proceeds of any assessment made pursuant to the Declaration received by the Board are to be so used), such funds shall be disbursed for such purposes as follows:

(a) The work shall be performed under the guidance of a licensed architect or registered professional engineer, either of same being hereinafter referred to as "Inspector", to be selected and approved by a majority vote of the Board. Before the Association may commence any work other than temporary work to protect property, the Board shall be required to approve all plans and specifications, such approval to be predicated upon the written opinion of the Inspector. To the extent feasible, said plans and specifications shall provide for the repair and/or reconstruction of the damaged portion of the Project such that, upon completion of the work, the repaired or reconstructed portion is in harmony with the undamaged portion, and at least equal in value, and in general utility to the Project, as prior to the casualty.

(b) The contract or contracts for the work shall be awarded by the Board on the basis of competitive bidding. Provided however, such bidding need not be on the basis of "sealed bids".

(c) Each request for payment shall be made by the Board on seven days prior notice to the Trustee and shall be accompanied by a certificate to be made by an officer of the Association, and by the Inspector, stating: (i) that all of the work completed has been done in compliance with the approved plans and specifications; (ii) that the sum requested is justly required to reimburse the Association for payment by the Association to or as justly due to the contractors, subcontractors, materialmen, laborers, engineers, architects, or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums previously paid out by the Association, does not exceed the value of the work done to the date of such certificate; (iii) that the amount of such proceeds remaining in the hands of the Trustee will be sufficient upon completion of the work to pay for the same in full, giving in reasonable detail an estimate of the cost of such completion; and (iv) any other matters which the Trustee may reasonably require.

(d) If the Board deems the same to be necessary, any request for payment shall be accompanied by waivers of lien satisfactory to the Board covering that part of the work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Board that there has not been filed with respect to the Project any mechanics' or materialmen's lien or other lien or any instrument for the retention of title in respect to any part of the work not discharged of record.

(e) The request for the final payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the Project legal.

(f) The Board shall have the authority to require the Trustee to make disbursements to the Association or to any contractor or other person furnishing labor, materials, or services in connection with the work.

(g) The Board, in its discretion, may require that the contractor or contractors obtain performance bonds and payment bonds.

5. Trustee May Participate. The Trustee may, but shall not be obligated to, participate with the Association in settling any losses with insurance companies and may appear as a party in any judicial proceedings for such purposes with the Association; provided, however, the Trustee shall be obligated to appear if and only if a court finds that the Trustee is a necessary party or if its presence as a party is necessary for the successful maintenance of the action.

6. Responsibility and Liability of Trustee. The Trustee shall have no duty or responsibility to perform any act or to take any action unless same is specifically or by necessary implication set forth herein. Without limiting the generality of the foregoing, the following shall control:

(a) The Trustee shall have no responsibility for and consequently no liability or obligation whatsoever or however in connection with the work of repair or reconstruction of the Project, except its obligation to the Association and the Owners (but to no other party) to advance proceeds received by it as set forth herein. The Trustee shall have no obligation to inspect such work (although it may do so) nor shall the Trustee be liable for the performance or default of any contractor or subcontractor nor for the failure to construct, complete, protect or insure said improvements or for payment of any cost or expense incurred in connection therewith, and nothing, including, without limitation, any disbursement hereunder or the deposit or acceptance of any document or instrument, shall be construed as a representation or warranty, express or implied, upon the part of the Trustee.

(b) The Trustee shall have no responsibility for and consequently no liability for any inadequacy of insurance coverage or any insufficiency of proceeds available to repair or reconstruct the Project.

(c) The Trustee shall have no liability for any error in judgment in the course of any settlement or judicial proceedings entered into by the Trustee under Article 5 hereof provided same be conducted in good faith.

(d) The Trustee shall be protected in acting upon any written notice; request; waiver; consent; certificate; receipt; authorization; power of attorney; attorney's, accountants' engineers' or architects' opinion, or other paper or document which the Trustee in good faith believes to be genuine and what it purports to be.

(e) In the event of a conflict between the provisions of the Declaration or By-Laws and the provisions of this Trust Agreement with respect to the duties, responsibility or liability of the Trustee, the provisions of this Trust Agreement shall control.

(f) The Trustee shall not be obligated to take any action that would require the expenditure of a sum of money or the incurring of any expense or obligation unless it has on hand adequate funds to cover such expenditure.

(g) The Trustee shall not be liable for anything which it may do or refrain from doing in connection herewith except its own gross negligence or willful misconduct.

7. Trustee Compensation. The Trustee shall be paid all its reasonable expenses and fees hereunder out of any proceeds pursuant to paragraph 3(a) above. If, for any reason, said expenses or fees are not so paid, the Association shall pay same to Trustee. If the Association fails to pay the said fees and expenses of the Trustee, the Trustee may assess same against the Owners in the Project in proportion to each Owner's Percentage Interest and such assessment shall constitute a lien on each Unit, superior and prior to all other liens and encumbrances except tax liens and sums unpaid on any Mortgage on such Unit. Such lien shall be enforced by the Trustee in the manner set forth in the Declaration for the enforcement of liens by the Association, except that any officer of the Trustee shall take the action which the Declaration specifies shall be taken by the Association and the Trustee shall perform the acts to be performed by the Association.

8. Beneficiaries. This Trust Agreement is entered into in part for the benefit of the Mortgagees and the Owners, and this Agreement may be enforced by each such Mortgagee, Owner and the Association itself and the respective heirs, legal representatives, successors and assigns of each such party.

