18537 WAY-30-78 830470 CF 618537 B FJ
DECLARATION AND MASTER DEED

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 30 the day of 1979, 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:

THE ROSE TREE - A CONDOMINIUM

WHEREAS, Developer is the fee simple owner of the following described real property in the City of Houston, County of Harris, State 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 thereof 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

NOW, THEREFORE, Developer does upon the recording hereof establish THE ROSE TREE as a Condominium Project under the Act and does does 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 convenants, 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
- 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 Homerowner'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 set in bearing walls; (5.) the air space enclosed within the area described and 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 hereafter 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, incinerating and all similar devices and installations; and
 (7) All other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the
- 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

(2) Patios and balconies as described on the condominium subdivision plan attached hereto as Exhibit "B" and appurtenant to such Unit.

THE ROSE TREE
A CONDOMINIUM PROJECT

33

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				HARRIS COL	INTY, TEXAS
35	С	885.36	2.26		ŧ
36	С	885.36	2.26	VOL. 70	PAGE 103
37	С	433.71	1.10		,
38	C	433.71	1.10		
39	С	611.66	1.56		
40	c	611.66	1.56		
41	c	611.66	1.56		
42	C	611.66	1.56		
43	c	433.71	1.10		
44	C	433.71	1.10		İ
45	C	885.36	2.26		
46	C	885.36	2.26		
47	C	611.66	1.56		
48	С	611.66	1.56		
49	D	433.71	1.10		
50	D	433.71	1.10		
51	D	611.66	1.56		
52	D	611.66	1.56		:
53	D	611.66	1.56		•
54	D	611.66	1.56		
55	D	433.71	1.10		
56	D	433.71	1.10		
57	D	433.71	1.10		
58	D	433.71	1.10		
59	D	611.66	1.56		
60	D	611.66	1.56		
61	D	611.66	1.56		
62	D	611.66	1.56		
63	D	433.71	1.10		
64	D	433.71	1.10		
			100.00 .00		

The Association

39,254.64 sq. ft.

100.00 %

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 es-

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 hereinbefore assigned allocation and each Unit's proportionate ownership in the Association and maintenance fees payable to the Association shall be determined from this allocation.

tablished by lawor which may be delegated to it by the owners or co-owners of Units in the Condominium Project.

by statute or by the Bylaws of the Association.

covenant and agree as follows::

To further implement this plan of ownership, to make feasible the ownership and sale of Units in the condominium, to perserve 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,

Ownership of Common Elements

A The common elements shall be owned in common by all the owners of Units and others. The common elements shall remain undivided and no Unit owner or the Association shall by act or omission seek to abandon, partition, subdivide, encounter, sell or transfer the common elements except as otherwise provided

Ownership and Conveyance of Condominium Units

B 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 correlative percentage of interest in its common elements.

Occupancy of Condominium Units

C Each Condominium Unit shall be occupied and used by the respective Owner only as a private residential

dwelling and for no other purposes. 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).

Easements and Encroachments

D In the event that any portion of the common elements encroaches upon any Unit, or vice versa, or in the

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" features; 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
- 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 would become 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, rapair and replacement of both general and limited common elements (except as 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 only 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%.

- Set forth below are:

 A. The letter of each Unit building and Unit number as it appears on the condominium subdivision plan attached
- hereto as Exhibit "B"; and

 8. The percentage of value assigned to each such unit.

	DI III DINO I CTTED	COUADE FOOTAGE	
UNIT NO.	BUILDING LETTER	SQUARE FOOTAGE	PERCENTAGE OF OWNERSHIP
1	A	885.36	2.26
2	A	885.36	2.26
3	A	433.71	1,10
4	A	433.71	1.10
5	A	611.66	1.56
6	A	611.66	1.56
7	Α	885.36	2.26
8	Α	885.36	2.26
9	A	885.36	2.26
10	A	885.36	2.26
11	A	611.66	1.56
12	A	611.66	1.56
13	A	433.71	1.10
14	A	433.71	1.10
15	A	885.36	2.26
16	A	885.36	2.26
17	В	433.71	1.10
18	В	433.71	1.10
19	В	611.66	1.56
20	В	611.66	1.56
21	В	885.36	2.26
22	B	885.36	2.26
23	В	433.71	1.10
24	В	433.71	1.10
25	В	433.71	1.10
26	В	433.71	1.10
27	В	885.36	2.26
28	8	885.36	2.26
29	В	611;66	1,56
30	В	611.66	1.56
31	В	433.71	1.10
32	8	. 433,71	1.10

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 in substantially the same location, any portion of the common elements encroaches 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.

611.66

611.66

Location of Condominium Units

In interpreting any and all provisions of this instrument, the exhibits attached hereto or subsequent deeds and mortgages to individual Units, the actual 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 r of Developer, its success

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

H 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 privisions 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 will 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

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 suspension of services and facilities will include: 1) access to and enjoyment of all general and limited 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 other remedies as may be provided by law or contract including the right of the Mortgagee to forclose its Deed of Trust for violation of this provision in this Declaration or any other

Amendment or Revocation of this Declaration and Master Daed

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 not present at the meeting or meetings considering such proposed amendment or revocation may express 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 vote 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 boundary walls between Developer-Owned Units, or otherwise) and the appurtenant percentage interest in the Common Elements is reapportioned as a result thereof, all in accordance with the terms hereof, then the Developer shall have the right to execute, or (on its request) to require the Board to execute, and record in the office of the County Clerk of Harris County, Texas, and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as may be required to effectuate the same) reflecting such change in the number of rooms in a Developer-Owned Unit or in the size and/or number of Developer-Owned Units (whether as a result of said subdivision, combination, alteration or other-

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).

wise) and the reapportionment of the common interests resulting therefrom, all without the approval of the

(d) <u>Proviso</u>.

provision herein.

Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit

or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it, unless the record Owner of the Unit concerned and all record owners of Mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance", unless the record owners of all Mortgages upon Units in the condominium shall join in the execution of the amendment.

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

> Contribution of Condominium Owners Toward Expenses Administration, etc. of Common Elements and the Association

The Owner or Co-owners of each Unit are bound to contribute prorata in the percentage of their ownership in the common elements, as hereinabove set out, toward the expenses of insurance, utilities, administration, naintenance, repair and replacement of the common elements. Expenses for administering and maintaining the Association and the common elements in such amount as shall from time to time be found by the Association to be necessary, including, but not limited to: expense for the operation, maintenance, repair or replacement of the recreational facilities, common buildings and grounds; costs of carrying out the duties and powers of the Association; compensation of Association employees; insurance premiums and expenses relating thereto; and other expenses of the Association set forth herein, or in the Bylaws of the Association or which may be designated by the Board of Directors of the Association as "common expenses", each Owner or Co-owner of each Unit is bound to contribute prorata to such expenses as designated proportionate to the ratio the total expenses bears to the total number of the Units owning interest in and administered by the Association at any given time, as more fully set out in the Bylaws of THE ROSE TREE - A CONDOMINIUM Homeowners Association, Inc. No Owner may exempt himself from contributing toward such expenses, either as an Owner or Co-Owner of a Unit in the Condominium Project or in the Association by waiving the use of or enjoyment of the common elements or the community or recreational facilities or by abandonment of the Unit owned by him.

