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DECLARATION AND MASTER DEED THE ROSE TREE - A CONDOMINIUM

THE ROSE TREE - A CONDOMINIUM, a joint adventure (hereinafter referred to as "Developer") does hereby make and execute this Declaration and Master Deed as of this 29th day of May, 1978, pursuant to the provisions of the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (hereinafter referred to as the "Act"), for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime.

WITNESSETH:

WHEREAS, Developer is the fee simple owner of the following described real property in the City of Houston, County of Harris, State of Texas, to-wit: Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block One (1) WILDROSE GARDEN, a subdivision in Harris County, Texas, according to the map or plat thereon recorded in Volume 30, Page 74 of the Map Records of Harris County, Texas,

consisting of four (4) residential buildings containing a total of sixty-four (64) units therein and certain other improvements located thereon (being hereinafter sometimes referred to as "The Rose Tree" or more properly named "THE ROSE TREE - A CONDOMINIUM" more particularly described on the condominium subdivision plan attached hereto as Exhibit "B" and made a part hereof for all purposes;

WHEREAS, Developer desires by recording this Declaration and Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" and the condominium subdivision plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish a Condominium Project known as THE ROSE TREE - A CONDOMINIUM under the provisions of the Act.

NOW, THEREFORE, Developer does upon the recording hereof establish THE ROSE TREE as a Condominium Project under the Act and does hereby declare that THE ROSE TREE shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration and Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with all or any portion of THE ROSE TREE and shall be a burden and benefit to Developer, THE ROSE TREE and any person acquiring or owning any interest in THE ROSE TREE, their grantees, heirs, executors, administrators, successors and assigns. In furtherance of the establishment of this condominium Project, it is provided as follows:

- A. "Property" means and includes the land whether leasehold or in fee simple and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto.
B. "Building" includes the principal structures or structures erected or to be erected upon the land described in this Declaration and Master Deed which determines the use to be made of the improved land, whether or not such improvement is composed of one (1) or more separate buildings containing one or more floors or stories.
C. "Condominium Project" shall mean and refer to THE ROSE TREE as a condominium project established in conformance with the provisions of the Act.
D. "Condominium" shall mean and refer to the separate ownership of a unit, together with an undivided ownership interest in the limited and general common elements as set forth and defined herein.
E. "Unit" shall mean and refer to an enclosed space consisting of one or more rooms occupying all or part of one or more floors in a building in the condominium project having direct access to a thoroughfare.
F. "Owner" shall mean and refer to a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which is the record owner of fee simple title to one or more units in the Condominium Project.
G. "Association" shall mean and refer to THE ROSE TREE - A CONDOMINIUM Homeowner's Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act, of which all owners shall be members, which corporation shall administer the operation and management of the Condominium Project.
H. "Common Elements" shall mean and refer to both the general and limited common elements as hereinafter described.
I. The herein above defined words and phrases shall have the meaning assigned to them unless the context otherwise specifies or requires.

The Developer, in order to implement the Condominium Plan of Ownership for the above described property, improvements and prospective improvements, covenants and agrees that it hereby subdivides the above described property and all the improvements erected or to be erected thereon, vertically and horizontally into the following fee simple estates:

Sixty-four (64) parcels of real property, being the Units, hereinafter more particularly described and shown on Exhibit "B" attached hereto. Each of said sixty-four (64) Units shall consist of: (1) the interior surface of each bearing wall; (2) the interior surface of the ceiling; (3) the upper surface of the concrete subfloor; (4) the interior surface (including all glass or glass substitutes) of the windows and doors in a bearing wall; (5) the air space enclosed within the area delimited in (1) through (4) above; (6) any and all walls, ceilings, floors, partitions and dividers wholly within such air space (but excluding any pipes, ducts, wires, cables, conduits, bearing beams or supports contained within such walls, ceilings, floors, partitions and dividers or within such air space; and (7) all plumbing, heating, ventilating, air conditioning, lighting, cooking and other fixtures and equipment (exclusive of pipes, ducts, cables or conduits) located wholly or partly within such air space.