9. Termination. This Agreement shall continue so long as the Owners have an insurable interest in the Project unless sooner terminated upon reasonable notice by either party hereto and the payment of all reasonable compensation and expenses of Trustee to the date of the termination; provided that such sooner termination shall not become effective prior to the appointment, upon a majority vote of the Board, of a successor insurance trustee, or if such notice is given by the Trustee, the expiration of sixty (60) days following the date of such notice, whichever is first to occur; provided, that if notice of termination is given by the Trustee prior to the appointment of a successor insurance trustee, a copy of such notice shall be mailed by registered or certified mail by the Trustee to the Association. Any successor trustee must be a bank or savings and loan association with offices in Harris County, Texas, which is insured through the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

10. Miscellaneous. The article headings used herein are for convenience and reference purposes only and shall not be construed to limit, modify or supplement the provisions of this Agreement.

11. Definitions. Any term used herein which is defined elsewhere in the Declaration of which this Trust Agreement is a part shall have the same meaning herein as in the Declaration.

12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13. Performance. This Agreement shall be performable in Houston, Harris County, Texas.

EXECUTED as of the day and year above set forth.

TEXAS COMMERCE BANK

By: W. N. Richardson
Title: Vice-President

SANDSPPOINT CONDOMINIUM ASSOCIATION, INC.

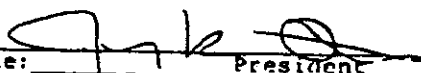
By: 
Title: President

EXHIBIT "D"

BY-LAWS OF
SANDSPOINT CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is SANDSPOINT CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 5433 Westheimer, Houston, Texas, 77056, but meetings of Members and Directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. All terms used herein shall have the meaning given thereto in the Condominium Declaration for Sandspoint Condominiums unless expressly stated to the contrary herein.

Section 2. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

Section 3. "By-Laws" shall mean these By-Laws of the Association, as amended from time to time.

Section 4. "Declaration" shall mean the Declaration, as amended from time to time, establishing the Sandspoint Condominiums' condominium regime in Houston, Harris County, Texas, pursuant to Article 1301a of the Texas Revised Civil Statutes (the "Act") a copy of which Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, under Harris County Clerk's File No. _____. The Declaration is incorporated herein by this reference for all purposes.

Section 5. "Director" shall mean a member of the Association's Board of Directors.

Section 6. "Member" shall mean those persons entitled to membership in the Association as provided in the Declaration.

Section 7. "Nominating Committee" shall mean a committee formed for the purpose of nominating candidates for election to the Board of Directors as contemplated by Article IV, Section 2 of the By-Laws.

Section 8. "Property" shall mean that real property described in the Declaration as the "Land".

ARTICLE III

MEMBERS, MEETINGS, AND VOTING RIGHTS

Section 1. Composition and Powers. Every Owner shall be a Member of the Association and shall continue to be a Member for so long as he owns a Unit, all as more fully set out in the Declaration. If more than one person or entity

owns a Unit, all such Owners shall be entitled to attend meetings of the Association, but they shall cumulatively be considered as one Member, with one vote. One of such Owners shall be designated as the Member by a majority vote of all such Owners, and shall be specified in a written notice to the Board of Directors of the Association by such Owners. The foregoing not intended to include persons or entities holding an interest in a Unit merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, the ownership of any Unit. Except as otherwise provided in these By-Laws or in the Declaration, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of a majority of the Members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy.

Section 2. Annual Meetings.

(a) The first annual meeting of the Members shall be held when called, upon ten (10) days prior written notice to the Members, by the initial Board of Directors of the Association. Such meeting shall be held no later than the earlier to occur of (i) the thirtieth (30th) day from the date of the recording of the last deed by Developer to a Unit in the Project, or (ii) a date selected by Developer, in the exercise of its reasonable discretion, upon not more than sixty (60) days and not less than ten (10) days prior written notice to all Owners.

(b) Thereafter, the annual meeting of the Members shall be held on the second Monday in the month of March of each year at 8:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President and it shall be the duty of the President to call a special meeting whenever he is directed to do so by resolution of a majority of the Board of Directors, or upon written request of 34% of the Members in the Association.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. No business shall be transacted at any special meeting except as stated in the notice thereof, unless by consent of Members entitled to cast two-thirds (2/3) of the votes in the Association.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast twenty-five (25%) percent of the votes in the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. Any meeting of the Association, whether annual or special, may be adjourned from time to time, whether a quorum is present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time, date, and place as may be determined by a majority of the votes cast

at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 7. Voting. Each Member shall have a vote or votes in the Association according to the Percentage Interest appurtenant to the Unit or Units owned by each Member, as set forth in Exhibit "B" of the Declaration, provided such Member is not delinquent in the payment of any amounts due the Association pursuant to the provisions of these By-Laws and/or the Declaration, and is not committing after ten (10) days prior written notice, any continuing violation of any rule or regulation of the Board regarding the Project or any conduct with respect thereto.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Composition. Until the first annual meeting of the Members is held, as called for in Article III, Section 2 hereof, the affairs of the Association shall be managed by a Board of three (3) initial Directors named in the Articles of Incorporation. After such date the affairs of the Association shall be managed by a Board of five (5) Directors elected by the Members. Subject to the provisions of the Articles of Incorporation, Directors need not be Members of the Association. At the first annual meeting, the Members shall elect three (3) Directors for a term of one (1) year each and, two (2) Directors for terms of two (2) years each; and at each annual meeting thereafter the Members shall elect two (2) or three (3) Directors, as the case may be, for a term of two (2) years; provided that if the first annual meeting is held on other than the second Monday in March of the year in question, then the initial terms of the Directors shall be extended by the period between the date of such first annual meeting and the second Monday in March that next follows. Those provisions contained in Article III, Section 4 of the Declaration giving the Developer special powers with regard to the composition of the Board of Directors, shall control in all cases over the provisions of these By-Laws.