Lien in Favor of the Association

All charges and expenses chargeable to any Unit including electrical consumption charged to the Association and/or Developer and submetered to the Unit Owners, shall constitute a lien against said Unit in favor of the Association, which lien shall be prior to all other liens except (1) assessment liens and charges for taxes past due and unpaid on the Unit, and (2) payments due under bona fide purchase money mortgage instruments, if any, duly recorded. The charges and expenses represented in the usual monthly maintenance charges shall become effective as a lien against each Unit on the first day of each calendar quarter. Additional or added assessment, charges and expenses, if any, chargeable to Units and not covered by the usual monthly maintenance charge, shall become effective as a lien against each Unit as of the date when the expense or charge giving rise to such additional or added assessment was incurred by the Association

The Association may bring an action at law against the Owner or Co-Owner personally obligated to pay an assessment or foreclose the lien against the Unit or both, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner or Co-owner, by his acceptance of a deed to a Unit, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner or Co-owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all mathods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such Owner or Co-Owner hereby expressly grants to the Association a power of sale in connection with said lien, said power of sale and lien are to be evidenced by a Deed of Trust to the Association. The Association shall designate a trustee to post the required notices and conduct such foreclosure sale. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Owners and Co-owners. The title acquired by a purchaser following any such foreclosure sale or sheriff's judgment sale shall be subject to all the provisions of this instrument, the Bylaws, Rules and Regulations of the Association and the Act and, by so acquiring title to the Unit, said purchaser convenants and agrees to abide and be bound thereby.

A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual Unit Mortgagor of any obligation of this Declaration and Master Deed or by Bylaws which is not cured within sixty (60) days.

Payment of Expenses out of Proceeds of sale

Upon the sale, conveyance or other lawful transfer of title to a Unit, all unpaid assessments, charges and expenses chargeable to the Unit shall first be paid out of the sales price or by the acquirer in preference to any other assessments or charges of whatever nature except (1) assessments, liens or charges for taxes past due and unpaid on the Unit, and (2) payments due under bona fide purchase money mortgage instruments, if any, duly recorded.

Liability of Purchaser for Assessments Due Association

amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him as such joint debtor. The Association shall provide for the issuance of and issue to every acquirer, upon his request, a statement of such amount due and the acquirer's liability under this covenant shall be limited to the amount as set forth in said statement.

O The acquirer of title to a Unit shall be jointly and severally liable with his predecessor in title thereto for the

Use of Common Elements

P Each Owner or Co-owner, tenant or guest of a Unit may use the common elements of the Condominium Project in accordance with the purpose for which they are intended, but such use shall not binder or encroach upon the lawful rights of the other owners or co-owners, tenants or guests of the Unit; provided, however, an owner can build improvements within any limited common element appurtenant solely to such owner's Unit, after Board approval.

Access to Condominium Units

Q The Association shall have the irrevocable right, to be exercised by the Directors or manager of the Association, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the common elements therein or accessible therefrom and for making emergency repairs therein necessary to prevent damage to the common elements or to another Unit or Units. Alterations to Units and Common Elements

R The maintenance, operation, alteration, and improvements of the Common Elements shall be the responsibility of the parties as follows: (a) Common Elements, Misc.

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

Alteration and Improvement. There shall be no alteration or further improvement of Common Elements by the Association without prior approval in writing by the Owners of 70 per cent of the Unit votes weighted in accordance with their percentage interest in the Common Elements; provided, however, any alteration or improvement of the Common Elements having the approval in writing of a majority or more of such votes, but less than 70 per cent of such votes and which alteration or improvement does not interfere

least 100% of the first mortgagees (based upon one vote for each first mortgage owned), and owners (other than the Developer) of the individual condominium units have given their prior written approval, the Association shall not be entitled to: (i) by act or omission, seek to abandon, partition, sub-divide, encumber, sell or transfer, the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause), (ii) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project, (iii) by act or omission, seek to abandon or terminate the condominium project, (iv) change the prorata interest or obligations of any individual Condominium Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (2) determining the prorata share of ownership of each Condominium Unit in the common elements. No provision of the condominium constituent documents gives a Condominium Unit owner,

or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or common elements. This condominium project has been created and is existing in full compliance with the requirements of the condominium enabling statute (Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes as amended) and all other applicable laws.

Rental Restrictions of Units T No owner shall have any right to lease his Unit, other than in accordance with the provisions of this section; however, these provisions do not apply to Developer nor to any Mortgagee. If owner desires to lease his Unit, he shall first give written notice to the Board, and shall include the written lease. Within fifteen days of receipt the Board shall approve or disapprove the proposed lease agreement. In the event of such disapproval, the Owner shall have no right to rent his Unit. The Association may resort to any remedies available to it, including a proceeding in forcible entry and detainer to enforce provisions of this section. The Board shall not unreasonably withhold its approval unless the proposed tenant has a poor credit rating, has received poor references, or if the Board determines that the security deposit required is not adequate to protect the interest of other Owners, including sufficient deposit to cover the portion of the Home Owners Association Fee attributable to such Unit.

Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than 180 days, or (b) rental if the occupants of the Unit are provided customary hotel services. The lease must be in writing subject to the covenants, restrictions and conditions contained in this Declaration and Master Deed, the Bylaws and Rules and Regulations of the Association and the Act. Notwithstanding any of the provisions hereinabove contained, the provisions of this paragraph shall not be applicable to the Developer, who is irrevocably authorized, permitted and empowered to sell, lease or rent Units to any purchaser or lesses approved by it upon such terms and conditions as it determines are acceptable to it, and specifically it may sell, lease or rent Units without procuring the consent of the Association, Board or any Co-Owners. The Developer shall have the right to transact any business on the Property necessary to consummate sales of Units, including, but not limited to, the right to maintain models and offices in unsold Units or leased Units, having signs identifying parcels, maintaining employees in its offices, use of Common Elements on the condominium Property, and to show Units for sale. Any furniture and furnishings

in any Unit or offices or the model apartments, signs and other items owned by Developer and used in the sales program shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Units, Developer's right as the owner of said unsold Units shall be the same as all other Unit Co-Owners in said condominium Property, and, Developer, as the owner of Units, shall contribute to the common expenses in the same manner as other Co-Owners, and shall have a vote in the Association for each unsold Unit weighted in accordance with the interest of those Units in the Common Elements. Taxes, Assessments and Charges

U Taxes, assessments and other charges of the State of Texas, or of any political subdivision, or of any special improvement district, or any other taxing or assessing authority, shall be assessed against and collected on each individual Unit and its percentage of the common elements and not on the Condominium Project as a whole. The valuation of common elements shall be assessed separately to each owner in accordance with his fraction or percentage of ownership. All assessments, suits and sales shall be of individual units and its percentage or fractional common elements.