A separate fee simple estate in the remaining portions of all the lands and premises hereinabove described with all the improvements constructed or to be constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereinafter known and referred to as "general common elements"; save and except the sixty-four (64) Units contained in the said Buildings which are individually and separately owned. More specifically, the general common elements shall include, but not be limited to, the following:

- (1) The land in the Condominium Project, as more particularly described in Exhibit "B";
(2) The foundations, bearing walls and columns (including any windows, doors or chimneys therein), roofs, attics, ceilings and floors, halls, lobbies or thoroughfares such as stairways, entrances, exits or communication ways and any other portion of the Buildings located on the land described above not included within any Unit;
(3) The premises and facilities, if any, used for the common laundry, common storage, maintenance or repair of the Condominium Project.
(4) The premises, if any, for the lodging of janitors or persons in charge of the Building.
(5) All common recreational facilities, including without limitation, the clubhouse, a swimming pool, and the grounds, yards and walkways;
(6) Compartments or installations for central services such as power, light, electricity, telephone, gas, cold and hot water, plumbing reservoirs, water tanks and pumps, incinerators and all similar devices and installations;
(7) All other elements essential or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.

The limited common elements being those common elements reserved for the use of specified Units to the exclusion of others, consisting of:

- (1) Covered parking spaces as described and numbered on the condominium subdivision plan attached hereto as Exhibit "B"; and
(2) Patios and balconies as described on the condominium subdivision plan attached hereto as Exhibit "B" and appurtenant to such Unit.

Table with columns for Unit No., Building Letter, Square Footage, and Percentage of Ownership. Units 1-34 are listed with varying square footages and ownership percentages. A total row at the bottom shows 39,254.64 sq. ft. and 100.00%.

The Association
The Condominium Project shall be administered, supervised and managed by THE ROSE TREE - A CONDOMINIUM Homeowners Association Inc., hereinafter called the "Association", a non-profit corporation of the State of Texas, which shall act by and on behalf of the owners of the Units in the Condominium Project, in accordance with this instrument, the Bylaws of the Association and in accordance with the Act, its supplements and amendments. The aforesaid Bylaws form an integral part of the plan of ownership herein described and this instrument shall be construed with the provisions of said Bylaws. Pursuant to the requirements of the Act, the Association is hereby designated as the administrator of the Condominium Project and the said Association is hereby vested with the rights, powers, privileges and duties necessary to and incidental to the proper administration of the Condominium Project, the same being more particularly set forth in the Bylaws of the Association attached hereto as Exhibit "A". The said Association shall also be empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law which may be delegated to it by the owners or co-owners of Units in the Condominium Project.

Anything to the contrary herein notwithstanding or in the Bylaws of the Association, the percentage of interest of each Unit appertaining to the common expenses, common receipts, common surplus, relating to the common elements within the Condominium Project, shall be allocated to and governed by the percentage allocable to such respective Unit according to the heretofore assigned allocation and each Unit's proportionate ownership in the Association and maintenance fees payable to the Association shall be determined from this allocation.

To further implement this plan of ownership, to make feasible the ownership and sale of Units in the condominium, to preserve the character of the community and to make possible the fulfillment of the purpose of cooperative living intended, the Developer, its successors and assigns, by reason of this Declaration and Master Deed, and all future owners of Units in the Condominium, by their acquisition of title thereto, covenant and agree as follows:

- A Ownership of Common Elements
The common elements shall remain undivided and no Unit owner or the Association shall by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements except as otherwise provided by statute or by the Bylaws of the Association.
B Ownership and Conveyance of Condominium Units
Each unit shall, for all purposes, constitute a separate parcel of real property which is owned in fee simple and which may be conveyed, devised, inherited, transferred or encumbered along with its allocated percentage of interest in the common elements, in the same manner as any other parcel of real property, independently of all other Units, subject to the provisions of this instrument, the Bylaws of the Association and the Condominium Act of the State of Texas. No part of any Unit shall be partitioned, subdivided, conveyed, devised, inherited, transferred or encumbered apart from the whole of said Unit and its relative percentage of interest in its common elements.
C Occupancy of Condominium Units
Each Condominium Unit shall be occupied and used by the respective Owner only as a private residential dwelling and for no other purpose. Only one family per unit will be permitted and no children are allowed over two and under eighteen in the poolside units (poolside units are defined as those twelve units fronting directly on the pool).
D Easements and Encroachments
In the event that any portion of the common elements encroaches upon any Unit, or vice versa, or in the