Section 2. Nomination. Nominations for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more other persons who shall be either Directors or Members of the Association, but a majority of which shall be Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

2
2
1
1
1

A-2006-2008
J-2006-2008
1-A
2-J
3-K } 1yr term

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. Subject to the provisions of Article III, Section 4 of the Declaration, prior to the election of the Board of five (5) Directors provided for in Section 1 of Article IV hereof, no Director shall be subject to removal by the Members. Thereafter, any Director may be removed from the Board of Directors with or without cause, by an affirmative vote of a majority of all votes in the Association at a special meeting called for such purpose. In the event of death, resignation, or removal of a Director, his successor shall be elected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Quorum. A majority of members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of such Board of Directors. A vote of the Directors shall be valid if concurred in by a majority present at a meeting.

Section 7. Action Taken Without a Meeting. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 8. Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors may determine. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days written notice to each Director, which notice may be waived by attendance at the meeting or by written waiver.

Section 9. Powers and Duties. The Board of Directors, for the benefit of the Members, shall have the following powers and duties:

(a) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, Articles of Incorporation or the Declaration.

(b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Declaration, the Articles of Incorporation, and By-Laws.

(c) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. Election of Officers. The officers of the Association shall be the President, one or more Vice Presidents, Secretary, and Treasurer, and, in addition thereto, in the discretion of the Board of Directors, such other officers with such duties as the Board of Directors shall from time to time determine. All officers shall be elected annually by the Board of Directors as the Board of Directors may determine. All officers shall serve in their respective capacities until the next annual election of officers or until they have been removed or have resigned. All officers shall be subject to removal at any time by a majority vote of the Board of Directors. The Board of Directors may, in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may, in its discretion, limit or enlarge the duties and powers of any officer elected by it. Any person may simultaneously hold more than one of any of the offices, except the offices of President and Secretary.

Section 2. The President. The President shall preside at all meetings of the Board of Directors and the Members; see that orders and resolutions of the Board of Directors are carried out; and, unless otherwise provided by the Board of Directors, sign all leases, mortgages, deeds, and other written instruments that have been approved by the Board of Directors or pursuant to the authority granted by the Board of Directors.

Section 3. The Vice Presidents. Each Vice President shall have such power and duties as may be assigned to him by the Board of Directors. If more than one Vice President is elected, the Board of Directors shall designate who is the First Vice President, who is the Second Vice President, etc. In the absence of the President, the First Vice President shall perform the duties of the President. Such authority to act for the President shall vest to the Vice Presidents in the order of their numerical designation by the Board of Directors.

Section 4. The Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings in conformity with these By-Laws; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties assigned by the Board of Directors.

Section 5. The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year, and the same to be audited or unaudited in the discretion of the Board of Directors, and prepared by a certified public accountant; consistent with the determinations of the Board as provided in the Declaration, prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and prepare notices of any amended maintenance expense charges, and cause a copy of each of the foregoing to be mailed to the Members, postage prepaid; and perform all other duties assigned to him by the Board of Directors.

ARTICLE VI

COMMITTEES

In addition to the committees provided for herein, the Board of Directors may appoint such other committees as may be deemed appropriate by the Board, including but not limited to the following:

1. A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
2. A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Project, as appropriate, and shall perform such other functions as the Board in its discretion determines;
3. An Audit Committee under the direction and guidance of the Treasurer, which shall supervise the preparation of the annual budget, balance sheet, and statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of this committee.

ARTICLE VII

CORPORATE SEAL

The Association shall have no corporate seal.

ARTICLE VIII

MISCELLANEOUS

Section 1. Covenant to Obey Laws, Rules and Regulations. Each Member shall be subject to the Declaration and shall abide by the By-Laws and Rules and Regulations as the same are or may from time to time be established by the Board of Directors. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state and federal government having jurisdiction over the Property or any part thereof.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 3. Amendment. Subject to the provisions of Article III, Section 4 of the Declaration, these By-Laws may be amended, at a regular or special meeting of the Members, by a vote of Members entitled to cast two-thirds (2/3) of the votes in the Association, in person or by proxy, so long as notice of the proposed By-Law change was given to the Members at least ten (10) days in advance of the meeting. Provided however, the Developer shall have the exclusive right to amend these By-Laws at any time prior to the Election Date as defined in the Declaration.

Section 4. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws or the Articles of Incorporation, the Declaration shall control.

Notice

**PRESIDENT'S CERTIFICATE OF
Sandspoint Condominium Association, Inc.**

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

11/17/00 101458432 U740126 \$35.00

The undersigned, being the duly elected, qualified, and acting President of Sandspoint Condominium Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration Sandspoint Condominium Association, Inc.", filed for record under County Clerks File No. G081663, Volume 99, Page 14 et seq., of the Condominium Records of Harris County, Texas, and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned President further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto"

- (1). Articles of Incorporation for Sandspoint Condominium Association, Inc.
- (2). Rules and Regulations for Sandspoint Condominium Association, Inc.
- (3). Sandspoint Condominium Swimming Pool Rules
- (4). Corporate Resolution – Application of Funds

25 IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 30 day of August, 2000.

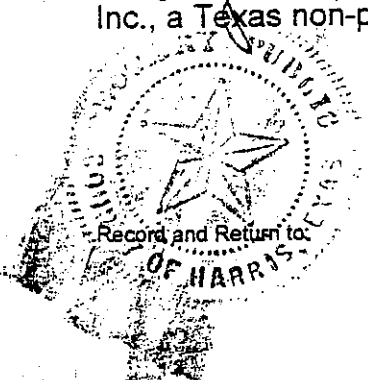
Betty Hash
Betty Hash, President of
Sandspoint Condominium Association, Inc.,
a Texas non-profit Corporation *102*

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30 day of August, 2000, by Betty Hash, President of Sandspoint Condominium Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

Joan Mathis Hunt
Notary Public in and for the State of Texas

Sandspoint Condominium Association, Inc.
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074



2000 NOV 17 PM 2:30
County Clerk
Harris County, Texas
Boyd

FILED

RULES AND REGULATIONS
CONCERNING USE AND OCCUPANCY OF
SANDSPOINT CONDOMINIUMS

Living at Sandpoint Condominiums will be pleasant and friendly if all Owners and their guests or tenants personally observe all Rules and Regulations of the Association. Thoughtfulness and consideration of the rights of others and care in using the recreational area will result in a happy community.