Insurance

V The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workmen's compensation insurance (hereinafter referred to as the "Master Policy"), with respect to the Condominium Project and the Association's administration thereof

The Master Policy shall be purchased by the Association for the benefit of the Association, the owners and their mortgagees as their interests may appear (subject to the provisions of the Bylaws,, the Declaration and Master Deed and the Act), and provision shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the owners. The owners shall obtain insurance coverage upon thier personal property at their own expense. The association and the owners shall use their best efforts to see that all property and liability insurance carried by an owner or the Association shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the owners or the Association and the respective tenants, servants, agents and guests of the owner or the Association as the case may be.

All building, improvements, personal property and other common elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value thereof, excluding the cost of excavations, foundations and footings, as determined annually by the Board of Directors of the Association. The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain, if available, cross-liability endorsements or appropriate provisions for the benefit of the owners, individually and as a group, the members of the Board of Directors and the management company, if any, insuring each insured against liability to each other insured.

The Association shall carry a comprehensive policy of public liability insurance covering all of the common areas in the Condominium Project, with a Severability of Interest Endorsement or equivalent coverage which would preclude the insurance company from denying the claim of a Unit Owner because of the negligent acts of the Association or another Owner, with Units not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include water damage liability, liability for non owned and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect of projects similar in construction, location and use.

All premiums upon insurance purchased by the Association pursuant to the bylaws and the Declaration and Master Deed shall be included in the Association's budget except that the amount of increase over such premiums occasioned by the use, or misuse, occupancy or abandonment of a Unit or the Common Elements

by an owner shall be assessed only against such owner. Proceeds of all insurance policies owned by the Association shall be received by the Association as Trustees held in a separate account and distributed to the Association, the owners and their mortgagees (subject to the provisions of the Declaration and Master Deed, the Bylaws and the Act) as their interests may appear; pr vided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided in the Association as a result of any loss requiring repair or reconstruction under the Declaration and Master Deed and the bylaws shall be applied to such repair or reconstruction.

Each owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney in fact in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and their mortgagees (subject to the provisions of the Declaration and Master Deed, the Bylaws and the Act) as their interest may appear, to execute releases of liability and to execute all documents and do all things on behalf of such owner with the rights of any Owners withholding their consent, may be done if the Owners who do not approve are relieved from the cost thereof. The share of any cost not assessed to non-consenting Owners shall be assessed to the consenting Owners in such proportion as their respective shares in the Common Elements owned by all of the consenting Owners. There shall be no change in the share and rights of an Owner in the Common Elements which are altered or further approved, whether or not any Owner or Co-Owners contribute to the cost thereof.

(b) Alterations of Residential Units and Common Elements Adjacent, Continguous or Between Units. General. Except as otherwise provided herein, neither an Owner nor the Association shall make any alterations of a Unit or remove any portion thereof, or make any additions thereto, or otherwise perform any work within a Unit, which would affect the Common Elements without first obtaining approval in writing of the Board or an Architectural Review Committee appointed by the Board for such purposes. Such alterations, removal, additions or other work may, by way of example, but without limitation, include, proposals to change electrical wiring or water or sewer piping, removing all or a portion of interior walls, moving built-in electrical or plumbing facilities, or attaching to or building on or in common walls items of a utilitarian or decorative nature which weigh in excess of fifty (50) pounds, or the like. A copy of plans for all such work shall be filed with the Board at or prior to the time of submitting request for such approval. In the case of plans submitted by a Unit Owner for any work which would affect the Common Elements, the Board shall approve or disapprove of said plans within thirty (30) days after receipt of such plans and the Owner's request for approval; and, in the absence of said approval, following the expiration of thirty days, said plans shall be deemed to have been approved by the Board.

Limitation. Neither an Owner nor the Association shall make or approve any alterations of a Unit or removal of any portion thereof, or any additions thereto, or perform or approve the performance of any other work to or within a Unit, which would jeopardize the safety or soundness of the building or impair any easement or the Common Elements of the Condominium Project.

Limited Common Elements. Nothing herein shall prevent the Unit Owners from making improvements to their limited common elements, only after a request therefore has been approved by the Board taking into consideration appearance and structural soundness, and at Owner's sole expense. (c) Alterations by Developer

At any time prior to January 1, 1980, the Developer shall have the right, at its option and sole cost and expense, without the vote or consent of the Board, other Owners or the representative or representatives of holders of Mortgages on Units, to (i) make alterations, additions, or improvements in, to and upon Residential Units owned by the Developer (hereinafter called "Developer-Owned Units" or "Developer-Owned Residential Units"), whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-Owned Unit; (iii) change the size and/or number of Developer-Owned Units by subdividing one or more Developer-Owned Unit into two or more separate Residential Units, combining separate Developer-Owned Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, altering the boundary walls between any Developer-Owned Units, or otherwise; and (iv) reapportion among the Developer-Owned Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the Common Elements; provided, however, that the percentage interest in the Common Elements of any Units (other than Developer-Owned Units) shall not be changed by reason thereof unless the Owners and Mortgagees, if applicable thereto and shall agree to hold the Board and all other Unit Owners harmless from any liability arising therefrom.

The Developer shall also have the authority, at its sole option, cost and expense, to make improvements to the Common Elements without the prior consent of the Board, other Unit Owners or the representative or representatives of holders of Mortgages on Units. No Owner shall ever be assessed for any such changes or improvements done by the Developer pursuant to this provision.

3. In the event of any such alteration, combination or improvement, the Developer, at its sole cost and expense, shall file, subject to the provisions of Article J, Paragraph (c-e), any amendment to this Declaration necessary to reflect such change or improvement. The provisions of this Paragraph 3 may not be added to, amended or deleted without the prior written consent of the Developer.

Protection of Mortgagee

S Protection Provisions

Notice to Association. An owner who mortgages his Unit shall notify the Board of Directors of the Homeowner's Association giving the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

Notice of Default. See Paragraph 1, page L herein. Eximination of Books. The Association shall permit first mortgagees to examine the books and records of the Association or Project during normal business hours, and to receive an annual audited

financial statement within ninety days of close of fiscal year. Reserve Fund. The Association shall establish condominium dues or charges which shall include an adequate reserve fund for maintenance, repairs and replacement of common elements components that must be replaced on a periodic basis and fund the same by regular monthly payments rather than by extraordinary special assessments.

