

ENABLING DECLARATION

FOR ESTABLISHMENT OF A CONDOMINIUM REGIME FOR

"MAISON DE VILLE"

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

WHEREAS, SOUTHWEST CONDOMINIUM CORPORATION, a Texas corporation, hereinafter called "Grantor", is the sole owner in fee simple of the real property hereinafter described upon which there is situated an apartment project consisting of twelve multiple unit apartment buildings...

WHEREAS, said Grantor now submits said property and improvements thereon to the Condominium Regime established by the Texas Condominium Act, in order to hereby establish by this Declaration a plan for the individual and exclusive ownership of the separate real property interests therein...

Now, therefore, in furtherance of said plan of condominium ownership and the purposes and interests hereof, said Grantor, the sole owner in fee simple of said property and improvements, does hereby make the following declarations as to the divisions, descriptions, definitions, restrictions, covenants, conditions, obligations, rights, privileges, and liabilities which shall apply to, govern, control and regulate the sale, re-sale or other disposition, acquisition, ownership, use and enjoyment of said property and improvements...

1. Said Grantor, in order to establish said plan of condominium ownership for the hereinbefore described property and improvements, hereby expressly submits said property and improvements to the Condominium Regime established by the Texas Condominium Act, as now existing or hereafter amended, and does hereby covenant and agree that it hereby divides said real property into the following separate feehold estates, to-wit:

(a) Each of the one-hundred-one (101) individual apartment spaces in said multiple unit apartment buildings hereinafter described shall constitute a separate feehold estate. The boundaries of each such apartment space shall be and are the interior surfaces of the perimeter walls, floors and ceilings...

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- THENCE South 14 degrees 05 minutes 00 seconds West 119.17 feet to a point for corner, said point being in the North line of Block 7 of Braeburn Valley, Section 2;
THENCE North 75 degrees 54 minutes 01 seconds West 63.95 feet along the North line of Block 7, Braeburn Valley, Section 2 to a point;
THENCE North 88 degrees 15 minutes 30 seconds West 159.16 feet along the North line of Block 7, Braeburn Valley, Section 2 to a point;
THENCE South 81 degrees 48 minutes 50 seconds West 209.85 feet to a point for corner in the East line of Braeburn Valley Drive;
THENCE North 08 degrees 11 minutes 13 seconds West 478.32 feet along the East line of Braeburn Valley Drive to the intersection of the South line of Bissonet and the PLACES OF BEGINNING.

4. There is attached to this Declaration and made a part hereof as Exhibit "AA" hereto a survey plat which depicts said land as above described and the location of the multiple unit apartment buildings located thereon, denoted as Building A through Building L.

5. The multiple unit apartment buildings shown and denoted on the above mentioned plat is generally described as follows:

- (A) Building A. - This building has two stories and contains twelve two-story apartments; it has 14,587 square feet of floor space within the apartments; it is constructed of wood framing, brick veneer siding, built-up roof, and pier and beam foundation. It is depicted upon the plat marked "Exhibit A" attached hereto and made a part hereof.
(B) Building B. - This building has two stories and contains four two-story apartments; it has 5870 square feet of floor space within the apartments; it is constructed of wood framing, brick veneer siding, built-up roof, and pier and beam foundation. It is depicted upon plat marked "Exhibit B" attached hereto and made a part hereof.
(C) Building C. - This building has two stories and contains ten two-story apartments; it has 12,558 square feet of floor space within the apartments; it is constructed of wood framing, brick veneer siding, built-up roof, and pier and beam foundation. It is depicted upon plat marked "Exhibit C" attached hereto and made a part hereof.
(D) Building D. - This building has two stories and contains ten two-story apartments; it has 12,621 square feet of floor space within the apartments; it is constructed of wood framing, brick veneer siding, built-up roof, and pier and beam foundation. It is depicted upon plat marked "Exhibit D" attached hereto and made a part hereof.
(E) Building E. - This building has two stories and contains seven two-story apartments; it has 8977 square feet of floor space within the apartments; it is constructed of wood framing, brick veneer siding, built-up roof, and pier and beam foundation. It is depicted upon plat marked "Exhibit E" attached hereto and made a part hereof.

and each unit includes both the portions of the building so described and the airspace so encompassed, excepting the common elements. The individual ownership of each apartment space herein defined shall further include the interior construction, interior dividing walls, partitions, appliances, fixtures and improvements which are intended to exclusively serve such apartment space, such as interior room walls, floors and ceiling covering of finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures, and other separate items or chattels belonging exclusively to such apartment which may be removed, replaced, disposed of or otherwise treated without affecting any other apartment space or the ownership, use or enjoyment thereof. Sixty-four (64) of the individual apartment spaces are two story apartments, having a first floor and a second floor, and in the case of those apartments only, the individual separate feehold estate shall include all of the space between the ceiling of the first floor rooms and the floor of the second floor rooms, and any structures contained in such space. None of the land in this project on which any apartment building is located shall be separately owned, and all land in this project shall constitute part of the "general common elements" of the property as hereinafter defined, and shall be owned in common by the owners of the apartment units in this condominium project.

(b) The "general common elements" of the property as described and defined in paragraph 11. below, and the respective undivided interest therein of each owner of an individual apartment space, shall constitute a feehold estate; and it is hereby covenanted and stipulated that each such undivided interest in the general common elements shall be held and owned together with and may not be sold, conveyed or otherwise disposed of or encumbered separate from the individual apartment to which it is allocated.

2. For the purposes of this Declaration, the ownership of each "apartment space" shall include the apartment space itself, and the respective undivided interest in the general common elements allocated to the apartment space, and such apartment space, and undivided interest in the general common elements shall together constitute an apartment space.

3. The legal description of the land, known as the project tract of land, which together with all improvements thereon is hereby submitted to said condominium regime, is situated in Harris County, Texas, and is more fully described as follows:

- Being a 8.5038 acre tract of land out of the J. H. Black Survey, Abstract 134, Houston, Harris County, Texas as particularly described in metes and bounds as follows:
BEGINNING at a point in the South line of Bissonet Street at the intersection of the East line of Braeburn Valley Drive;
THENCE North 60 degrees 25 minutes 03 seconds East 440.88 feet along the South line of Bissonet Street to a point for corner;
THENCE South 25 degrees 54 minutes 47 seconds East 284.25 feet to a point;
THENCE South 08 degrees 09 minutes 07 seconds East 335.85 feet to a point;

(F) Building F. - This building has two stories and contains fifteen two-story apartments; it has 16,475 square feet of floor space within the apartments; it is constructed of wood framing, brick veneer siding, built-up roof and pier and beam foundation. It is depicted upon plat marked "Exhibit F" attached hereto and made a part hereof.

(G) Building G. - This building has two stories and contains six two-story apartments; it has 5081 square feet of floor space within the apartments; it is constructed of wood framing, brick veneer siding, built-up roof and pier and beam foundation. It is depicted upon plat marked "Exhibit G" attached hereto and made a part hereof.

(H) Building H. - This building has two stories and contains twelve two-story apartments, six of which are on the first floor and six of which are on the second floor; it has 6,844 square feet of floor space within the downstairs apartments, which are numbered 65, 67, 69, 71, 73 and 75 and 6827 square feet of floor space within the upstairs apartments, which are numbered 66, 68, 70, 72, 74 and 76. This building is depicted upon a plat marked "Exhibit H" attached hereto and made a part hereof, and is constructed of wood framing, brick veneer siding, built-up roof and pier and beam construction.

(I) Building I. - This building has two stories and contains eight one-story apartments, four of which are on the first floor and four which are on the second floor; it has 4,708 square feet of floor space within the downstairs apartments, which are numbered 77, 79, 81 and 83 and 4654 square feet of floor space within the upstairs apartments, which are numbered 78, 80, 82 and 84. This building is depicted upon a plat marked "Exhibit I" attached hereto and made a part hereof, and is constructed of wood framing, brick veneer siding, built-up roof and pier and beam construction.

(J) Building J. - This building has two stories and contains four one-story apartments, two of which are on the first floor and two of which are on the second floor; it has 2,380 square feet of floor space within the downstairs apartments, which are numbered 85 and 87, and 2,372 square feet of floor space within the upstairs apartments, which are numbered 86 and 88. This building is depicted upon a plat marked "Exhibit J" attached hereto and made a part hereof, and is constructed of wood framing, brick veneer siding, built-up roof and pier and beam construction.

(K) Building K. - This building has two stories and contains four one-story apartments, two of which are on the first floor and two of which are on the second floor; it has 1,940 square feet of floor space within the downstairs apartments, which are numbered 89 and 91, and 1,946 square feet of floor space within the upstairs apartments, which are numbered 90 and 92. This building is depicted upon a plat marked "Exhibit K" attached hereto and made a part hereof, and is constructed of wood framing, brick veneer siding, built-up roof and pier and beam construction.

(L) Building L. - This building has two stories and contains four one-story apartments, two of which are on the first floor and two of which are on the second floor; it has 1,940 square feet of floor space within the downstairs apartments, which are numbered 93 and 95, and 1,946 square feet of floor space within the upstairs apartments, which are numbered 94 and 96. This building is depicted upon a plat marked "Exhibit L" attached hereto and made a part hereof, and is constructed of wood framing, brick veneer siding, built-up roof and pier and beam construction.

6. The one-hundred-one individual apartment spaces hereby established and which shall be individually conveyed and owned

each have a direct exit to a thoroughfare or to a given common space, leading to a thoroughfare, and they are fully described in Paragraph 10 of this Enabling Declaration.

7. There are attached to this Declaration and made a part hereof, plans of each floor of each of the one hundred one apartment units, which plans depict the descriptive data set out in Paragraph 13 for each apartment and also show the letter of the building and the number of the floor thereof to which they pertain and the identification number of each apartment shown thereon, and which plans are marked and designated as Exhibits "A-1" through "A-12" for Building A, "B-1" through "B-12" for Building B, "C-1" through "C-12" for Building C, "D-1" through "D-12" for Building D, "E-1" through "E-12" for Building E, "F-1" through "F-12" for Building F, "G-1" through "G-12" for Building G, "H-1" through "H-12" for Building H, "I-1" through "I-12" for Building I, "J-1" through "J-12" for Building J, "K-1" through "K-12" for Building K, and "L-1" through "L-12" for Building L.

8. Carport Buildings. There are 138 carports, all of which are attached to or are a part of Buildings A through L. They are shown on the Plot Plan, Exhibit AA and also on the floor plans of each individual building, Exhibits A through L. Carports are constructed of steel posts with corrugated metal roofing, except that in Building K, where a portion of the building is the roof over the carports, there being apartments over these carports.

9. The carports shall be limited common elements, with one or more of the carports being a limited common element for the exclusive use of each of the 101 apartment spaces. Each has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare.

10. There is attached to this Declaration and made a part hereof Exhibits A through L, upon which each carport is depicted and showing an identification number for each carport, which identification number indicates the apartment number of which said carport is a limited common element, reference to which said Exhibits A through L is hereby made for such purpose. Said carports are also shown on Exhibit AA.

11. The "general common elements" of the property and of this project include and are defined as all of the project land above described, and the buildings, structures and improvements thereon, have and except the one hundred one individual apartment units contained in said multiple unit apartment buildings, which are to be individually and separately owned, and specifically include, but is not limited to, all land, building foundations, bearing walls and columns, roofs, halls, lobbies, stairways, patios, balconies, entrances, exits or communication ways, basements, yards, gardens, club rooms, washbasins, swimming pools, utility buildings, or rooms, storage areas, manager's office, pavement, streets, sidewalks, pipes, wires, conduits, air conditioning and heating equipment and other facilities serving the project, parking spaces and carports, and the other elements or items herein or in said Act defined as common elements of the property, and in general, such common elements shall consist of all land and improvements and appurtenances of every type thereon, existing and equipment spaces which are to be individually and separately conveyed and owned.

12. The following portions of the general common elements are hereby set aside and allocated for the restricted use of the respective apartment spaces, and said elements shall be known, only insofar as the use thereof is concerned, as "limited common elements", but such restriction as to use shall not affect the ownership of same, and the same shall be owned as part of the general common elements, to-wit:

a. All carports described in Paragraphs 8, 9 and 10 above;

b. All air-conditioning and heating units, each of which are located outside of the apartment which it serves. These air-conditioning and heating units are each identified by a number, 1 through 101, painted upon each unit, which numbers identify the particular apartment space which such unit serves, said numbers being coincident with such apartment number. It shall be the responsibility of each apartment owner to repair and maintain the air-conditioning and heating unit or units which serve the apartment which he or she owns.

c. All entranceways, stairways and other parts or portions of the twelve apartment buildings identified on Exhibits A-1 through L-12 and K-12 as being a limited common element for the restricted use of an apartment or apartments shown on Exhibits A-1 through L-12 and K-12.

d. All balconies and patios identified on Exhibits A-1 through L-12 and K-12 as being a limited common element for the restricted use of an apartment or apartments shown on Exhibits A-1 through L-12 and K-12.

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13. The undivided title and interest of each owner of an apartment space in the general common elements of the property defined in Paragraph 11 above, and their proportionate share in the common expenses of said general common elements, as well as the proportionate representation for voting purposes in the meetings of the Council of Co-Owners of the property, shall be that percentage which the total square feet contained in the floor area of such apartment (exclusive of balconies and patios) is of the total square feet contained in the floor area of all apartment spaces in the project (exclusive of balconies and patios). Such percentages, together with other information in each apartment, a description of each apartment, the building in which such apartment is located, and the Exhibit Number to this Enabling Declaration showing the location and dimensions of each apartment is shown in the following columns.

In these columns, the column numbers are identified and stand for the following:

- Column 1 - Apartment Number
- Column 2 - Type of apartment
- Column 3 - Building in which apartment is located
- Column 4 - Number of square feet in the apartment
- Column 5 - Percentage of ownership of the general common elements and voting representation
- Column 6 - Exhibit number of plot on which apartment is depicted

1	2	3	4	5	6
1	3 bedrooms, 2 bath, den, two-story	A	1,673	1.0480	A-1
2	2 bedrooms, 1 1/2 bath, two-story	A	1,028	.9154	A-2
3	2 bedrooms, 1 1/2 bath, two-story	A	1,028	.9153	A-3
4	2 bedrooms, 1 1/2 bath, two-story	A	1,030	.9063	A-4
5	2 bedrooms, 1 1/2 bath, two-story	A	1,028	.9054	A-5
6	3 bedrooms, 2 bath, two-story	A	1,370	1.2054	A-6
7	3 bedrooms, 2 bath, two-story	A	1,350	1.1875	A-7
8	2 bedrooms, 1 1/2 bath, two-story	A	1,021	.9072	A-8
9	2 bedrooms, 1 1/2 bath, two-story	A	1,034	.9098	A-9
10	2 bedrooms, 1 1/2 bath, two-story	A	1,026	.9116	A-10
11	2 bedrooms, 1 1/2 bath, two-story	A	1,022	.9080	A-11
12	3 bedrooms, 2 bath, den, two-story	A	1,555	1.5410	A-12
13	3 bedrooms, 2 bath, den, two-story	B	1,873	1.5480	B-13
14	2 bedrooms, 1 1/2 bath, two-story	B	1,024	.9010	B-14
15	2 bedrooms, 1 1/2 bath, two-story	B	1,028	.9123	B-15
16	2 bedrooms, 2 bath, den, two-story	B	1,555	1.5410	B-16
17	3 bedrooms, 2 bath, den, two-story	C	1,871	1.5463	C-17
18	2 bedrooms, 1 1/2 bath, two-story	C	1,021	.8984	C-18
19	2 bedrooms, 1 1/2 bath, two-story	C	1,016	.8940	C-19

1	2	3	4	5	6
20	2 bedrooms, 1 1/2 bath, two-story	C	1,016	.8940	C-20
21	2 bedrooms, 2 bath, two-story	C	1,348	1.1861	C-21
22	3 bedrooms, 2 bath, two-story	C	1,360	1.1878	C-22
23	2 bedrooms, 1 1/2 bath, two-story	C	1,044	.9160	C-23
24	2 bedrooms, 1 1/2 bath, two-story	C	1,025	.9127	C-24
25	2 bedrooms, 1 1/2 bath, two-story	C	1,005	.8843	C-25
26	3 bedrooms, 2 bath, den, two-story	C	1,869	1.6327	C-26
27	3 bedrooms, 2 bath, den, two-story	D	1,864	1.6401	D-27
28	2 bedrooms, 1 1/2 bath, two-story	D	1,048	.9133	D-28
29	2 bedrooms, 1 1/2 bath, two-story	D	1,020	.9054	D-29
30	2 bedrooms, 1 1/2 bath, two-story	D	1,034	.9098	D-30
31	3 bedrooms, 2 bath, two-story	D	1,361	1.1975	D-31
32	2 bedrooms, 2 bath, two-story	D	1,341	1.1700	D-32
33	2 bedrooms, 1 1/2 bath, two-story	D	1,042	.9160	D-33
34	2 bedrooms, 1 1/2 bath, two-story	D	1,031	.9072	D-34
35	2 bedrooms, 1 1/2 bath, two-story	D	1,034	.9088	D-35
36	3 bedrooms, 2 bath, den, two-story	E	1,847	1.6252	E-36
37	3 bedrooms, 2 bath, den, two-story	E	1,861	1.6375	E-37
38	2 bedrooms, 1 1/2 bath, two-story	E	1,040	.9151	E-38
39	2 bedrooms, 1 1/2 bath, two-story	E	1,030	.9142	E-39
40	2 bedrooms, 1 1/2 bath, two-story	E	1,019	.8966	E-40
41	2 bedrooms, 1 1/2 bath, two-story	E	1,042	.9168	E-41
42	2 bedrooms, 1 1/2 bath, two-story	E	1,035	.9167	E-42
43	3 bedrooms, 2 bath, den, two-story	E	1,861	1.6375	E-43
44	4 bedrooms, 2 bath, den, two-story	F	2,009	1.8204	F-44
45	2 bedrooms, 1 1/2 bath, two-story	F	1,009	.9054	F-45
46	2 bedrooms, 1 1/2 bath, two-story	F	1,027	.9036	F-46
47	2 bedrooms, 1 1/2 bath, two-story	F	1,013	.8913	F-47
48	2 bedrooms, 1 1/2 bath, two-story	F	1,029	.9054	F-48
49	2 bedrooms, 1 1/2 bath, two-story	F	1,024	.9088	F-49
50	3 bedrooms, 1 1/2 bath, two-story	F	1,328	.9043	F-50
51	2 bedrooms, 1 1/2 bath, two-story	F	1,041	.9160	F-51
52	2 bedrooms, 1 1/2 bath, two-story	F	1,023	.9001	F-52

1	2	3	4	5	6
53	2 bedrooms, 1 bath, two-story	F	1,051	.9248	F-53
54	2 bedrooms, 1 bath, two-story	F	1,030	.9116	F-54
55	2 bedrooms, 1 bath, two-story	F	1,023	.9001	F-55
56	2 bedrooms, 1 bath, two-story	F	1,029	.9054	F-56
57	2 bedrooms, 1 bath, two-story	F	1,027	.9036	F-57
58	2 bedrooms, 1 bath, two-story	F	1,016	.8940	F-58
59	2 bedrooms, 1 bath, two-story	G	1,016	.8940	G-59
60	2 bedrooms, 1 bath, two-story	G	1,010	.8887	G-60
61	2 bedrooms, 1 bath, two-story	G	1,010	.8887	G-61
62	2 bedrooms, 1 bath, two-story	G	1,010	.8887	G-62
63	2 bedrooms, 1 bath, two-story	G	1,055	.8107	G-63
64	2 bedrooms, 1 bath, two-story	G	1,010	.8887	G-64
65	2 bedrooms, 2 bath, one-story	H	1,269	1.1168	H-65
66	2 bedrooms, 2 bath, one-story	H	1,271	1.1193	H-66
67	2 bedrooms, 1 bath, one-story	H	1,081	.9512	H-67
68	2 bedrooms, 1 bath, one-story	H	1,084	.9538	H-68
69	2 bedrooms, 1 bath, one-story	H	1,077	.9476	H-69
70	2 bedrooms, 1 bath, one-story	H	1,083	.9553	H-70
71	2 bedrooms, 1 bath, one-story	H	1,070	.9416	H-71
72	2 bedrooms, 1 bath, one-story	H	1,074	.9450	H-72
73	2 bedrooms, 1 bath, one-story	H	1,087	.9564	H-73
74	2 bedrooms, 1 bath, one-story	H	1,068	.9397	H-74
75	2 bedrooms, 2 bath, one-story	H	1,260	1.1087	H-75
76	2 bedrooms, 2 bath, one-story	H	1,287	1.1148	H-76
77	2 bedrooms, 2 bath, one-story	I	1,239	1.1079	I-77
78	2 bedrooms, 2 bath, one-story	I	1,264	1.1123	I-78
79	2 bedrooms, 1 bath, one-story	I	1,045	.9547	I-79
80	2 bedrooms, 1 bath, one-story	I	1,047	.9568	I-80
81	2 bedrooms, 1 bath, one-story	I	1,110	.9767	I-81
82	2 bedrooms, 1 bath, one-story	I	1,053	.9363	I-82
83	2 bedrooms, 2 bath, one-story	I	1,254	1.1034	I-83
84	2 bedrooms, 2 bath, one-story	I	1,200	1.1087	I-84

The above percentages fixing the undivided interest of each apartment owner in the general common elements and his share of the common expenses and voting representation cannot be changed except by the written consent of each and every owner and mortgagee of an apartment unit in this condominium project, duly executed, acknowledged and filed for record as a partial amendment to this Declaration; and said consent, its successors, assigns and grantees, and their successors, heirs, executors, administrators, devisees and grantees, hereby covenant and agree that the elements constituting an apartment unit in the individual apartment and the undivided interest in the general common elements allocated to it, shall not be separated or separately sold, conveyed or otherwise disposed of or encumbered, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective apartment space or spaces even though the description in the instrument of conveyance or encumbrance may refer only to the fee title of the "apartment space".

14. Said Grantor, its successors and assigns, by this Declaration, and all future owners, lessees, tenants or other occupants of the apartment units in this project, by their acceptance of their deeds, leases, rental agreements or possession of any such apartment unit, hereby covenant and agree as follows:

(a) That the common elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for a Condominium Regime. That each co-owner may

use general common elements in accordance with the purpose for which they are intended, as shown on the plat or encumbrance in the declaration of the project, without interfering or encroaching upon the lawful rights of the other co-owners.

(b) That the apartment units shall be occupied and used only for residential purposes, as a private dwelling, and that no professional, business or commercial use shall be made of the same. This restriction is for the benefit of all the apartment units in this condominium project and in addition to other rights and remedies available at law or in equity, violation hereof may be enjoined or prevented by suit for injunction at the instance of any owner or owners of other apartment units or the Board of Administration of this Condominium Regime.

(c) The owners of the respective apartment spaces shall not be deemed to separately own the basic structural and supporting portions of the perimeter walls, floors, and ceilings surrounding his respective apartment space, except the floor and ceiling between the first and second floors of a two-story apartment, nor shall such owners be deemed to separately own pipes, wires, conduits, or other public utility lines running through said respective apartment spaces which are utilized for or serve more than one apartment space, but the same shall be used as tenants in common as part of the common elements of the property, however, each apartment owner shall have an easement in the interest of the other owners in and to the aforesaid elements and facilities as shall be necessary for the support, maintenance, use and enjoyment of his apartment; such owner, however, shall be deemed to separately own the walls and partitions which are contained within the perimeter walls of said owner's respective apartment space, and the floors and ceilings and structural members in between between the first and second floors of a two-story apartment, and shall also be deemed to separately own the floors and ceilings and the facelings, fixtures and equipment built or placed in said apartment space for the exclusive service and convenience of such apartment space.

(d) The owners of the respective apartment spaces agree that if any portion of the common elements encroaches upon the apartment space, a valid easement shall be created for any portion of the maintenance of same, as long as it stands, shall and, in the event any portion of any apartment building does exist, in the event any portion of any apartment building is partially or totally destroyed, and then rebuilt or reconstructed, the owners of apartment spaces agree that valid easements shall exist for any resulting encroachment.

(e) The owner of an apartment unit, upon acquisition of same, shall automatically become a member of the Council of Co-Owners of this condominium project, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership shall automatically cease. The Council of Co-Owners shall select from among the owners a Board of Administration consisting of not more than five members, at least three of whom shall be owners and actual occupants of an apartment in the project, who shall serve in such office without pay or compensation for such term as specified in the By-Laws of this condominium project or until their successors are duly elected in accordance with the provisions of such By-Laws. Such Board of Administration shall manage and govern the affairs of the Council of Co-Owners, and it shall have such powers, functions, authority, duties, obligations and responsibilities as shall be specified in said By-Laws and/or as may be delegated to it from time to time by the Council of Co-Owners.

(f) The owners of apartment units agree that the government and administration of the condominium shall be in

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accordance with this Declaration and the By-Laws which are attached hereto as Exhibit "B" and made a part hereof which By-Laws may be amended from time to time by the Council of Co-Owners in accordance with the provisions thereof, and any and all such amendments, duly certified to by the authorized officer of the Board of Administration or other person authorized to execute such certifications of such By-Laws, shall be filed for record as a partial amendment to said Exhibit "B" attached hereto.

(g) That each owner, tenant or occupant of an apartment unit shall comply with the provisions of this Declaration, the By-Laws and the rules and regulations and resolutions of the Council of Co-Owners, an infraction thereof from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover same due, for damages, and/or for injunctive relief.

(h) This Declaration shall not be revoked or any of the provisions hereof amended unless all of the owners of the apartment spaces in this condominium project and all of the mortgagees or beneficiaries of mortgages or deeds of trust covering all of the apartment units unanimously agree to such revocation or amendment by duly recorded instruments, except as hereinafter provided for removal of restrictions requiring occupancy by adults only.

(i) All owners of apartment units in this condominium project are bound and obligated to contribute equitably or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by the By-Laws of this project or by resolution of said Council of Co-Owners, their pro-rata part, in the percentages above fixed and set out for each apartment unit, of the expense of administration, upkeep, maintenance and repair of the general common elements of this project, and in the proper case of the limited common elements, as any and all such common elements as described and defined in this Declaration, and of any other valid expense or charge assessed or levied upon or payable by said unit or units in accordance with the Declaration or said By-Laws, each of which assessments shall become due and payable with 21 days from the date each such assessment is made unless otherwise specified in the By-Laws, and such assessments shall become liens against the respective apartment units for which pro-rata share thereof at the time in said By-Laws. No owner shall be exempt from contributing toward such expenses, charges, costs or assessments by waiver of the use or enjoyment of the common elements, either general or limited, or by abandonment of the apartment belonging to him.

15. All liens for assessments made by the Council of Co-Owners, or by the Board of Administration when authorized to do so as aforesaid, shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior to (1) all liens of record or special assessments levied by the city, county, and state governments or any political subdivision or special district thereof, and (2) liens secured by amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for someone other than the owner of the apartment unit for which such assessment is provided for, without prejudice and subject to the aforesaid prior liens, by suit by the Board of Administration or any authorized officer thereof acting in behalf of the Council of Co-Owners, in the manner as provided in such By-Laws. No such foreclosure shall constitute an inquiry into any such prior liens. The Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners of the apartment unit in this project, shall have power to bid in the apartment unit foreclosed on at the foreclosure sale and to acquire, hold, lease, mortgage and convey the same

In behalf of each Co-Owner, the purchaser acquiring title to such apartment unit at such foreclosure sale, who ever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Council of Co-Owners chargeable to such apartment unit which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of common expenses or assessments, if not fully collected as a result of such sale and from the proceeds of such foreclosure sale, shall be deemed to be common expenses collectible from all of the owners of the apartment units in this project, including such purchaser or acquirer, his successors and assigns on a pro-rata basis to the extent not otherwise collected.

16. The respective apartment units shall not be rented by the owner thereof for transient or hotel purposes, which shall be defined as (a) rental for any period of less than thirty (30) days, or (b) any rental where the owner furnishes the occupant with customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen and bellboy service. Other than the foregoing limitation, the owners of the respective apartment units shall have the absolute right to lease or rent same or part thereof, furnished or unfurnished provided that said lease or tenancy is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws of this condominium. Each apartment space shall be used and occupied only as a single-family dwelling and residential housing accommodation, and no apartment space shall be altered, remodeled, subdivided or used for any other purpose than a dwelling unit or housing accommodation. Apartments 88 through 84, being all of the apartments in Buildings H and I shall not be occupied by any person except as a temporary visitor who is under the age of eighteen (18) years. This restriction may be changed by a recordable writ filed in the office of the County Clerk of Harris County, Texas, signed by the then owners of all of said apartments 88 through 84.

17. Upon the sale or conveyance of an apartment unit, all unpaid assessments against the selling Co-Owner for his pro-rata share of the common expenses and charges shall be first paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (a) Assessments, liens and charges in favor of state and any political subdivision thereof for taxes due and unpaid on the apartment unit; and
- (b) Amounts due under mortgage instruments duly recorded prior to the date payment for such assessments became due.

18. Any purchaser of an apartment unit upon request prior to the purchase shall be entitled to examine the Board of Administration as to the amount of the unpaid assessments and charges against the particular apartment unit to be sold and purchased, and such purchaser shall not be liable for the apartment unit sold be subject to, any lien for any unpaid charge or assessment made by the Council of Co-Owners against the seller of his apartment unit in excess of the amount set forth in said statement for the period covered by such statement.

19. The Council of Co-Owners may, upon resolution of a majority, or if required or provided for in the Declaration or the By-Laws, obtain and continue in effect blanket property

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MAISON DE VILLA
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CONDOMINIUM RECORDS
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insurance to insure the building and the owners thereof against risks of whatever character, without prejudice to the right of each Co-Owner to insure his own apartment on his own account and for his own benefit. Such insurance may be written in the name of the Council of Co-Owners or any person designated in the By-Laws of this Declaration as a trustee for each apartment owner and each apartment owner's mortgage, if any. Each Co-Owner, a beneficiary, even though not expressly named, in the percentages or fractions established in paragraph 13 of this Declaration. The insurance cost and premiums for any blanket insurance coverage shall be a common expense to be paid by monthly or other periodic assessments as determined by the Board of Administration or the Council of Co-Owners, and all such payments collected for insurance shall be used solely for the payment of such insurance cost or premiums as the same become due. Each Co-Owner shall pay his pro-rata share of the cost of such insurance in proportion to his beneficial interest therein to the Board of Administration or Council of Co-Owners; provided, however, that where a Co-Owner is required to pay a periodic deposit to the lending institution holding a first mortgage lien upon the value of his apartment, then the amount of such required deposit shall be credited upon the assessment made by the Board of Administration or Council of Co-Owners for insurance premiums.

20. In case of fire or other disaster or damage to or destruction of any property subject to this Declaration, the insurance proceeds shall be applied or disbursed, and the repair, reconstruction or disposition of such property and the obligations of the Co-Owners shall be as provided for by Sections 20 and 21, and any other pertinent or applicable provisions, of the Texas Condominium Act, which said Sections 20 and 21 are as follows, to-wit:

Sec. 20. In case of fire or any other disaster, the insurance indemnity shall, except as provided in the next succeeding paragraph of this section, be applied to reconstruct the building.

Reconstruction shall not be compulsory where it comprises the whole or more than two-thirds (2/3) of the building as determined by the Council of Co-Owners. In such case, and unless otherwise unanimously agreed upon by the Co-owners, the indemnity shall be delivered pro-rata to the Co-owners or their mortgages, as their interest may appear, entitled to it in accordance with the percentages or fractions set forth in the declaration.

Should it be proper to proceed with the reconstruction, the provisions for such eventuality made in the by-laws shall be observed, or in lieu thereof, the decision of the council of co-owners shall prevail.

Sec. 21. Where the insurance indemnity is insufficient to cover the cost of reconstruction and reconstruction is required by Section 20, the building costs in excess of the insurance proceeds shall be paid by all the co-owners directly affected by the damage, in proportion to the percentages or fractions assigned to their respective apartments, or as may be provided by said by-laws, and if any one or more of those composing the majority shall refuse to make such payments the majority may proceed with the reconstruction at the expense of all the co-owners benefited thereby, upon proper resolution setting forth the circumstances of the case and most of the work.

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DATED AND EXECUTED by the undersigned Grantor this the 31st day of July, 1973.

SOUTHWEST CONDOMINIUM CORPORATION

By: *Clara G. Miller*
Clara G. Miller, its President

Attest:
Walter E. Miller
Secretary

The provisions of this section may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster occurs.

21. If the owner of any apartment unit in this condominium project shall desire to sell his apartment unit and receives an offer for the purchase of same which he is willing to accept, such owner shall not sell such apartment unit without first giving the Board of Administration of this condominium project the right of first refusal to purchase such apartment unit, in behalf of the Council of Co-Owners of this project, for the same price and on the same terms and conditions as stipulated in such offer received. Such right of first refusal shall be given by written notice to the Board of Administration which shall be transmitted by U. S. Registered or Certified mail, with return receipt requested, and shall set out the price, terms and conditions stipulated in said offer received and the name and address of the person making such offer; and such notice shall be deemed given as of the date of such registered or certified mailing as evidenced by the post office receipt therefor. If such Board of Administration shall not elect to purchase said apartment unit for such price and on such terms and conditions specified in said notice within 10 days from date such notice is given, then such owner may sell said apartment unit to the person or persons making such offer, and in such case it shall be the duty and obligation of said Board of Administration to certify in writing, to be duly acknowledged and in recordable form that said selling owner has complied with all the provisions hereof and that such Board of Administration has declined to purchase such apartment unit. The Board of Administration is hereby authorized in its discretion to waive the provisions of this paragraph in respect to any apartment unit or units at any time, provided that such waiver shall be in writing to be duly executed and acknowledged and in recordable form, and whenever any such waiver may be given by the Board of Administration in respect to any apartment unit or units, the owner or owners of such apartment unit or units in respect to which such waiver is given may sell the same without regard to the provisions of this paragraph and without giving the Board of Administration the right of first refusal to purchase the same.

22. All notices, communications, and remittances to the Board of Administration shall be sent to it at its mailing address which may be established from time to time and of which the owners in this project shall be notified.

23. In the event any of the declarations or provisions hereof shall be finally held invalid or unenforceable by any court of competent jurisdiction, the same shall not affect the validity or enforceability of any of the other declarations and provisions hereof. If any declaration or provision herein contained shall be susceptible of two or more interpretations, the interpretation which shall most nearly be in accord with the purposes and intents hereof shall govern.

24. In the event of the omission hereof of any declaration, stipulation or provision which shall be vital, necessary or essential for the accomplishment of the purposes and intent of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all omissions shall be supplied herein by inference and/or reference to the provisions of the Texas Condominium Act under which this Condominium Regime is established and such provisions of such Act are hereby made part hereof by reference thereto.

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STATE OF
COUNTY OF

CONSENT OF MORTGAGEE

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clare G. Kitley, President of Southwest Condominium Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of said corporation and in the capacity therein stated.

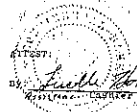
GIVEN under my hand and seal of office this the 31st day of JULY, A.D. 1973.

Clare G. Kitley
Notary Public in and for
County,



The undersigned CONTINENTAL BANK of Houston, Texas, being the holder of an existing mortgage or liens on the property described as the project property in the foregoing Declaration, as such mortgage and lien holder, hereby consents to the recording of said Declaration and submission of said project property to the condominium regime established under the provisions of the Condominium Act of the State of Texas, and agrees that its said mortgage and liens shall be subject to the provisions of said Act and said Declaration and the Exhibits appended thereto.

Signed and attested by the undersigned officers of said mortgage and lienholder, hereunto authorized, this the 30 day of July, 1973.



CONTINENTAL BANK
By: Edwin E. Smith
President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Edwin E. Smith President of CONTINENTAL BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the said CONTINENTAL BANK, a corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 30 day of July, 1973.



John McLaughlin
Notary Public in and for
Harris County, Texas