GENERAL RULES FOR THE USE OF ANY AMENITY

Guests must be accompanied by an Owner while using any recreational area, subject to the specific restrictions applicable to each amenity.

Association members will be held responsible for actions of their guests.

Use of the amenities may be further restricted if Owners fail to care for the property or if activities are rowdy, loud, damaging, immoral or in other ways offensive to other Owners.

The amenities are being supervised and administered by the Recreation Committee appointed by the Board of Directors. Questions concerning their use may be directed to any committee member. Current committee members and their phone numbers may be found on the bulletin board in the Recreational Building.

SWIMMING POOL

The Pool is kept in a usable condition all year. Swimmers must refrain from loud noises and all boisterous behavior. Pool conduct rules are as posted in the pool area.

RESTRICTIONS

1. Guests are limited to three accompanied by an Owner.
2. Overnight houseguests from out-of-town, while visiting any Owner, may use the pool weekdays before 5:00 p.m., unaccompanied by an Owner. Owners should register guest's name, address, and duration of visit, with the Recreation Committee to ensure their guest's right to use the Pool during this time period without incident. This does not apply on weekends.
3. No water games are allowed in and around the pool.
4. No children under fourteen (14) are allowed in the pool area after 5:00 p.m. weekdays or 2:00 p.m. on weekends and holidays.

RECREATIONAL BUILDING

Subject to the restrictions listed below, the Recreational Building will be open for use at any time by all Owners and their guests. Last one out should turn off all lights.

RESTRICTIONS:

1. The same restrictions applicable to the Swimming Pool as hereinabove set forth shall apply to the Recreational Building.

PARKING

Open parking is not assigned and is for the parking of vehicles owned or operated by Owners, members of their families, guests, tenants or leasees. All vehicles must be parked within designated parking areas. No vehicle, regardless of ownership, shall be parked in such a manner as to impede or prevent ready access to any Building, Unit or Parking Area or in such manner that disrupts the normal flow of traffic through the project.

All trailers, mobile homes, motor homes, like recreational equipment and all trucks in excess of three-quarter ton may not be parked anywhere on the project longer than overnight with the exception that an Owner, tenant or leasee may park or store any type of vehicle or above mentioned equipment wholly within the confines of their garage. To comply with this exception, the vehicle or equipment must fit wholly within the garage with the door closed.

Parking spaces and driveways may not be used to repair, rebuild or strip down automobiles, motorcycles or other equipment. Automobiles, motorcycles or other vehicles parked improperly, obviously inoperable, or in such condition as to constitute an eyesore, will be subject to towing at Owner's expense.

SIDEWALKS DRIVEWAYS, ENTRANCES AND GREEN AREAS

Sidewalks are for pedestrian traffic only. Wheeled vehicles are not allowed on sidewalks or grass areas. No articles shall be placed on or in any of the General Common Elements except for those articles of personal property which are the common property of all of the Owners.

Owners, members of their families, their guests, tenants, or leasees shall not use sidewalks, driveways and entrances as play areas or for general storage purposes.

GARBAGE PICKUP

Your Association shall provide garbage pickup as shown on the schedule on the bulletin board. All garbage must be placed in plastic bags, securely tied and be placed outside in the area between the garages of each Unit in the driveway prior to the time shown on the schedule.

PETS

All pets must be restrained by a leash when outside of a Unit, and no pet shall be allowed to roam unattended on the Project. Pets are not allowed in the Pool area or Recreational Building. Necessary nuisances committed by pets in any common area are the responsibility of the pet's owner and must be cleaned up by such Owner. Owners are responsible for any property damage caused by their pets.

SANDSPOINT CONDOMINIUM POOL RULES

1. The pool will be open at certain times and hours as determined by the Board and such times will be posted at the pool. Access may be denied to delinquent owners or their tenants. Access may also be denied up to thirty (30) days for deed restriction violators.
2. Children under 12 must be accompanied at all times by an adult resident of Sandspoint Condominiums. No lifeguard is ever on duty. Swim at your own risk.
3. Residents must have pool key with them at all times. Keys found in the possession of residents under age 12 will be confiscated; only residents age 12 and over may have a pool key in their possession.
4. The Board reserves the right to provide Association Members with a type of identification which must be exhibited in order to use any facility.
5. Gate must be kept closed and locked at all times. Jamming of locks will result in loss of pool key and swimming privileges.
6. No glass containers are allowed inside the pool fence. Plastic and metal containers are acceptable. No barbbque grills are allowed in the pool area.
7. Animals are not permitted inside the pool fence per Houston City Ordinance. The city could close the pool and fine the property if pets are found inside the pool, and the owner of the pet would be required to reimburse the Association.
8. Swimmers must be in conventional bathing suits/trunks. Cut-offs are not permitted (the threads will clog the pump).
9. Pool use is restricted to residents and five (5) guests only, unless prior written permission has been obtained from the Board. The pool may not be reserved by individuals or groups.
10. Guests must be accompanied by an Association Member or authorized tenant.