(e) Notice of Meetings. The Association shall furnish each first mortgages upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

(f) Notice of Damage or Destruction. The Association shall furnish the first mortgagees and FNMA c/o the lender timely written notice of any loss to, or taking of the common elements of the Condominium Project if such loss exceeds \$10,000, or damage to a Condominium Unit exceeds \$1,000.00. Notice of Condemnation or Eminent Domain. The Association shall furnish the first mort-

gagees and FNMA c/o the lender timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of a Unit or of the common elements and facilities. Lenders will have priority over owners on distributions of awards or settlements on same. (h) Management Agreements. Any agreement for professional management of the condominium

project, or any other contract providing for services by the Developer, must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of one year. Right to Partition. No unit may be partitioned or subdivided by the owner thereof without

the prior written approval of at least the holder of the first mortgage lien on such unit and the Board of Directors of the Association. Claims for Unpaid Assessments. Any first mortgagee who obtains title to the unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such unit's

unpaid dues or charges which accrued prior to the acquisition of title to such unit by the mortgagee. (k) Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to

the condominium project as a whole. Other Acts by Association Requiring Approval of First Mortgagees and Owners. Unless at

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and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Condominium Project.

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Any insurance obtained pursuant to this Declaration shall be subject to the following provisions and limitations:

Insurance coverage obtained and maintained pursuant to the requirements of this Declaration shall not be brought into contribution with insurance purchased by the Owners of the Condominium Units or their mortgagees;

Such policies shall provide that coverage shall not be prejudiced by (i) any act or neglect of the Owners of Condominium Units when such act or neglect is not within the control of the Association, or (ii) by failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control:

All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including all first mortgagees; and

All such policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Condominium Unit and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured. Termination of Mechanic's or Materialmen's Liens and Indemnification.

W Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in a unit 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 fien against the general or limited common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit or any other owner or against the general or limited common elements for construction performed or for labor, materials, services or other products incorporated in the owner's unit at such owner's request.

X The invalidity of any provision of this Declaration and Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and Master Deed and, in such event, all the provisions of the Declaration and Master Deed shall continue in full force and effect as if such invalid provision had never been included herein. Waiver of Provisions

Y No Provision contained in the Declaration and Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, Developer has caused this Declaration and Master Deed to be executed this 30 day of

"DEVELOPER" HE ROSE TREE AN S. TUSCHMAN.

SOMERSET INVESTMENTS. IN

STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, the undersigned Authority, a Notary Public in and for said county and state, on this day personally appeared OLYNOSUSCHMAN, Co-adventurer of THE ROSE TREE — A CONDOMINIUM, a joint adventure of John S. Tuschman and Somerset Investments of the party of the pa o may be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the oses and confidention therein expressed, in the capacity therein stated and as the act and deed of said joint adventure. VEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of Mary

NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

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COUNTY OF Alleghany A CONPOMINIUM, a joint adventure of John S. Tuschman and Somerset Investments, Inc., known to me to be the person and officer whose name ubscribed joung foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed,

as the act and deed of said corporation, in the capacity therein stated and as the act and deed of said joint adventure. BRAVIOX BOROUGH, ALLEGHENY COUNTY

HT TOMMISSION EXPIRES JAN. 12, 1981

NOTARY UBINETINA, FAMBY WARRASSOCIAL COUNTY,
PENNSY VANIA.

in accordance with the following provisions:

ARTICLES OF INCORPORATION THE ROSE TREE-A CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. We, the undersigned natural persons of the age of twenty-one (21) 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 of ARTICLE I The name of the corporation is THE ROSE TREE-A CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Corporation" or the "Association" **ARTICLE II** The corporation is a non-profit corporation. ARTICLE III The period of its duration is perpetual. ARTICLE IV The purpose or purposes for which the corporation is organized are: to operate, manage, maintain and administer the affairs of THE ROSE TREE-A CONDOMINIUM, a condominium project established pursuant to Article 1301 a of the Texas Revised Civil Statutes that the certain ____, 1978, recorded in Volume ______, Page _____ of the Condominium Records of Condominium Declaration dated _______, 1978, recorded in Volume ______, Page ______ of the Condominium Records of Harris County, Texas, (the "Declaration"); to enter into and perform any contract and and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of The Rose Tree-A Condominium as a condominium project in accordance with the Declaration; to promote the health, safety and welfare of the residents within the above condominium project; to exercise the powers and privileges and to perform all of the duties and obligations, including but not limited to the collection of assessments for such purposes, as set forth in the Declaration, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, and to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have to exercise. ARTICLE V The street address of the initial registered office of the corporation is 4543 Post Oak Place Drive, Suite 220, Houston, Texas 77027, and the name of its initial registered agent at such address is J.R. Sullivan. Every person or entity who is a record owner of a fee or undivided fee interest in any condominium unit which is subject by the Declaration to assessment of the Association including contract sellers shall be a member of the Association and shall be entitled to one vote for each unit owned, the value of such vote shall be equal to the percentage interest assigned to each such unit as set forth in the Declaration. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit. The foregoing is not intended to include persons or entities who holds an interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association. **ARTICLE VII** The name and street address of each incorporator is: 4543 Post Oak Place Drive, Suite 220, Houston, Texas 77027 J. R. Sullivan 4543 Post Oak Place Drive, Suite 220, Houston, Texas 77027 Julia C. Read 4543 Post Oak Place Drive, Suite 220, Houston, Texas 77027 John S. Tuschman **ARTICLE VIII** The affairs of this Association shall be managed by a Board of three (3) Directors. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the election of **ADDRESS** NAME 4543 Post Oak Place Drive, Suite 220, Houston, Texas 77027 J.R. Sullivan 4543 Post Oak Place Drive, Suite 220, Houston, Texas 77027 Julia C. Read 4543 Post Oak Place Drive, Suite 220, Houston, Texas 77027 John S. Tuschman ARTICLE IX Amendment of these articles shall require the assent of three-fourths (3/4) of the entire membersh

COUNTY OF HARRIS COUNTY OF HARRIS **COUNTY OF HARRIS**

THE ROSE TREE A CONDOMINIUM PROJECT CONDOMINIUM RECORDS HARRIS COUNTY, TEXAS VOL. 70 PAGE 105

following:

THE STATE OF TEXAS

BY LAWS OF THE ROSE TREE - A CONDOMINIUM, HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

The Rose Tree - a Condominium, Homeowner's Association, Inc. (hereinafter referred to as the "Association") may have such offices, either The registered office of the Association required by the Texas Non-Profit Corporation Act to be maintained in the State of Texas may be, but need not be, identical with the principal office in the State of Texas as designated by the Board of Directors. The address of the registered office may be changed from time to time by the Board of Directors. The registered agent of the Association may be changed from time to time by the Board of

Offices and Agent

The address of the initial registered office of the Association shall be 4543 Post Oak Place, Suite 220, Houston, Texas 77027, and the name of the initial registered agent of the Association at such address shall be J.R. Sullivan.