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Each owner shall bear the cost of maintenance, repair and replacement of the following items within such owner's Unit: interior surfaces of bearing walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering); heating, ventilating, and air conditioning equipment; garbage disposals, ranges, refrigerators, dishwashers and any and all other appliances of any nature whatsoever; any "built-in" fixtures; any decorative features, and any furniture and furnishings. Each owner shall bear the cost of maintenance, repair and replacement of all items within such owner's patio including air conditioning equipment. Each owner shall have the following easements to, through and over the general and limited common elements to the extent necessary for such owner's maintenance, repair and replacement.

- A. To paint, remove and replace any finish on the surface of any general or limited common elements appurtenant to his unit;
B. To install, repair, maintain, remove and/or replace any plumbing, heating, cooling, lighting, cooking or other fixtures or equipment which is a part of his Unit or which is a part thereof when installed in any bearing wall, floor, ceiling or roof; provided, however, such installation, repair, maintenance, removal and/or replacement shall not impair the structural integrity of the Building in which his Unit is located, nor shall it adversely affect any adjacent Unit, nor shall it alter the external appearance of the Building in which his Unit is located (unless the Association consents thereto); and
C. To drive and remove nails, screws, bolts and the like into and from bearing walls, floors, ceilings and roof; provided, however, such action shall not impair the structural integrity of the Building in which his Unit is located, nor shall it adversely affect any adjacent Unit, nor shall it alter the external appearance of the Building in which his Unit is located (unless the Association consents thereto).

The cost of maintenance, repair and replacement of both general and limited common elements (except to the extent such costs are borne by each owner as set forth above and in the Bylaws) shall be an expense of administration of the Condominium Project to be assessed in accordance with the condominium bylaws attached hereto as Exhibit "A". Additionally, the Homeowner's Association through its Directors will control the exterior appearance of all general and limited common elements and may establish rules and regulations to govern the appearance of same.

In the condominium subdivision plan attached hereto as Exhibit "B" the residential Buildings in the Condominium Project are lettered A through D and the Units located therein are assigned individual Unit numbers as set forth below. In determining dimensions and area, each enclosed space in a Unit shall be measured from interior finished unpainted surfaces of the bearing walls.

The percentage of value assigned to each Unit in the Condominium Project is set forth below and shall be determinative of the proportionate share of each respective owner in the proceeds and expenses of administration and the value of such owner's vote at meetings of the Association. There will be one vote per Unit with each vote weighted as set forth hereinafter under "Percentage of Ownership". The total value of the Condominium Project is 100%.

Table with columns for Unit No., Building Letter, Square Footage, and Percentage of Ownership. Units 1-34 are listed with varying square footages and ownership percentages. A total row at the bottom shows 39,254.64 sq. ft. and 100.00%.

THE ROSE TREE A CONDOMINIUM PROJECT CONDOMINIUM RECORDS HARRIS COUNTY, TEXAS VOL. 70 PAGE 103

event that any portion of one Unit encroaches upon another Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that any one or more of the multi-unit buildings is partially or totally destroyed and is then rebuilt substantially the same location, any portion of the common elements encroaching upon the Units, or vice versa, or any of the Units encroaches upon another Unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

Location of Condominium Units
In interpreting any and all provisions of this instrument, the exhibits attached hereto or subsequent deeds and mortgages to indicate the location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically from the proposed locations as indicated on Exhibit "B" attached hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefor and for the maintenance thereof does and shall exist.

Utility Easements
A valid non-exclusive easement in favor of Developer, its successors and assigns, does and shall continue to exist throughout the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone lines, pipes, television cables, mains, conduits, wires, poles, transformers, water sprinklers and any and all other equipment or machinery necessary or incidental to the proper functioning of said project including exterior maintenance items, such as walkways and required painting.

Membership of Unit Owners in the Association
Every Owner or co-owner of a Unit shall automatically, upon becoming the owner of a Unit or Units, in this Condominium Project, be a member of the Association and shall remain a member of said Association until such time as his ownership of a Unit ceases for any reason, at which time his membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of title to a Unit, membership in the Association shall be non-transferable and any attempted transfer shall be null and void.