SANDSPOINT CONDOMINIUMS POOL RULES CONTINUED

11. No skateboards, bicycles, roller skates, tennis balls, golf balls, baseballs, footballs, tricycles, frisbees, or other such items are permitted. Only objects specifically designed for pool use are permitted.
12. Running, excessive noise including radios, or disorderly, annoying, and improper conduct, and unsafe use of pool are prohibited.
13. Trash must be carried from the pool area by departing swimmers. We do NOT provide porters to pick up your trash.
14. Violators of these rules or owners of violators' units will be subject to fines for any damage caused and may have pool privileges suspended.

If you have any questions regarding this matter, please do not hesitate to contact Creative Property Management Co. at (713) 772-4420.

SANDSPOINT CONDOMINIUM ASSOCIATION, INC.
CORPORATION RESOLUTION

WHEREAS, There is a need for a uniform collection policy for Sandspoint Condominium Association, Inc.

AND WHEREAS, The Board of Directors of Sandspoint Condominium Association, Inc. wishes to make this collection policy a matter of record,

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors on behalf of Sandspoint Condominium Association, Inc. sets collection policy as follows:

Any and all payments that are received either by the office of Creative Property Management Co. or by the lockbox of the Association's banking institution be applied as follows;

Funds will first pay late fees, violation fines, attorney fees, damages/repair costs, and/or any other costs, with the exception of maintenance fees, that may be due on an account at the time payment is received. The remaining balance of funds will then be applied to any maintenance assessment that is currently due on an account.

DATED, this 10th day of September, 1996

Don L. L. (President)

Don L. L. L. L.

Betty J. Hobbs

James H. Smith

(4)

RECORDERS MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.

535-83-3832

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

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

NOV 17 2000



Beverly B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

23-83-3832

**SECRETARY'S CERTIFICATE OF
SANDSPOINT CONDOMINIUM ASSOCIATION, INC.**

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

Z436533
07/10/06 201194833


\$20.00

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of Sandspoint Condominium Association, Inc., a Texas non-profit corporation (the "Association"), the corporation set forth and described in that certain "Condominium Declaration for Sandspoint Condominiums" recorded in Volume 99, Page 14, et seq., of the Condominium Records of Harris County, Texas, together with all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true, correct and genuine copies of the following described original documents attached hereto as indicated herein below:

1. *Unanimous Written Consent of Directors of Sandspoint Condominium Association, Inc. (Fine Policy)* attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 5th day of July, 2006.



Kwan Boyd, Secretary of
Sandspoint Condominium Association, Inc., a
Texas non-profit corporation

**FILED FOR RECORD
8:00 AM**

JUL 10 2006

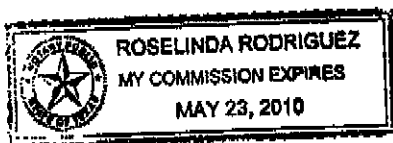

County Clerk, Harris County, Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th day of July, 2006, by Kwame Boya, Secretary of Sandspoint Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Roselinda Rodriguez
Notary Public in and for the State of Texas

Sandspoint Condominium Association, Inc.
Deed Restriction Fine Policy

page 2 of 3

Fines:

- | | | |
|-----|---|-------------------------------------|
| 1. | Broken window or torn screen | \$50/month |
| 2. | Damage to property by owner or renter | \$100 charge
plus cost of repair |
| 3. | Holiday decorations left up more than 10 days after holiday is over | \$50/month |
| 4. | Exterior modifications or alterations without prior approval from the Board of Directors. This includes satellite dishes which have specific guidelines. | \$50/month |
| 5. | Inappropriate or missing window covering or torn window coverings
(White or off-white backing is encouraged) | \$50/month |
| 6. | Unauthorized exterior improvement or exterior paint color | \$100/month |
| 7. | Trash placed out before 6:00 pm on the day before a designated pickup day (including refuse, lawn bags, etc.) and/or trash cans stored in view, or left out 24 hours after pickup | \$50/per occurrence |
| 8. | Operating a business out of the home that generates traffic and interferes with the peace of other residents | \$500/month |
| 9. | Any activity disturbing the peace of other homeowners | \$100/per occurrence |
| 10. | Odor from pet urine or feces inside patio area that is offensive to neighboring residents | \$50/month |
| 11. | Leaving pet feces on common areas | \$50/per occurrence |
| 12. | Barking dogs creating a nuisance to other residents | \$50/per occurrence |
| 13. | Hurricane preparation / protection materials left up more than 10 days after occurrence | \$50/month |
| 14. | Potted plants must be maintained and are not allowed on common areas
(limit is (5) plants per front patio/balcony) | \$50/month |
| 15. | Front patio/balcony must be maintained in orderly fashion | \$50/month |

NOTE: If the Board of Directors authorizes the demand letter in #3 above, the Association's attorney is also authorized to file the suit if no response is received.

Internal Use Only:

- 1 - reg via ltr
- 2 - cert ltr w/ 209w
- 3 - fn ltr

Sandspoint Condominium Association, Inc.
Deed Restriction Fine Policy

page 3 of 3

Amended this 24th day of January 2006, by the Board of Directors of Sandspoint Condominium Association, Inc.


June Giddings

Internal Use Only:
1 - reg via ltr
2 - cert ltr w/ 209w
3 - fn ltr

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

196069

FILM CODE _____

SANDSPONT CONDOMINIUM ASSOCIATION
INC., FINE POLICY

THIS IS PAGE 1 OF 2 PAGES

SCANNER KM-4850w

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

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Sequence on the
date and at the time stamped hereon by me, and was duly RECORDED in the
Official Public Records of Real Property of Harris County Texas on

July 10, 2006



Beverly R. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

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

UNANIMOUS WRITTEN CONSENT OF DIRECTORS

OF

SANDSPOINT CONDOMINIUM ASSOCIATION, INC.