ARTICLE II

Members SECTION 1. Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a member of the Association and be subject to the By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its members. Acquisition rental or occupancy of any Unit in the Condominium Project shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them.

Membership in the Association will terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with The Rose Tree - A Condominium Project during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and incidents thereto.

In the event that a member should mortgage his Unit, the lien of the mortgage shall be deemed to attach to the member's rights, privileges and

obligations in the Association so that if the member shall be in default of any of the terms of the mortgage, and such default shall result in foreclosure thereof, the member's ownership in the Association shall automatically terminate and all of the rights, privileges and obligations of membership shall inure to the mortgagee and its assigns, or purchaser at foreclosure. No certificate of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one membership card to the Owner or Co-Owners of a Unit. Such membership card shall be surrendered to the Secretary whenever ownership of the Unit designated thereon

Every lawful transfer of title to a member's Unit shall include membership in the Association and upon making such transfer, the previous Owner's membership shall automatically terminate and fully vest in the new Owner.

SECTION 2. Annual Meeting. The annual meeting of the members shall be held in the month of January of each year beginning with the year 1979, at a time and place to be determined by the Board of Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting of the members or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as may be convenient. SECTION 3. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the members with not less than one-quarter.

(%) of all the outstanding votes of the Corporation. SECTION 4. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the State of Texas, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Texas.

SECTION 5. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the books of the Corporation, with postage thereon prepaid. Waiver by a member in writing of notice of a member's meeting, signed by him, whather before or after the time of such meeting, shall be equivalent to the giving of such notice. Attendance by a member, whether in person or by proxy, at a members meeting shall constitute a waiver of notice of such meeting of which he has had no notice.

SECTION 6. Voting Lists. The Secretary shall make, at least ten (10) days before each meeting of members, a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address and the number of votes held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Association, and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be produced and opened at the time and place of the meeting and shall be subject to the inspection by any member during the whole time of the meeting. The original membership book shall be prima facie evidence as to who are the members entitled to examine such list or transfer books or to vote at any meeting.

SECTION 7. Quorum. A majority of the outstanding votes of the Association, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than a majority of the outstanding votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

SECTION 8. Proxies. At all meetings of members, a member may vote by proxy executed in writing by the members or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months.

SECTION 9. Cumulative Voting Prohibited. Members of this Corporation shall not have the right to cumulate their votes at any election for directors. At each election for directors, every member entitled to vote at such election shall have the right to vote in person or by proxy, the number of votes allowed to him for as many persons as there are directors to be elected and for whose election he has a right to vote. SECTION 10. Actions Without a Meeting. Any action required to be taken at a meeting of members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by 75% of all

of the members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote

of the members, except as otherwise prescribed in the Declaration and Master Deed.

ARTICLE III Board of Directors

SECTION 1. General Power. The business and affairs of the Corporation shall be managed by its Board of Directors except as the Board of Directors shall delegate the power to so manage to the Executive Committee or other committees SECTION 2. Number, Tenure and Qualifications. The number of Directors composing the initial Board of Directors shall be three (3).

Upon resolution of the Board of Directors, the number of Directors may be increased or decreased, but no decrease shall have the effect of shortening the term of any incumbent directors. Each director shall hold office until the next annual meeting of members unless earlier removed in accordance with the Articles of Incorporation, By-Laws or law, and until his successor shall have been elected and qualified. Each member of the Board of Directors (with the exception of the members of the initial Board of Directors, a member appointed or elected by the initial Board of Directors to fill a vacancy created on the death, resignation, refusal or inability of any member of the Board of Directors to serve) shall be a Unit Owner in the Con-

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SECTION 3. Elections. The Developer herein shall be obligated to appoint the initial Board of Directors of the Association, which initial Board will act until the sale of ninety (90) per cent of the Units at which time the initial Board will arrange for the election of the successor Board of Directors unless done prior thereto as hereinafter stated. The initial Board may, but is not obligated to, arrange for the election of a successor time after seventy (70) per cent of the Units have been sold, but the successor Board so elected will act in an advisory capacity until ninety (90) per cent of the Units have been sold. The initial Board and those holding office prior to the sale of ninety (90) per cent of the Units, may delegate their full authority and power to a "Managing Agent" who shall have all the powers and perform all the duties of the Board or may have limited authority as the initial Board may determine. The "Managing Agent" may receive such compensation as the Board may determine and will be bonded by a fidelity bond the same as any Director. The "Managing Agent" will serve at the will of the initial Board and may be removed with or without cause and a successor appointed at the discretion of the initial Board. All meetings of the initial Board shall be closed to the members of the Association but will be open after the election of an Advisory Board or after the initial Board has been replaced by a successor Board, whichever event occurs first. Anything herein to the contrary notwithstanding, a successor Board of Directors will be elected no later than eighteen months from the inception of said corporation. SECTION 4. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately

after, and at the same place as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Texas, for the holding of additional regular meetings without other notice than such resolution. SECTION 5. Special Meeting. Special meetings of the Board of Directors may be called by or at the request of the President or any two ectors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board of Directors called by them.

SECTION 6. Notice. Notice of any special meeting shall be given at least two days previous thereto by a written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because that meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting

SECTION 7. Quorum. A majority of the number of directors fixed in accordance with Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. SECTION 8. Manner of Action. (a) Actions at a Meeting. Except as provided in Paragraph (b) of this Section and except as provided in Section 15 of this

Article, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. (b) Actions Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or the Executive Committee or any other committee may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all of the members of the Board of Directors, Executive Committee or other committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting. SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remain-

ing directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose. A vacancy shall be deemed to exist by reason of the death, resignation, failure or refusal to act by the person elected, or upon the failure of members to elect directors to fill the unexpired term of directors removed in accordance with the provisions of Section 10 of this Article III.

SECTION 10. Removal. At any meeting of members called expressly for the purpose of removal, any director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the votes. In case the entire board or any one or more of the directors are so removed, new directors may be elected at the same meeting for the unexpired term of the director or directors so removed. Failure to elect directors to fill the unexpired term of the directors so removed shall be deemed to create a vacancy or vacancies in the Board of Directors This section applies only after the initial ninety (90) per cent of the Units are sold.