Administration of Association
The administration of the Association shall be in accordance with the provisions of this Declaration and Master Deed, the bylaws and rules and regulations of the Association, as may from time to time be amended or promulgated, and the Condominium Act of the State of Texas.

Compliance with Bylaws and the Declaration and Master Deed
Each owner, tenant and occupant of a Unit, including the Developer, shall comply with the provisions of this Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association and failure to comply therewith shall be grounds for an action by the Association through its Directors and/or by the individual Unit Owners or Co-owners, to recover sums due, damages, injunctive relief, reasonable attorney's fees and the discontinuance of the furnishing of any services to an Owner who is in default of any provisions herein including but not limited to his obligation to timely pay for electrical consumption. Written notice of default may be served upon the Owner and the defaulting Owner shall be given 30 days to correct and/or cure said default before further action could be taken. No further notice is required except as may be required by law.

In addition to the above default and notice provisions, should Owners and/or Co-Owners violate the covenants contained in Paragraph C of this section regarding children, then upon ninety (90) days written notice to the defaulting Owner(s) and their Mortgagee, the Association through its Board may suspend all services and deny all general and limited common elements facilities until said default has been cured. The common elements as it pertains to said defaulting Owners and/or those holding under them, and 2) the supplying of all utilities including but not limited to electricity, water and master T.V. antenna. It is specifically provided that the remedies herein prescribed shall not be exclusive and that the Association and/or the Mortgagee may exercise such remedies as may be provided by law or contract including the right of the Mortgagee to foreclose its Deed of Trust for violation of this provision in this Declaration or any other provision herein.

Amendment or Revocation of this Declaration and Master Deed
This Declaration of Condominium may be amended or revoked in the following manner, as well as in the manner elsewhere provided:

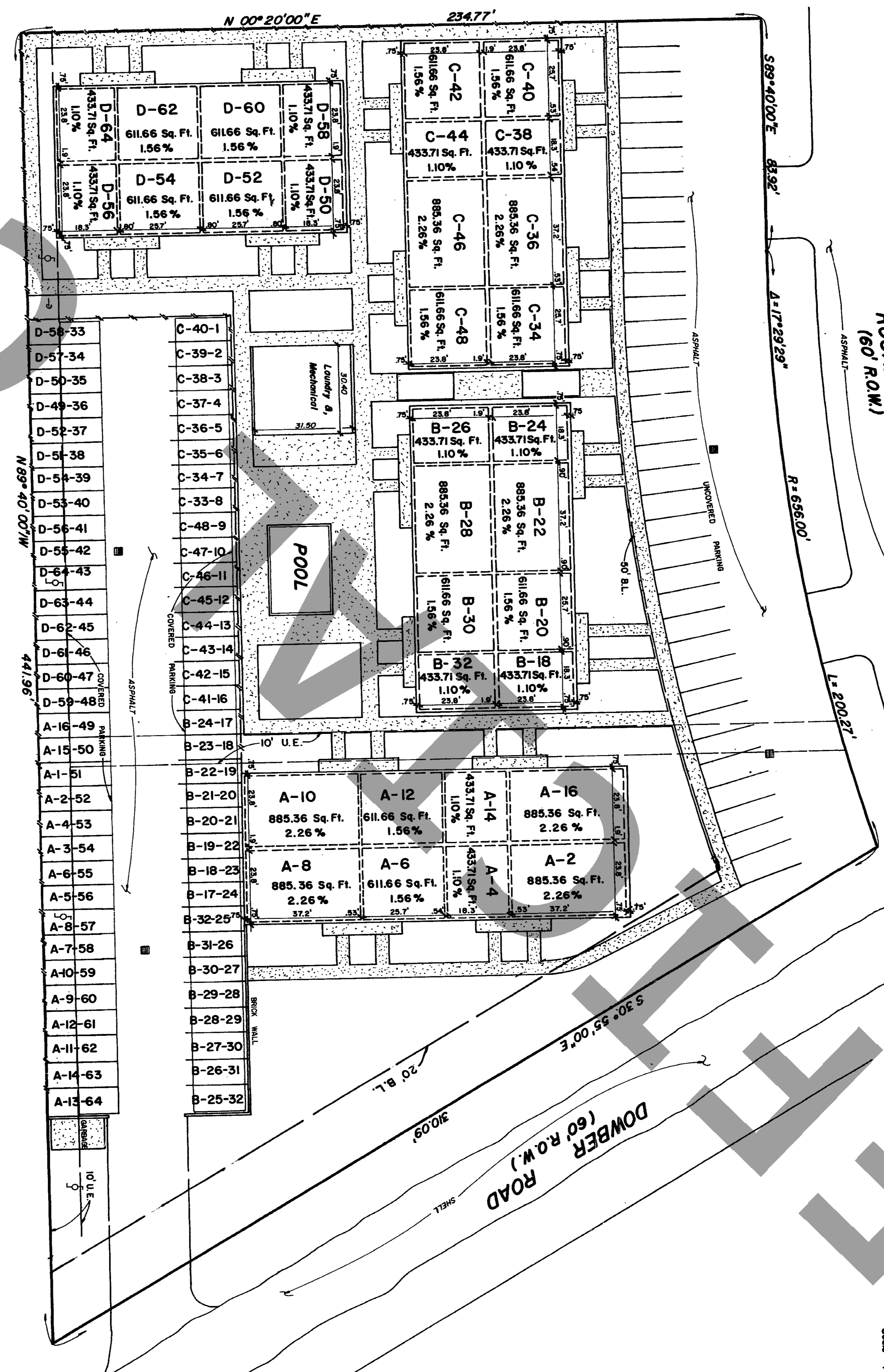
- (a) Resolution
1. Proposal. A resolution for the adoption of an amendment or revocation may be proposed by either the Board or an aggregate number of Owners representing 10 per cent of the total Unit votes weighted in accordance with each Unit's respective interest in the Common Elements. Such resolution shall be considered at a regular meeting of the Board or a special meeting of the Board called for such purpose.
2. Notice. Notice of the subject matter of a proposed amendment or revocation shall be included in the notice of any meeting at which a proposed amendment or revocation is to be considered. Owners their vote in writing.
3. Approval. Except as elsewhere provided, an amendment or revocation of the Declaration considered at such a meeting or meetings must be approved by not less than an aggregate of Owners representing 75 per cent of the total votes of all Units weighted in accordance with their interest in the Common Elements and an aggregate of the holders of record of Mortgages on the Units representing 25 per cent of the total votes of all Units weighted in accordance with their respective interests in the Common Elements.
(b) Agreement
Any proposed amendment or revocation may be approved by an instrument in writing by an aggregate number of Owners representing 75 per cent of the total votes of all Units weighted in accordance with their interests in the Common Elements and an aggregate number of the holders of record of Mortgages on the Units representing 25 per cent of the total vote of all Units weighted in accordance with their interest in the Common Elements, without the necessity of a meeting.
(c) By Developer
If the number of rooms in a Developer-Owned Unit is changed, or the size and/or number of Developer-Owned Units is changed (whether as a result of a subdivision or combination of Developer-Owned Units or alteration of the boundaries of Developer-Owned Units, or otherwise) and the apartment premises and/or interest in the Common Elements is reportioned as a result thereof, all in accordance with the terms hereof, then the Developer shall have the right to execute, or (on its request) require the Board to execute, and record in the office of the County Clerk of Harris County, Texas, and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as may be required to effectuate the same) reflecting such change in the number of rooms in a Developer-Owned Unit or in the size and/or number of Developer-Owned Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the common interests resulting therefrom, all without the approval of the Board, the Unit Owners or the representative or representatives of holders of Mortgages.
The provisions of this Paragraph C, may not be amended or deleted, in whole or in part, without the consent of the Developer (so long as the Developer or its designee owns any Residential Unit).
(d) Proviso
Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit







FIRST FLOOR & SITE PLAN



THE ROSE TREE  
 A CONDOMINIUM PROJECT  
 CONDOMINIUM RECORDS  
 HARRIS COUNTY, TEXAS  
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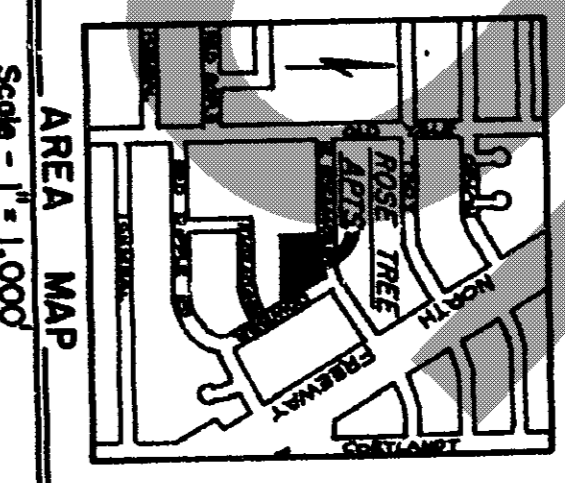


Thomas H. Eckel, P.E.  
 Consulting Engineers  
 1400 WEST GASTRORICH AVENUE  
 HOUSTON, TEXAS 77050 (713) 781-1111

Prepared by:	Approved:
Checked by:	Checked by:
Date: NOV 1977	Date: NOV 1977
Sheet: 1 of 2	Sheet: 1 of 2

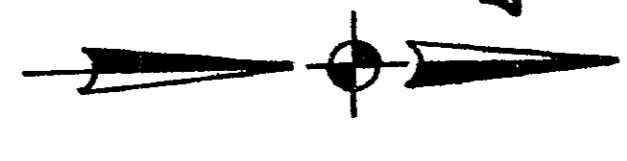
Building No.	1st Floor		2nd Floor	
	FFE	F.C.E.	FFE	F.C.E.
A	77.87	85.87	87.06	93.06
B	77.87	85.87	87.06	93.06
C	78.07	86.07	87.26	93.26
D	77.96	85.96	87.15	93.15
<b>TOTAL SQ. FT. = 39,254.64</b>				

- LEGEND**
- Fire Hydrant
  - Power Pole
  - Wood Pole
  - Grass
  - FFE
  - F.C.E.
  - Finished Floor Elev.
  - Finished Ceiling Elev.
  - B.L.
  - Building Line
  - Utility Easement
  - U.E.

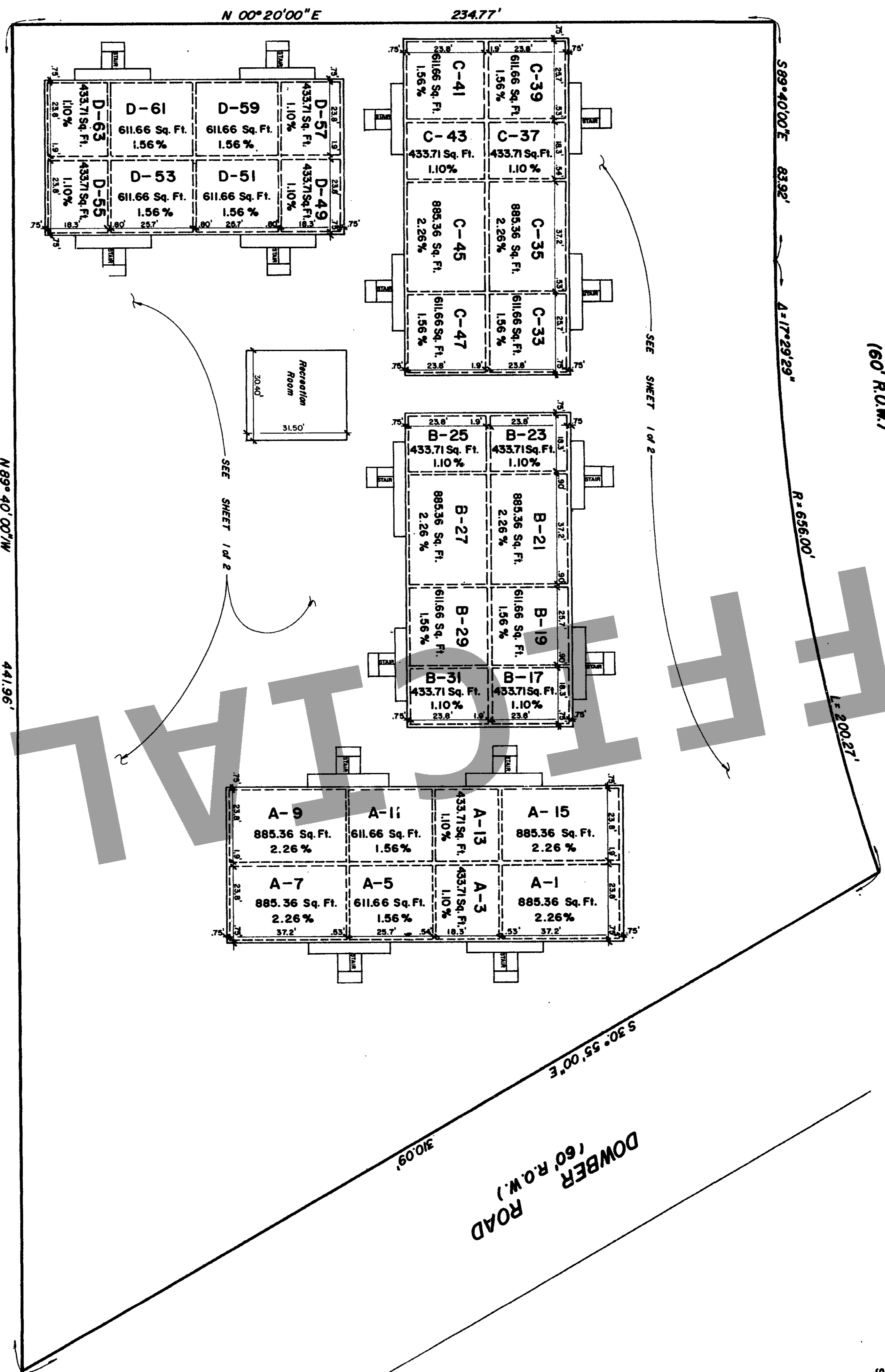


AREA MAP  
 Scale - 1" = 1,000'

BENCH MARK ..... ELEV. 76.37  
 City of Houston Survey Marker 5361-0608  
 Located at the east intersection of Yale &  
 Red Ripple.

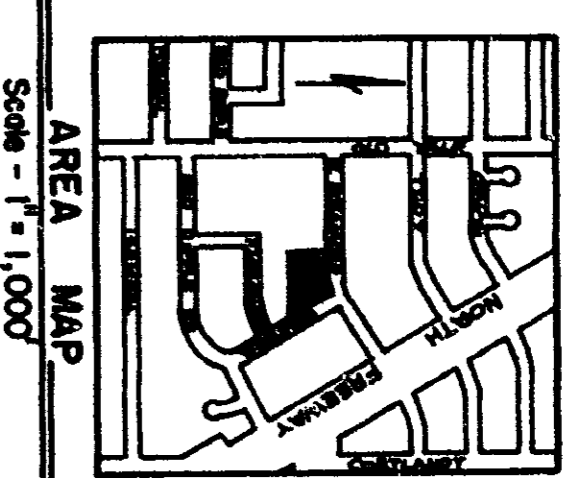


ROSAMOND  
(60' ROW)



THE ROSE TREE  
A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
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SECOND FLOOR



BENCH MARK..... ELEV 76.37  
City of Houston Survey Marker 5381-0208 located at the east intersection of Yale & Red Ripples.

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in Public Records 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

JUN 1 1978

*Robert J. ...*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS



THOMAS H. BEKEL, P.E.  
Consulting Engineer  
1000 WEST WASHINGTON, SUITE 200  
HOUSTON, TEXAS 77002

ROSE TREE CONDOMINIUM  
AS BUILT SURVEY  
OF  
RECORDS ALL OF LOTS 7, 8, 9, 10, 11, 12  
AS RECORDED IN VOL. 30, PAGE 74  
OF THE MAP RECORDS OF HARRIS  
COUNTY, TEXAS

Drawn: DE ANDELLO  
Date: NOV 1977  
Scale: 1" = 20'  
SHEET 2 OF 2