The undersigned, being Directors of Sandspoint Condominium Association, Inc. a Texas Corporation ("Corporation"), do hereby consent that the following resolution is deemed to be adopted to the same extent and to have the same force and effect as if adopted by unanimous vote at a formal meeting of the Board of Directors of the Corporation duly called and held for the purpose of adopting and acting upon such resolutions, and by signature hereon, the undersigned hereby waive all requirements of call and notice pertaining to meeting of said Corporation.

WHEREAS, the BY-LAWS, grants the Board power to manage the affairs of the Corporation; and

WHEREAS, there is a need to implement a FINE SCHEDULE to assist the Association in enforcing the rules and regulations of the Association;

WHEREAS, it is the intent of the Board to adopt the attached FINE SCHEDULE;

NOW THEREFORE, BE IT RESOLVED THAT the Board does hereby adopt the attached FINE SCHEDULE and a copy of which will be mailed to all owners of record;

RESOLVED FURTHER, that this resolution be deemed effective on this the 29TH day of January, 2006.

APPROVED and accepted this 29TH day of January, 2006.

June Faddings

Chabala Hussein

EXHIBIT "A"

**Sandspoint Condominium Association, Inc.
Deed Restriction Fine Policy**

page 1 of 3

Policy for sending out letters:

1. Upon verification of a violation, a **courtesy** letter is sent to the owner (and renter if applicable) stating the violation and action required to correct same within thirty (30) days. *Violations involving vehicles and trash require correction within five (5) days.*
2. If not corrected within thirty (30) days, or upon next inspection, a **demand** letter will be sent stating the violation, the action required to correct the violation and a statement that if the violation is not corrected within ten (10) days or if there is a subsequent violation of the same rule or any other rule set out in the enclosed Fine Schedule, that it may result in the imposition of a fine as reflected in the enclosed Fine Schedule and a statement that if a fine is imposed it will result in a lien on the property. *For violations involving vehicles and trash, a second **final** notice will be sent to the Owner stating the violation must be corrected within five (5) days or a fine will be imposed upon the Owner, with notice of the date the fine will be assessed.*
3. If the violation is not corrected within ten (10) days, or if there is a subsequent violation of the same rule or any other rule set out in the Fine Schedule, a **final** letter will be sent to the Owner advising the Owner and/or Renter that a fine will be imposed upon the Owner according to the attached Fine Schedule along with a description of the violation and the date the fine will be assessed. The Owner may contact Principal Management Company in writing and protest the assessment of said fine; however, contact must be made at least 5 days prior to the date the fine is to be assessed.

The Owner or other Occupant will be advised in writing of the amount of the fine to be assessed against the Owner and that he/she has the right to appeal the decision to the Board of Directors by serving the Board of Directors with a written notice of such within ten (10) days after the assessment of said fine.

Note: Payment of fine amount does not grant a variance for the violation. All violations must be corrected to come into compliance. If there is a subsequent violation of the same rule, the fine amount will double with each subsequent violation.

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

196068

FILM CODE _____

SANDSPOINT CONDOMINIUM ASSOCIATION
INC., FINE POLICY

THIS IS PAGE 1 OF 2 PAGES

SCANNER KM-4858w

Internal Use Only:

1 - reg via ltr

2 - cert ltr w/ 209w

3 - fn ltr



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

SANDSPOINT CONDOMINIUM ASSOCIATION, INC.

Filing Number: 800566828

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

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

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/04/2005

Effective: 11/04/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

ARTICLES OF INCORPORATION OF
SANDSPOINT CONDOMINIUM ASSOCIATION, INC.

NOV 04 2005

Corporations Section

I, the undersigned natural person of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as Incorporator of Sandspoint Condominium Association, Inc. (the "Corporation"), under the Texas Non-Profit Corporation Act (the "Act"), do hereby adopt the following Articles of Incorporation for the Corporation.

ARTICLE I

The name of the corporation is SANDSPOINT CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

The Corporation is a non-profit corporation and shall have all of the powers now or hereafter specified in, and shall be subject in all respects to the provisions of the Act.

ARTICLE III

The period of duration of this Corporation is perpetual.

ARTICLE IV

The purpose or purposes for which this Corporation is organized are:

1. To implement, exercise and enforce all applicable provisions of the Condominium Act, Article 1301a of the Texas Revised Civil Statutes, with regard to a condominium regime established, or to be established, in Houston, Harris County Texas, to be known as Sandspoint Condominiums, and to implement, exercise and enforce all applicable provisions of this Charter, the By-Laws to be adopted for this Corporation, and the Condominium Declaration filed in Volume 99, Page 14 of the Condominium Records of Harris County, Texas, and any and all amendments thereto.
2. To maintain, repair, replace, alter and improve Common Elements and Limited Common Elements of the Sandspoint Condominiums in accordance with the Condominium Declaration, this Charter and the By-Laws.
3. To operate and manage, or arrange for the operation and management of, the Sandspoint Condominiums, and all General Common Elements and Limited Common Elements, in accordance with the Condominium Declaration, this Charter and the By-Laws.
4. To obtain and maintain insurance policies covering fire and other hazards, public liability, workman's compensation, and to obtain and maintain fidelity bonds and other indemnities in accordance with the Condominium Declaration, this Charter

and the By-Laws.