SECTION 11. Compensation. No member of the Board of Directors shall receive any compensation for any service he or she may render to the Corporation. However, any Director may be reimbursed for his or her actual expenses incurred in the performances of his or her duties. SECTION 12. Liability. No member of the Board of Directors shall ever be liable to any person, firm or corporation for any action taken with reference to the matter hereinbefore set out or for any action (other than fraud or theft) taken with respect to the collection and/or administration and/or expenditure of levies and assessments, and the performance of his or her regular duties, and the acceptance by any party of a deed to any Unit in the Condominium Project shall constitute each party's covenant and agreement that such liability shall not exist. Additionally, each Director shall be bonded for \$50,000 by a fidelity bond with a company selected by the Directors. The Directors may require bonding of such other Officers and/or agents as they may determine and not as specifically required herein. The premiums on all such bonds shall be paid by the

SECTION 13. Powers and Duties. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of a residential condominium project and may do or cause to be done all such other lawful acts and things as are not by law, by these Bylaws or otherwise, directed or required to be done or exercised by members of the Association or Owners of Units, or by others. In the performance of its duties as the administering body of the Association and of the condominium being administered by said Association, the Board of Directors shall have powers and duties including, but not limited to, the

The operation, maintenance, renewal, replacement, care and upkeep of the buildings in the condominium, their general and common elements and services and the community and recreational facilities and all other property, real or personal, of the Association, (b) The preparation prior to the beginning of each fiscal year of a budget or estimate for the annual expenses of the operation of the Association, the expenses of the operation of the community and recreational facilities, and reasonable reserves for depreciation, retirements and renewals. The total amount of such budget or estimate shall be assessed against all of the dwelling Units and the respective Owners thereof, in the proportionate shares and percentages applicable to the Units owned by them as set forth in the Declaration and Master Deed. The proportionate amounts, thus found applicable to each Unit shall be payable by the Owners thereof to the Association in equal monthly installments, in advance, said billing dates to be determined by the Directors.

(c) By majority vote of the Board, to adjust or increase the amount of any annual assessment and equal installments, and to levy and collect in addition thereto, special assessments in such amounts as the Board may deem proper, whenever the Board is of the opinion that it is necessary to do so in order to meet increased operating and maintenance costs, or additional capital expenses, or because of emergencies; provided, however, that all such increased or special assessments shall be made or levied against such owners and the family Units owned by them respectively in the same proportions or percentages as provided in sub-section (b) of this section.

(d) To use and expend any sums collected from such assessments or levied for the operation, maintenance, renewal, care and upkeep of the owner or elements, community and recreational facilities of the Association and all its real and personal property.

(e) To require all officers and employees of the Association handling or responsible for funds of the Association or funds in its essession or under its control to furnish adequate fiduciary bonds, in form, penalties and with corporate surety to the satisfaction of the Board

of Directors. The premiums of such bonds shall be paid by the Association as part of the common expenses. (f) To pay all taxes and assessments levied or assessed against any property of the Association, exclusive of any taxes or assessments levied against any Unit or otherwise properly chargeable to the Owners thereof. (g) To employ and dismiss such clerks, stenographers, workmen, janitors, gardeners, watchmen and other personnel, and to

purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Directors may from time to time be necessary for the proper maintenance and operation of the condominium project, and the community and recreational facilities, except the portions thereof required to be maintained by Owners of Units. The Board of Directors may also employ a manager for the Association, at such compensation as may be established by the Board, to perform such duties and services as the Board may lawfully delegate. (h) To collect delinquent levies and assessments made by the Association through the Board of Directors against any Unit and

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the respective Owner thereof, together with such costs and expenses incurred in connection therewith, including but not limited to court costs and attorney's fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominium Project, by injunctions or such other legal action or means as the Board of Directors may deem necessary or appropriate. (i) To employ or retain legal counsel, engineers and accountants, and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including but not limited to those hereinbefore or hereinafter referred to in these Bylaws. (j) To borrow money and sign any Promissory Notes and accompanying documents in connection therewith, with consent of two-thirds of the members in good standing and entitled to vote. (k) To hire an outside agent and/or management firm to perform all duties and services required by these Bylaws, however, such contract must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of 3 years. (I) To enter into any necessary contracts or agreements for the operation and administration of the corporation or the Condominium Project being administered by the Association, with private parties or any governmental agency, however, such contract must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of 3 years. (m) To cause such operating accounts and escrow and other accounts, if any, to be established and opened as the Board of Directors may deem appropriate from time to time as may be consistent with good accounting practices. (n) 1. To cause a financial report of the accounts of the Association to be made by an independent, certified public accountant at the end of each fiscal year, and at such other time or times as may be deemed necessary. The Board of Directors shall also prepare at the end of each fiscal year and furnish to the Owner of each Unit a report of the business and affairs of this Association, showing its transactions and reflecting fully and accurately its financial condition. 2. To keep detailed books of accounts of the receipts and expenditures affecting each condominium Unit and its administration and specifying the maintenance and repair expense of the common elements and all other expenses incurred. (o) To make and enforce compliance with The Declaration, Bylaws and such Rules and Regulations relative to the operation, use and occupancy of the Units, common elements and Association facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate which Rules and Regulations when approved by appropriate resolution shall be binding on the Owner's and occupants of Units, the successors in title and assigns. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Owner of a Unit promptly upon the adoption thereof or posted in a conspicuous place in the Condominium Project. (p) The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workmen's compensation insurance (hereinafter referred to as the "Master Policy"), with respect to the Condominium Project and the Association's administration thereof in accordance with the provisions set forth in the Declaration and Master Deed. (q) The Board will have complete responsibility for the sub-metering collection and all matters relating to sub-metering, include ing the enforcement of delinquent accounts. SECTION 14. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors in which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action. SECTION 15. Executive and Other Committees. There may be established an Executive Committee, and one or more other committees, composed of one or more Directors designated by resolution adopted by a majority of the full number of directors of the Board of Directors as fixed in accordance with Section 2 of this Article. The Executive Committee or such other committees may meet at stated times, or on notice to all members by any one member. Vacancies in the membership of the Executive Committee or such other committees shall be filled by a majority vote of the full number of Directors on the Board of Directors at a regular meeting or at a special meeting called for that purpose. During the intervals between meetings of the Board, the Executive Committee, if it shall have been established, shall advise and aid the officers of the Association in all matters concerning its interest and the management of its business, and generally perform such duties and exercise such powers as may be directed or delegated by the Board of Directors from time to time. The Board of Directors may delegate to the Executive Committee or such other committees the authority to exercise all the powers of the Board of Directors. The designation of and delegation of power to the Executive Committee shall not operate to relieve the Board of Directors, or any members thereof, of any responsibility imposed upon it or him by law. The Architectural Control Committee will be a standing committee. ARTICLE IV Officers SECTION 1. Number. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof, to be determined by the Board of Directors), a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary, may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary. SECTION 2. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been duly elected and shall have been qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter SECTION 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the SECTION 5. President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Board of Directors. He may sign, with the secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, certificates of membership in the Association, any deeds, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; in general to perform all duties incident to the office of President and such other duties as may be assigned to him by the Board of Directors from time to time. SECTION 6. The Vice Presidents. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President ident (or should there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. SECTION 7. The Secretary. The Secretary shall: (a) keep the minutes of the members' and the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; (c) be custodian of the corporate records and of the seal of the Association, and see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association under its seal, is duly authorized; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (e) in general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be designated to him by the President, or by the Board of Directors. SECTION 8. The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum, and with such surety or sureties, as the Board of Directors shall determine. He shall: (a) have charge and custody of, and be responsible for, all funds and securities of the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, THE ROSE TREE A CONDOMINIUM PROJECT CONDOMINIUM RECORDS HARRIS COUNTY. TEXAS VOL. 70 PAGE 106 the mortgage, or deed in lieu of foreclosure of the mortgage shall not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee SECTION 8. Unless at least seventy-five per cent (75%) of the first mortgagees (based upon one note for each first mortgaged owned) or owners (other than the developer) of the individual condominium Units have given their prior written approval, the Association shall not be entitled (a) by act or omission, seek to abandon or terminate the Condominium Project; (b) change the pro rata interest or obligation of any individual Condominium Unit for the purpose of: (1) levying assessment or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each condominium in the common elements; (c) partition or subdivide any Condominium Unit; (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (the granting of easements for public utilities or for the other public purposes consistent with the intended use of the common elements by the Condominium Project shall not be deemed a transfer within the meaning of this clause); and (e) use hazard insurance proceeds for losses to any condominium property (whether to Units or to common elements) for other than repair, replacement or reconstruction of such condominium property, except as herein provided in Article XII of these Bylaws in case of substantial loss to the Units and/or common elements of the Condominium Project. Reconstruction or Repair SECTION 1. If less than three-fourths (3/4ths) of the Buildings in the Condominium Project (as determined by the vote or written consent of the majority of the percentage of value assigned to the Owners in the exercise of their sole discretion) shall be damaged by fire or other casualty, then the buildings in the Condominium Project shall be rebuilt or repaired. If more than three-fourths (3/4ths) of the buildings in the Condominium Project (as determined by the vote or written consent of a majority of the percentages of value assigned to such Owners in the exercise of such discretion) shall be damaged by fire or other casualty, then reconstruction shall not be compulsory without the unanimous consent of each Owner and each mortgages. In the event that such Owners decide not to reconstruct the Condominium Project, the land (more particularly described on the Condominium subdividion plan attached hereto as Exhibit "B" and made a part hereof for all purposes) shall be sold and such sale proceeds along with any insurance proceeds shall be distributed to each Owner and his mortgagee, as their interests may appear, in accordance with each Owner's percentage of value in SECTION 2. Any reconstruction or repair of the buildings in the Condominium Project or any Unit located therein shall be substantially in accordance with the Declaration and Master Deed and the original plans and specifications for the buildings in the Condominium Project unless the Owners and their mortgagees shall unanimously decide otherwise. SECTION 3. Each Owner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the Unit. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse, or the negligence or misuse by his family, tenants, guests, agents, servents, employees, or contractors. In the event damages to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, this such Owner shall begin reconstruction or repair of such damages upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or part of the interior of an Owner's Unit is not covered by insurance held by this Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject of the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. SECTION 4. As soon as possible after the occurrance of a casualty which causes damage to any part of the Condominium Project for which the Association has insurance coverage (hereinafter referred to as the "casualty") the Association shall obtain reliable and detailed cost estimates of (a) The cost of restoring all damage caused by the Casualty to the general and limited common elements (hereinafter referred to as the "Common Elements Costs"); and (b) The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinefter referred to as the "Unit Costs"). All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element cost and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Owners by the Association in the following manner: (a) All Owners shall be assessed on the basis of their percentages of value in the Condominium Project for the payment of the estimated Common Elements Costs not otherwise paid for by the insurance held by the Association. (b) Each Owner of a damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the casualty by a fraction, the numerator of which is his estimated Unit Costs and the denominator of which is the total of all of the estimated Unit Costs. If actual costs exceed such estimated costs, then an additional assessment shall be made against the Owners by the Association in the same manner based upon catual costs.

trust companies, or other depositories as shall be selected by the Board of Directors; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. SECTION 9. Assistant Secretaries and Assistant Treasurers. The Assistant Treasurers, shall, respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or by the Board of Directors. **ARTICLE V** Contracts, Checks, Deposits and Funds SECTION 1. The Board of Directors may authorize any officer or officers, agent or agents of the Association in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. SECTION 2. All checks, drafts or orders for the payment of money, notes or other evidences or indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice-President of the Association. SECTION 3. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select. ARTICLE VI **Books and Records** The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members and Board of Directors and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, his agent or attorney or any first mortgagee for any proper purpose at any reasonable time. **ARTICLE VII** Fiscal Year The Board of Directors shall, by resolution, fix the fiscal year of the Association **ARTICLE VIII** The Board of Directors shall, if they so desire, provide a corporate seal, which shall, if adopted, be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the five-pointed Texas star. ARTICLE IX Waiver of Notice Whenever any notice is required to be given to any members or Director of the Association under the provisions of these Bylaws, under the provisions of the Articles of Incorporation, or under the provisions of the Texas Non-Profit Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. ARTICLE X Procedure Meetings of the members of the Board of Directors shall be conducted in accordance with the procedure as contained in Robert's Rules of Order, to the extent applicable. **ARTICLE XI Obligations of Members** SECTION 1. Each member shall perform promptly and at his own risk, cost and expense, all maintenance and repair work with respect to the portion of the Unit owned by him which does not comprise a part of the common elements and which, if omitted, would adversely affect or jeopardize the safety of the building in which his Unit is located or any part thereof belonging in whole or in part to other members and each member shall be liable for any damages, liabilities, costs or expenses, including attorney's fees, caused by or arising out of his failure to promptly perform any SECTION 2. Each member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the common elements, and /or limited common elements, damaged solely by his negligence or by the negligence of his tenant, agent, guest, invites or licenses, promptly upon the receipt of the Association's statement therefore. SECTION 3. The Owner or Co-Owners of each Unit are bound to contribute pro rata in the percentage of their ownership in the common elements, as set out in the Declaration and Master Deed, toward the expenses of adminsitration, maintenance, repair and replacement of said common elements within the Condominium Project of which it is a part. As to expenses of administrating and maintaining the Association and all of its real and personal property in such amount as shall from time to time be found by the Association to be necessary, including but not limited to expenses for the Association maintenance, repair, or replacement of the Condominium Project's buildings, grounds and recreational facilities; or costs of carrying out the duties and powers of the Association; compensation of Association employees, insurance premiums and expenses thereto; taxes which may be assessed against Association property and other expenses of the Association set forth herein, or in the Declaration and Master Deed attached hereto, or which may be designated by the board of Directors of such Association as "common elements", each Owner or Co-Owner of each Unit is bound to contribute pro rata to such expenses as designated proportionate to the ratio as the total expense bears to the percentage of interest in the common elements assigned to each Unit. SECTION 4. All charges and expenses chargeable to a member and his Unit shall constitute a lien against the Unit in favor of the Association for the use and benefit of the members of the Association prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the Unit, and (2) payments due under purchase money or construction mortgage instruments of encumbrance, if any, duly recorded. The said lien may be foreclosed in the manner provided for the foreclosure and sale of real estate mortgages and in the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including court costs and reasonable attorney's fees. The right of the Association to foreclose the aforesaid lien shall be in addition to any other remedy which may be available to it at law for the collection of the charges and expenses including the right to proceed personally against any delinquent member for the recovery of a personal judgment against him for the amount due, court costs and reasonable attorney's fees. SECTION 5. Upon the sale, conveyance or other lawful transfer of title to a Unit, all unpaid assessments against a member for his pro rata share in the expenses of administration, maintenance and repair of the common elements and the community and recreational facilities and other expenses agreed upon shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except the following: (a) Assessments, liens and charges for taxes past due and unpaid on the Unit, and (b) Payments due under purchase money or construction mortgage instruments of encumbrance, if any, duly recorded. SECTION 6. The acquirer of a Unit shall be jointly and severally liable with the seller for the amount owing by the latter to the Association up to the time of conveyance or transfer, without prejudice to the acquirer's right to recover from the seller the amount paid by him as such joint debtor. The Association shall provide for the issuance, and issue to every acquirer, upon his request, a statement of such amounts due by the seller, and the acquirer's liability under this section shall be limited to the amount as set forth in said statement. SECTION 7. Any first mortgages who obtains title to a condominium Unit pursuant to the remedies provided in the mortgage, foreclosure of the Association in writing of the name and address of his mortgages and the amount secured by said mortgage, and the Association shall maintain such information in a book entitled "Mortgages of Units". Said written notice shall be separately maintained by the Association or by the secretary of the Association. Such Owner shall, in the same manner, notify the Association as to the release or discharge of any such mortgage. SECTION 2. The Association shall, at the request of any mortgages of any Unit, report to such mortgages any unpeid assessments due from the Owner of such Unit to the Association. SECTION 3. The Association shall notify each mortgagee appearing in the hereinbefore above described book of the name of each company aring the Condominium Project under the Declaration and Master Deed and the amounts of the coverage thereunder. stify each mortgages appearing in the hereinabove described book of any default by any Owner in the performance of such Owner's obligations which is not cured within sixty (60) days from the date of such default Taxation Each Unit shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the building of which such Unit is a part, and independent of the Condominium Project or Common Elements thereof, and each Owner shall be solely responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit. Such payment shall be made prior to the due date of such taxes, municipal claims, charges and assessments. **ARTICLE XVI** Amendment These Bylaws (as opposed to the Declaration and Master Deed of which they are a part) may be amended by the members of the Association from time to time at a duly constituted meeting called for such purpose, and no amendments shall take effect unless approved by owners representing at least 66 2/3% of the aggregate interest of the undivided ownership of the general common elements. Any such amendment may be evidenced by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of two-thirds of the percentage of values assigned to the Owners in the Condominium Project, and such amendment shall be effective upon its recordation in the Condominium Records of Harris County, Texas. The procedure for proposing amendments hereto shall be the same as provided for proposing amendments to the Bylaws of the Association. **ARTICLE XVII** SECTION 1. Failure to comply with the Declaration and Master Deed, these Bylaws, the Articles of Incorporation or duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof. SECTION 2. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceedings including without limitation reasonable attorney's fees. SECTION 3. The violation of any rule or regulation promulgated by the Board of Directors, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors or the Managing Agent, the right, in addition to any other rights set forth therein, (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; and (b) to enjoin, abete, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. ARTICLE XVIII Compliance These Bylaws are set forth to comply with the requirements of the State of Texas Condominium Ownership Act. If any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will control ARTICLE XIX Payment Obligation Owners cannot abate any required payment for any reason IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at Houston, Texas, this the 30 day of 100. BOARD OF DIRECTORS