5. To establish and enforce Rules and Regulations applicable to all users and Owners of condominium Units, General Common Elements and Limited Common Elements of the Sandspoint Condominiums.
6. To pay all ad valorem and other taxes, assessments or levies, and all utilities, sewer, water, sanitary and other charges, applicable to the General Common Elements or Limited Common Elements of the Sandspoint Condominiums.
7. To levy and collect an annual assessment for all common expenses, and special assessments, and any interest thereon, from Owners of condominium Units in accordance with the provisions of the Condominium Declaration, this Charter and the By-Laws.
8. To do any other thing necessary or desirable in the opinion of the Board of Directors of this Corporation for the Owners or occupants of Units in the Sandspoint Condominiums, and to do any and all other acts in connection with all of the above purposes and as provided for in the said Condominium Declaration, this Charter and the By-Laws, and to perform all specified duties and exercise all specified powers of a Council of Co-Owners under Article 1301a of the Texas Condominium Act.

ARTICLE V

The address of the initial registered office of the Corporation is 8323 S.W. Freeway, Suite 330, Houston, Texas 77074, and the name of its initial registered agent at such address is Creative Management Company.

ARTICLE VI

The number of Directors constituting the present Board of Directors of the corporation is five (5), and the name and addresses of the present Directors are:

James Cobb	6601 Sandspoint #67, Houston, Texas 77074
Adrian Hussein	6601 Sandspoint #73, Houston, Texas 77074
June Giddings	6601 Sandspoint #54, Houston, Texas 77074
James Gallmon	6601 Sandspoint #50, Houston, Texas 77074
Kwann Boyd	6601 Sandspoint #46, Houston, Texas 77074

ARTICLE VII

The name and address of the incorporator of the Corporation are Kristi A. Slaughter, 808 Travis, Suite 2600, Houston, Texas 77002.

ARTICLE VIII

1. The present Directors shall serve in accordance with the provisions of the Condominium Declaration and the By-Laws, or until their sooner resignation. The judgment of the Directors in the expenditure of funds in this Corporation during their term of office shall be final and conclusive, so long as such judgment is exercised in good faith.
2. The By-Laws of this Corporation may be amended or altered by a vote of (2/3) of the Members of this Corporation eligible to vote, except as limited in accordance with the provisions of the Condominium Declaration.
3. Every person or entity who is the owner of a fee title to a Unit in the Sandspoint Condominiums project, either present or future, shall be a Member of the Corporation. Provided however, multiple owners of a single Unit shall collectively be considered as one Member, with one of such owners to be designated as the member by a majority vote of such multiple owners. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. For purposes of determining membership, ownership shall be deemed to have vested upon delivery of a duly executed deed to a grantee.
4. Subject to the provisions contained in the Condominium Declaration, these Articles of Incorporation may be amended only by the adoption by two-thirds (2/3) of the membership of a resolution of the Board of Directors at either an annual or special meeting, provided that written or printed notice setting forth the proposed amendment or a summary of the changes to be effected thereby has been given to each member entitled to vote at such meeting.

ARTICLE IX

1. The Corporation may be dissolved in accordance with the provisions of the Act; provided however, the Corporation shall not be dissolved at any time prior to a sale of the entire condominium project or termination of the condominium regime pursuant to the provisions of the Condominium Declaration.
2. The Corporation is one which does not contemplate pecuniary gain or profit to the Members thereof, and it is organized solely for non-profit purposes. In the event of liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, the Directors shall dispose of the property and assets of the Corporation in such manner as they, in the exercise of their discretion deem appropriate, but in any event in accordance with all applicable of the Condominium

Declaration; provided, however, that such disposition shall be exclusively in the furtherance of the objects and purposes for which the Corporation is formed, and shall not accrue to the benefit of any Director of the Corporation or any individual having a personal or private interest in the affairs of the Corporation or any organization which engages in any activity in which the Corporation is precluded from engaging.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of November, 2005.

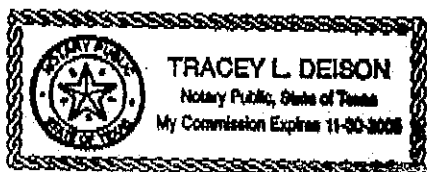
Kristi A. Slaughter
Kristi A. Slaughter, Incorporator

THE STATE OF TEXAS

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COUNTY OF HARRIS

I, the undersigned Notary Public, do hereby certify that on this 4th day of November, 2005, personally appeared before me Kristi A. Slaughter, who, being by me first duly sworn, declared that she is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true.



Tracey L. Deison
Notary Public, State of Texas



The State of Texas

SECRETARY OF STATE

The undersigned, Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this Office:

SANDSPOINT CONDOMINIUM ASSOCIATION, INC.

Articles of Incorporation

March 5, 1979



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

18th day of October, A.D. 19 91

John Hannah Jr. 1sv
Secretary of State

(1)

ARTICLES OF INCORPORATION

OF

MAR 5 1979

SANDSPOINT CONDOMINIUM ASSOCIATION, INC.

Patrick Bice
Attorney, Corporation Division

We, the undersigned, natural persons, of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the corporation is SANDSPOINT CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

The corporation is a non-profit corporation and shall have all of the powers now or hereafter specified in, and shall be subject in all respects to the provisions of, the Texas Non-Profit Corporation Act, (the "Act").

ARTICLE III.

The period of duration of this corporation is perpetual.

ARTICLE IV.

The purpose or purposes for which this corporation is organized are:

1. To implement, exercise and enforce all applicable provisions of the Condominium Act, Article 1301a of the Texas Revised Civil Statutes, with regard to a condominium regime established, or to be established, in Houston, Harris County Texas, to be known as Sandspoint Condominiums, and to implement, exercise and enforce all applicable provisions of this Charter, the By-Laws to be adopted for this corporation, and the Condominium Declaration filed or to be filed establishing the aforesaid condominium regime on property described in Exhibit "A" attached hereto and incorporated herein, as from time to time amended.

2. To maintain, repair, replace, alter and improve Common Elements and Limited Common Elements of the Sandspoint Condominiums in accordance with the Condominium Declaration, this Charter and the By-Laws.

3. To operate and manage, or arrange for the operation and management of, the Sandspoint Condominiums, and all General Common Elements and Limited Common Elements, in accordance with the Condominium Declaration, this Charter and the By-Laws. *100*

4. To obtain and maintain insurance policies covering fire and other hazards, public liability, workman's compensation, and to obtain and maintain fidelity bonds and other indemnities in accordance with the Condominium Declaration, this Charter and the By-Laws.

5. To establish and enforce Rules and Regulations applicable to all users and Owners of condominium Units, General Common Elements and Limited Common Elements of the Sandspoint Condominiums.

6. To pay all ad valorem and other taxes, assessments or levies, and all utilities, sewer, water, sanitary and other charges, applicable to the General Common Elements or Limited Common Elements of the Sandspoint Condominiums.

7. To levy and collect an annual assessment for all common expenses, and special assessments, and any interest thereon, from Owners of condominium Units in accordance with the provisions of the Condominium Declaration, this Charter and the By-Laws.

8. To do any other thing necessary or desirable in the opinion of the Board of Directors of this corporation for the Owners or occupants of Units in the Sandspoint Condominiums, and to do any and all other acts in connection with all of the above purposes and as provided for in the said Condominium Declaration, this Charter and the By-Laws, and to perform all specified duties and exercise all specified

powers of a Council of Co-Owners under Article 1301a of the Texas Condominium Act.

ARTICLE V.

The street address of the initial registered office of the corporation is 5433 Westheimer, Suite 814, Houston, Texas, 77056, and the name of its initial registered agent at such address is Jay K. Oates.

ARTICLE VI.

The number of Directors constituting the initial Board of Directors of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

Jay K. Oates	5433 Westheimer, Suite 814 Houston, Texas 77056
Heather D. Dennis	5433 Westheimer, Suite 814 Houston, Texas 77056
Ben M. Jacoby	5433 Westheimer, Suite 814 Houston, Texas 77056

ARTICLE VII.

The name and address of each incorporator is:

Malcolm D. Gibson	5353 West Alabama, Suite 302 Houston, Texas 77056
Jerry B. Mabry	5353 West Alabama, Suite 302 Houston, Texas 77056
Joseph L. Tita	5353 West Alabama, Suite 302 Houston, Texas 77056

ARTICLE VIII.

1. The initial Directors shall serve until the first annual election of Directors to be held in accordance with provisions of the Condominium Declaration and the By-Laws, or until their sooner resignation. The judgment of the initial Directors in the expenditure of funds of this corporation during their term of office shall be final and conclusive, so long as such judgment is exercised in good faith.

2. The By-Laws of this corporation shall be adopted by the initial Board of Directors and may thereafter be amended or altered by a majority vote of such initial Directors during their term of office, and thereafter by a vote of two-thirds (2/3) of the Members of this corporation eligible to vote, except as limited in accordance with the provisions of the Condominium Declaration.

3. Every person or entity who is the owner of a fee title to a Unit in the Sandspoint Condominiums project, either present or future, shall be a Member of the corporation. Provided however, multiple owners of a single Unit shall collectively be considered as one Member, with one of such owners to be designated as the member by a majority vote of such multiple owners. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. For purposes of determining membership, ownership shall be deemed to have vested upon delivery of a duly executed deed to a grantee.

4. Subject to the provisions contained in the Condominium Declaration, these Articles of Incorporation may be amended only by the adoption by two-thirds (2/3) of the membership of a resolution of the Board of Directors at either an annual or special meeting, provided that written or printed notice setting forth the proposed amendment or a summary of the changes to be effected thereby has been given to each member entitled to vote at such meeting.

ARTICLE IX

DISSOLUTION

1. The corporation may be dissolved in accordance with the provisions of the Act; provided however the corporation shall not be dissolved at any time prior to a sale of the entire condominium project or termination of the condominium regime pursuant to the provisions of the Condominium Declaration.

2. The corporation is one which does not contemplate pecuniary gain or profit to the Members thereof, and it is organized solely for non-profit purposes. In the event of liquidation, dissolution or winding up of the corporation, whether voluntarily or involuntarily, the Directors shall dispose of the property and assets of the corporation in such manner as they, in the exercise of their discretion deem appropriate, but in any event in accordance with all applicable provisions of the Condominium Declaration; provided, however, that such disposition shall be exclusively in the furtherance of the objects and purposes for which the corporation is formed, and shall not accrue to the benefit of any Director of the corporation or any individual having a personal or private interest in the affairs of the corporation or any organization which engages in any activity in which the corporation is precluded from engaging.

IN WITNESS WHEREOF, we have hereunto set our hands
this the 28 day of February, 1979.

Malcolm D. Gibson
Malcolm D. Gibson

Jerry B. Mabry
Jerry B. Mabry

Joseph L. Tita
Joseph L. Tita

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Malcolm D. Gibson, Jerry B. Mabry, and Joseph L. Tita, known to me to be the persons whose names are subscribed to the foregoing instrument, and each such person, after being by me duly sworn, stated under oath that he executed the same for the purposes and in the capacity therein expressed.

535-83-3825

WITNESS MY HAND AND SEAL this 5th day of March,

1979.

Laura H. Hill

Notary Public in and for
Harris County, Texas

My Commission Expires:

September 11, 1983