Mortgages and Eminent Domain

SECTION 1. Any Owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of such mortgage, give notice to

SECTION 5. In the event of any taking of any Unit in the Condominium Project by eminent domain, or private purchase in lieu thereof, the award of such taking and, after acceptance thereof, if such Owner shall vacate his Unit by virtue of such taking, he and his mortgages shall be divested of all interest in the Condominium Project. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority of the percentage of value assigned to the remaining Owners shall determine by vote or written consent whether to rebuild or repair the Condominium Project or take such other action as such remaining Owners deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, then the remaining portion of the Condominium Project shall be resurveyed and the Declaration and Master Deed and Exhibit "B" shall be amended to reflect such taking and to proportionately re-adjust the percentages of value assigned to the remaining Owners based upon

ARTICLE XIII

Indemnification of Officers and Directors

The Association shall indemnify every officer or director, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been an officer or director of the Association, except as to such matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such officer or Director in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such officer or director may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing contained in this Article XIII shall be deemed to obligate the Association to

y any member or owner of a Unit, who is or has been an officer or Director of the Association, with respect to any duties or obligations

assumed or liabilities incurred by him under and by virtue of the Declaration and Master Deed as a member or Owner of a Unit covered thereby. The

ARTICLE XIV

the continuing value of the Condominium Project of one hundred per cent (100%).

Managing Agent shall be deemed a Director for purposes hereof.

ROSAMOND (60' R.O.W.) C-40-1 C-39-2 C-38-3 D-50-35 C-37-4 D-49-36 75. 23.8 1.9 23.6 75 B-26 B-24 6 433.71Sq.Ft. 1.10% C-36-5 D-52-37 C-35-6 C-34-7 C-33-8 B-22 5.36 sq. 2.26% C-48-9 D-55-42 D-63-44 C-45-12 C-43-14 C-42-15 C-41-16 B-24-17 A-16-49 B-23-18 10' U.E. A-15-50 00R A-2-52 B-21-20 B-20-21 2.26% 0 A-3-54 B-19-22 **A-2** B-18-23 A-6-55 885.36 Sq. Ft. 885.36 Sq. Ft. A-5-56 B-17-24 2.26% 37.2' L⊙7 A-8-57 B-32-257 B-31-26 A-10-59 B-30-27 B-29-28 A-9-60 B-28-29 B-27-30 A-12-61 A-II 62 B-26-3I A-14-63 DOWBER, R.O.W.) B-25-32 A-13-64 HARR IS A CONDOMINIUM PROJECT VOL. CONDOMINIUM RECORDS O'U.E. THE ROSE TREE COUNTY, 70 PAGE **TEXAS** 107 Building Building Building BENCH City of Houston Survey Marker 5361-0208 located at the east entersection of Yale & Red Ripple. 77.87 77.87 78.07 77.96 B. L. B. C. E. B. E. E. E. 87.06 87.06 87.26 87.15 MARK . 85.87 85.87 86.07 85.96 95.06 95.06 95.26 95.15 ROSE
BEING AL
IN BLOCK
AS RECOF
OF THE
COUNTY,
Designed:

