

GOLF GREEN CONDOMINIUM
HOMEOWNERS ASSOCIATION

Legal Documents

Golf Green Condominium Homeowners Association, Inc.

<u>Condominium Declaration – Phase I</u> Condominium Records (19 sheets) Volume 148, Page 30 to Page 48 County Clerk's File Number J655167 Filed 08/17/1984	53 pages \$ 7.95
Declaration	21 pgs \$3.15
Exhibit A – Land Description	02 pgs \$.30
Exhibit B1 to B8 – Plot Map	09 pgs \$1.35
Exhibit C – Percentage of Ownership	02 pgs \$.30
Exhibit D – Bylaws	17 pgs \$2.55
Exhibit E – Metes and Bounds	02 pgs \$.30
 <u>First Amendment to Declaration (Correction)</u> Condominium Records (2 sheets) Volume 149, Page 1 to Page 2 County Clerk's File Number J712429 Filed 09/27/1984	 06 pages \$.90
 <u>Second Amendment to Declaration</u> Condominium Records (8 sheets) Volume 163, Page 2 to Page 9 County Clerk's File Number N680932 Filed 05/21/1992	 24 pages \$ 3.60
Declaration	16 pgs \$2.40
Exhibit A – Land Description	02 pgs \$.30
Exhibit B - Land Description	02 pgs \$.30
Exhibit C – Percentage of Ownership	04 pgs \$.60
 <u>Third Amendment to Declaration</u> Condominium Records (2 sheets) Volume 164, Page 108 to Page 109 County Clerk's File Number P078967 Filed 02/05/1993	 06 pages \$.90
 <u>Certificate of Corporate Resolution</u> (relating to 3 rd amendment) Real Property Records (2 pages) County Clerk's File Number P078967 Film Code 119-55-1854 to 119-55-1855 Filed 02/08/1993	 02 pages \$.30
 <u>Declaration of Intended Use</u> Condominium Records (1 sheet) Volume 171, Page 81 only County Clerk's File Number S427933 Filed 05/06/1997	 02 pages \$.30

Third Amendment to Declaration (Fourth) 04 pages \$.60
Real Property Records (4 pages)
County Clerk's File Number T058430
Film Code 518-98-2005 to 518-98-2008
Filed 06/03/1998

Secretary's Certificate - Dedicatory Instruments 06 pages \$.90
Real Property Records (6 pages)
County Clerk's File Number V753868
Film Code 551-27-0552 to 0557
Filed 04/25/2002
Certificate 01 pg 0.15
Articles of Incorporation 05 pg 0.75

Secretary's Certificate - Application of Funds 02 pages \$.30
Real Property Records (2 pages)
County Clerk's File Number V753870
Film Code 551-27-0561 to 0562
Filed 04/25/2002

Secretary's Certificate - Violation Assessments 03 pages \$.45
Real Property Records (3 pages)
County Clerk's File Number V753869
Film Code 551-27-0558 to 0560
Filed 04/25/2002

Joint Access Agreement 07 pages \$ 1.05
Real Property Records (7 pages)
County Clerk's File Number W218974
Film Code 559-08-0961 to 559-08-0967
Filed 11/13/2002

Certificate of Corporate Resolution (Rules and Regulations) 12 pages \$ 1.80
Condominium Records (3 sheets)
Volume 185, Page 248 - 250
County Clerk's File Number W231915
Filed 11/19/2002

Certificate of Corporate Resolution (Satellite Dish Policy) 10 pages \$ 1.50
Condominium Records (3 sheets)
Volume 185, Page 250 - 253
County Clerk's File Number W231920
Filed 11/19/2002

137 pages \$ 20.55

CONDOMINIUM DECLARATION

FILED

FOR

Aug 17 2 59 PM '84

GOLF GREEN CONDOMINIUM PHASE I

Quinta Rodriguez
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, MIDAMI CORPORATION, a Texas corporation, hereinafter called "Declarant", is the owner of certain real property and the improvements thereon situated in the County of Harris, State of Texas, which property is more particularly described on the attached Exhibit "A", which by this reference is made a part hereof; and,

WHEREAS, Declarant desires to establish a condominium regime under the Condominium Act of the State of Texas; and,

WHEREAS, Declarant has executed plans for the construction on said property of eight (8) buildings which will contain an aggregate of fifty-two (52) individual apartment-type units, together with other improvements, structures and facilities and appurtenances, which project will be known as GOLF GREEN CONDOMINIUM PHASE I; and,

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the apartment units in the said building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining property which is hereinafter defined and referred to as the general common elements:

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A" and all improvements thereon to the provisions of the Condominium Act of the State of Texas and this Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, assessments, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit of Declarant, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantors, successors, heirs, executors, administrators, devisees and assigns.

1. DEFINITIONS. Unless the context shall expressly provide otherwise:

(a) "Apartment" or "Apartment Unit" means an individual air-space unit which is contained within the perimeter walls, floors and ceilings of a building, as shown on the Map.

(b) "Condominium Unit" means one individual air-space unit together with the interest in the general common elements appurtenant to such unit.

(c) "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

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

(1) The land on which the buildings are located;

(2) The foundations, columns, girders, beams, supports, main walls and roofs;

(3) The yards, gardens, unassigned parking areas, fences, unassigned storage areas, streets, service drives, walks, halls, lobbies, stairways, entrances, exits, communication-ways, service assessments, recreation areas, laundry rooms, boiler rooms, mechanical rooms, swimming pool and club house, if any;

(4) The installations consisting of the equipment and materials making up central services such as power, light, gas, water and the like;

(5) All other structures, facilities and equipment located on the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

(6) Parking spaces not yet designated with an assigned number and described on the condominium Map attached hereto as unassigned parking spaces; provided, however, the Association is hereby expressly given the right at any time and from time to time to assign and to charge a fee for the use, pending assignment, of any unassigned parking space to any owner, and to retain all sums received therefor; and provided, further, coincidental with the permanent assignment of any unassigned parking space, the condominium map attached hereto shall be amended without the consent of any other owner for the purpose of designating any such parking space with a number assigned to the apartment number, and thereafter such parking space shall be a limited common element appurtenant to such apartment.

(a) "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of the owner of a condominium unit or the owners of certain condominium units, which may include such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, entryways and all associated fixtures and structures therein, as lie outside the condominium unit boundaries; garage parking areas, balconies, stairways, storage spaces, patios and stairway corridors, if any, indicated on the Map as appurtenant limited elements to a specific unit or units only shall also be deemed limited common elements.

(f) "Entire Premises" or "Property" means and includes the land, the buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto, which are hereby or may hereafter be submitted to the Condominium Regime.

(g) "Common Expenses" means and includes:

(1) All sums lawfully assessed against the general common elements by the Managing Agent or Board of Managers;

(2) Expenses of administration and management, maintenance, repair or replacement of the General Common Elements (including unpaid special assessments);

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

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

(b) "Association of Unit Owners" or "Association" means a Texas non-profit corporation, which corporation shall govern the administration of this condominium property, the members of which shall be all of the owners of the condominium units.

(i) "Map", "Survey Map" or "Plans" means and includes the engineering survey of the land locating thereon all of the improvements, the floor and elevation plans of the buildings and any other drawing or diagrammatic plan depicting a part of or all of the improvements, same being herewith filed, consisting of eight (8) sheets labelled Exhibits B-1 through B-8 and incorporated herein.

(j) "First Mortgagee" means the holder of a first mortgage lien on any condominium unit.

2. CONDOMINIUM MAP. The Map shall be filed of record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any condominium unit. Such Map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by Declarant; (3) the exterior boundaries and number of each apartment unit, expressing its square footage and any other data necessary for its identification, which information will be depicted by a plat of such floor of each building showing the letter of the building, the number of the floor and the number of the apartment unit; (4) the location of the limited common elements; and (5) the elevations of the unfinished interior surfaces of the floors and ceilings, as established from a datum plane.

Declarant reserves the right to amend the Map, from time to time, to conform the same according to the actual location of any of the improvements and to establish, vacate and re-allocate easements, access road easements and on-site parking areas.

3. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS. The real property is hereby divided into the following separate fee simple estates:

(a) Fifty-two (52) fee simple estates consisting of fifty-two (52) separately designated apartment units, each such apartment unit identified by number and by building letter on the Map.

(b) Subject to change in interest attributable to additions to the Condominium Regime of additional "Phases" and "Units" as set forth in Article 34 hereof, the remaining portion of the entire premises, referred to as the general common elements, which shall be held in common by the owners (and owners of any subsequent phase hereafter added pursuant to Article 34 hereof), each such interest being an undivided percentage interest in the general common elements equivalent to the number of square feet in each apartment unit divided by the total number of square feet within all apartments located on the premises, and on any phases which may be added pursuant to Article 34 hereof, and each such individual interest being appurtenant to one of the apartment units covered hereby or hereafter included pursuant to Article 29 hereof. Each unit owner's undivided percentage interest in the common elements and the corresponding minimum interest subject to diminution pursuant to the provisions of Article 34 are set forth on Exhibit "C" attached hereto.

4. COMMON ELEMENTS. A portion of the properties is set aside and reserved for the exclusive use of individual owners, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the individual owners are the garage parking spaces, patio spaces, stairways, storage spaces, balconies and stairway corridors, if any, which are shown on the Map. Such limited common elements are allocated and assigned by the Declarant to the respective condominium units as indicated on Exhibits 3-1 through 3-8, inclusive, hereto attached, the carport parking spaces assigned to each apartment unit being designated by the apartment unit number, the patio, if any, assigned to each apartment unit being designated by the apartment unit number preceded by the prefix "P", and in like manner, the balcony, if any, assigned to each apartment unit being designated by the apartment unit number preceded by the prefix "B" the storage space, assigned to each apartment unit being designated by the apartment unit number preceded by the prefix "S". At least one carport parking space shall be permanently assigned to each apartment unit. Such limited common elements shall be used in connection with a particular apartment unit or units to the exclusion of the use thereof by the other owners except by invitation. Portions of the common area are intended as recreation areas. Reasonable regulations governing the use of said recreational areas by owners and by their guests and invitees shall be promulgated by the Declarant and by the Board of Managers after same has been elected and by Managing Agent. Such regulations shall be permanently posted in said recreational areas and all Owners shall be furnished with a copy thereof. Each owner shall be required strictly to comply with said rules and regulations and shall be responsible to

the Board of Managers for the compliance therewith by members of his or her family, relatives, guests or invitees, both minor and adult.

5. INSEPARABILITY OF A CONDOMINIUM UNIT. Each apartment unit and the undivided interest in and to the general common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit.

6. DESCRIPTION OF CONDOMINIUM UNIT. Every deed, lease, mortgage, trust deed or other instrument may legally describe a condominium unit by its identifying apartment unit number and building symbol or designation as shown on the Map, followed by the words "COLF GREEN CONDOMINIUM PHASE I" and by a reference to this recorded Declaration and the Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the general common elements and all limited common elements which are appurtenant to such units as provided herein.

7. SEPARATE ASSESSMENT AND TAXATION. Declarant shall give written notice to the assessor of the creation of condominium ownership of this property, as is provided by law, so that each apartment unit and its undivided interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.

8. OWNERSHIP-TITLE. A condominium unit will be held and owned in fee simple estate and may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

9. NON-PARTITIONABILITY OF COMMON ELEMENTS. The general common elements shall be owned in common by all of the owners of the apartment units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Subject to the provisions of paragraph (L) of Article 28, nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

10. OCCUPANCY. Each owner shall be entitled to exclusive ownership and possession of his apartment unit. Each owner may use the general common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners. Nothing shall be altered or constructed on or removed from the common elements, except upon written consent of the Board of Managers.

11. USE. Each apartment unit shall be occupied and used by the owner only as and for a residential dwelling for the owner, his family, his social guests or his tenants.

12. EASEMENTS AND ENCROACHMENTS. If any portion of the general common elements encroaches upon an apartment unit or apartment units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of an adjoining apartment unit or apartment units encroaches upon the general common elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment(s) and easement(s) shall not be considered or determined to be encumbrances either on the general common elements or the apartment units.

13. TERMINATION OF MECHANIC'S OR MATERIALMAN'S LIENS AND INDEMNIFICATION. Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in an apartment 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 lien against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the apartment unit of any other owner or against the general common elements for construction performed or for labor, materials, services or other products incorporated in the owner's apartment unit at such owner's request.

14. ADMINISTRATION AND MANAGEMENT - MANAGING AGENT. The administration of this condominium property shall be governed by By-Laws of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, hereinafter referred to as the "Association". A copy of the By-Laws is attached hereto, marked Exhibit "D" and incorporated herein; and same shall be deemed adopted by Declarant as sole owner of the property herein described, and all owners shall be bound thereby. "Association", as used herein, shall refer to the member owners as a group. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Managing Agent shall be MIDANI CORPORATION, whose address is 2401 Fountainview, Suite 810, Houston, Texas, 77057, and the Managing Agent shall perform all of the duties of the Board of Managers and shall have and exercise all of the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Managers and other officers of the Association, until the expiration of five (5) years from the date this Declaration is filed of record or within four (4) months after seventy-five percent (75%) of the apartments shall be sold to owner/occupants, whichever first occurs, which period is hereafter referred to as the "sale and development period". Nothing contained in this Article 14 shall be construed to prevent the Managing Agent from relinquishing the control and responsibility for the administration and management of the regime to the Board of Managers prior to the end of such sale and development period.

15. ACCESS FOR MAINTENANCE AND REPAIR. The owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each apartment unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another apartment unit or apartment units.

16. OWNER'S RESPONSIBILITY FOR MAINTENANCE OF APARTMENT UNIT. An owner shall maintain and keep in repair the interior and patio and/or balcony space of his own apartment unit, including the fixtures thereof. All fixtures and equipment, including the heating and air-conditioning system, installed within the apartment unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the apartment unit shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air-conditioning compressor, fans, ductwork, heating unit, cooling coils and water-heating unit utilized in and for his apartment unit, as well as all other fixtures (including the garage door opener) situated within or installed into the limited common elements appurtenant to such apartment unit; and an owner shall be obligated to promptly repair and replace any broken or cracked windows, doors or glass therein that might be so broken or cracked. Notwithstanding anything to the contrary contained in this Article 16, an owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever the exterior appearance of his apartment unit.

An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his apartment unit, nor shall such owner be deemed to own the utilities running through his apartment unit which are utilized or or serve more than one apartment unit, except as a tenant in common with the other owners. An owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing materials.

17. INTERFERENCE WITH STRUCTURAL SOUNDNESS OF BUILDING. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No owner shall in any way alter, modify, add to or otherwise perform any work whatsoever upon any of the common elements, save with written consent of the Board of Managers first obtained.

18. DIMENSIONS. It is expressly agreed, and each and every purchaser of an apartment, his heirs, executors, administrators, assigns, successors and

grantees hereby agree, that the square footage, size and dimensions of each apartment unit as set out in this Declaration or in said survey plats attached as exhibits hereto are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent or guarantee that any apartment unit actually contains the area, square footage or dimensions shown by the plat thereof. Each purchaser of an apartment unit hereby expressly waives any claim or demand which he may have against Declarant or any other person whomsoever on account of any difference, shortage or discrepancy between the apartment unit as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the apartment unit or of any apartment unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, arising or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building.

19. COMPLIANCE WITH PROVISIONS OF DECLARATION AND BY-LAWS. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Managing Agent or Board of Managers on behalf of the owners or, in proper case, by an aggrieved owner.

20. ASSESSMENTS FOR COMMON EXPENSES - UTILITIES - INSURANCE. The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent or Board of Managers of the Association shall from time to time determine is to be paid by all of the owners, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include, among other things, cost of management, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in the amount of the maximum replacement value of all of the condominium units, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, electricity charges, gas charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general common elements. The limited common elements shall be maintained as general common elements and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of the owners from the obligation to pay.

During the sale and development period, as provided in Paragraph 14 hereof, the Declarant shall be responsible for the difference between the cost of maintenance and assessments received from the Unit Owners of each building until all units in said building have been completed, as defined herein, or until the estimated operating expenses are accurately determined, or until Declarant transfers responsibility for said maintenance to the Association, as provided in Paragraph 14 hereof, whichever first occurs. So long as Declarant is responsible for the maintenance of a building, as provided herein, Declarant shall not be limited to the regular monthly assessment for any units owned by Declarant in said building. With respect to the buildings which Declarant is responsible for maintaining, as provided herein, said maintenance shall be at the level of maintenance established by the Managing Agent or the Board of Managers. During the Declarant control period, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. After the sale and development period is terminated, Declarant shall pay the regular monthly assessment for each unit or units it owns. In no event shall Declarant's liability for assessments be less than required by the Act.

Taxes are not part of the common expenses except as otherwise provided in Article 20 hereof.

Each owner shall pay for his own utilities which are separately metered on and billed to each unit by the respective utility companies. Utility expenses which are not separately billed or metered shall be part of the common expenses and each unit owner shall pay his prorata share thereof as in the case of other common expenses.

The Managing Agent or Board of Managers shall obtain and maintain at all times insurance of the type and kind provided hereinabove, and including for such other risks, or a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other apartment unit or condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association the insured, as a trustee for the owners of the condominium units, which policy or policies shall identify the interest of each condominium unit owner and which shall provide for a standard non-contributory mortgagee clause in favor of each first mortgagee. It shall also provide that it cannot be cancelled or substantially modified, including cancellation for nonpayment of premium by either the insured or the insurance company until thirty (30) days prior written notice to each first mortgagee. Said Managing Agent or Board of Managers shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor. If possible, and if required, the Managing Agent or Board of Managers shall obtain the following special endorsements: Agreed Amount and Inflation Guard Endorsement, Demolition Cost Endorsement, Contingent Liability from Operating of Building Laws Endorsement, Increased Cost of Construction Endorsement and Steam Boiler Coverage Endorsement (providing at least \$50,000.00 coverage for each accident). All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligency or non-compliance with any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspending and shall remain in full force and effect. Further, insurance coverage obtained and maintained pursuant to the requirements of this paragraph shall provide that such insurance coverage may not be brought into contribution with insurance purchased by the owners of the condominium units or their mortgagees.

Each owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to the owner, and casualty and public liability insurance coverage within each individual unit, are specifically made the responsibility of the owner thereof.

21. OWNER'S OBLIGATION FOR PAYMENT OF ASSESSMENTS. All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet the common expenses. The assessments shall be made pro rata according to each owner's undivided interest in and to the general common elements. Assessments for the estimated common expenses shall be due monthly in advance on or before the fifth (5th) day of each month. Failure to pay by the tenth (10th) day of each month shall require the imposition and assessment of a late charge of \$10.00.

Contribution for monthly assessments shall be prorated if the ownership of a condominium unit commences on a day other than on the first day of a month.

In addition to the regular monthly assessments authorized by this Declaration or by the By-Laws, the Managing Agent or the Board of Managers may levy in any fiscal year a special assessment or assessments applicable to that fiscal year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of

a described capital improvement constituting or to constitute part of the common elements, including the necessary fixtures and personal property related thereto, or for the purpose of any movable or personal property for the common use of all the owners, or for such other purpose or purposes as the Managing Agent or the Board of Managers may consider appropriate and for the common benefit of all of the owners in proportion to their ownership interest in the common elements in the common elements as set out in this Declaration; provided, however, that no such special assessment shall become effective until the same has received the affirmative vote of at least two-thirds (2/3rds) of the total votes cast, in person or by proxy, at a special meeting of the members of the Association to be called for the purpose of such vote, notice of which special meeting shall be given to each member in accordance with the provisions of the By-Laws regarding notices of special meetings. At any such meeting the members may, by the required affirmative vote aforesaid, amend or modify any such assessment prepared by the Managing Agent or the Board of Managers. The pro rata part and share of each owner of any such special assessment shall be due and payable as provided in the resolution adopting or approving any such special assessment. It is understood that all owners shall be personally obligated to pay such special assessments.

22. WAIVER OF USE OF GENERAL COMMON ELEMENTS OR ABANDONMENT OF APARTMENT UNIT BY OWNER. No owner may exempt himself from liability for this contribution towards the common expenses by waiver of the use or enjoyment of any of the general common elements, or by abandonment of his apartment unit.

23. ASSESSMENT LIEN. All sums assessed by either regular or special assessments but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereon at fifteen (15%) percent per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only for:

(a) Tax and special assessment liens in favor of any government and taxing authority, and

(b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such a lien.

To evidence such lien, the Board of Managers or Managing Agent may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice shall be signed by one of the Board of Managers or by the Managing Agent and may be recorded in the Office of the County Clerk of Harris County, Texas. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice of claim thereof. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The owner shall also be required to pay to the Association a reasonable rental for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

The amount of the common expenses assessed against each condominium unit shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each unit to secure payment of a common assessment or special assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees,

shall be chargeable to the owner in default. Such lien shall be subordinate and inferior to those liens listed in (a) and (b) above.

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

The lien of the assessments provided for herein shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the owner of any condominium unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such unit. Sale or transfer of any unit shall not affect the assessment lien; provided, however, that the sale or transfer of any condominium unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer. No sale or transfer shall relieve such condominium unit or the owners thereof from liability for any assessments thereafter becoming due or from the lien thereof.

Each owner, by acceptance of a deed to the condominium unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

24. STATEMENT OF INDEBTEDNESS - JOINT LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT. Upon payment to the Association of a reasonable fee not to exceed Twenty-five Dollars (\$25.00) and upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Managing Agent or Board of Managers, shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for the prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment to the Association of a reasonable fee not to exceed Twenty-five Dollars (\$25.00) and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the amount of the unpaid assessment, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit. The provisions set forth in this Article 24 shall not apply to initial sales of the units by Declarant.

25. MORTGAGING A CONDOMINIUM UNIT - PRIORITY. Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create a second mortgage on the following conditions: (1) That any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for

common expenses and other payments created by this Declaration and the By-Laws; (2) That the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request by the Association.

26. ASSOCIATION AS ATTORNEY-IN-FACT. This Declaration makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. their true and lawful attorney in their names, place and stead, for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the owners and all First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed. Repair and reconstruction of the improvement(s), as used in the succeeding subparagraphs, means restoring the improvement(s) to substantially the same condition in existence prior to the damage with each unit and common elements having the same vertical and horizontal boundaries as before.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than two-thirds (2/3rds) of all of the general common elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense made pro rata according to each owner's percentage interest in and to the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or reconstruction of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 23. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

(1) For payment of taxes and special assessment liens in favor of any assessing entity;

- (2) For payment of the balance of the lien of any First Mortgage;
- (3) For payment of unpaid common expenses;
- (4) For payment of junior liens and encumbrances in order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If more than sixty-six and two-thirds percent (66-2/3%) of all of the general common elements, not including land, are destroyed or damaged, and if the owners representing an aggregate ownership of at least sixty-seven percent (67%) of the condominium units do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the consent of at least fifty-one percent (51%) of the First Mortgagees, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Associations' president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the map and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each unit owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into individual separate accounts, plus any annexed units, each such account representing one of the condominium units in the total project. Each such account shall be in the name of the Association and shall be further identified by the number of the apartment unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the condominium unit represented by such separate account. There shall be added to each such account the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this Article 26.

If the owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the condominium units adopt a plan for reconstruction, which plan has the approval of at least fifty-one percent (51%) of the first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro rata according to each owner's interest in the general common elements and shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit but will be subordinate to any prior recorded first mortgage lien and may be enforced and collected as is provided in Article 23. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association as attorney-in-fact for the same

purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this Article 26.

(d) The owners representing an aggregate ownership interest of sixty-seven percent (67%) of the condominium units, or more, may agree that the general common elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, the expense thereof shall be payable by all of the owners as common expenses.

(e) The owners representing an aggregate ownership interest of one hundred percent (100%) of the condominium units, with the unanimous consent of all first mortgagees, may agree that the general common elements of the property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president or secretary, the entire premises shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's interest in the general common elements, and such apportioned proceeds shall be paid into individual separate accounts, plus any annexed units, each such account representing one condominium unit. Each such account shall be in the name of the Association and shall be further identified by the number of the condominium unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this Article 26.

(f) Any reconstruction, restoration or repair of the project shall be performed substantially in accordance with this Declaration and the original plans and specifications unless other action is approved by all the affected unit owners and their respective First Lien Mortgagees; provided however, the approval of holders of mortgages on units which have at least fifty-one percent (51%) of the votes of the Association shall in all events be obtained.

27. PERSONAL PROPERTY FOR COMMON USE. Upon the date defined in Article 14 herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the entire premises and furnished by Declarant, which property is intended for the common use and enjoyment of the condominium unit owners and occupants. The Association shall hold title to such property for the use and enjoyment of the condominium unit owners and occupants. No owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the owner's termination of possession of his condominium unit.

28. PROTECTION OF MORTGAGEE.

(a) Notice to Association. An owner who mortgages his apartment shall notify the Board of Managers, giving the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgages of Condominium Units".

(b) Notice of Default. The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within sixty (60) days.

(c) Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

(d) Reserve Fund. The Association shall establish an adequate reserve fund for replacement of common element components and fund the

same by regular monthly payments rather than by extraordinary special assessments. In addition, there shall be established a working capital fund for the initial operation of the condominium project equal to at least two (2) months' estimated common assessments charges for each unit, said deposit to be collected at the closing of the unit sale. Within sixty (60) days after the closing of the first unit, the Declarant shall pay each unsold unit's share of the working capital fund to the owner's association. The Declarant may reimburse itself for the payment into the working capital fund from the proceeds of the sale of the unsold units.

(e) Annual Audits. Upon written request, the Association shall furnish each first mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

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

(g) Leases. No unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such document shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit owner to lease his unit.

(h) Notice of Damage or Destruction. The Association shall furnish the first mortgagees timely written notice of any substantial damage or partial destruction of any unit on which the first mortgagee holds the mortgage if such loss exceeds One Thousand Dollars (\$1,000.00) and of any part of the common elements if such loss exceeds Ten Thousand Dollars (\$10,000.00).

(i) Notice of Condemnation or Eminent Domain. The Association shall furnish the first mortgagees timely written notice of any condemnation or eminent domain proceeding regarding all or any portion of an apartment unit or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings.

(j) Management Agreement. Any management agreement and/or service contract entered into by the Association may be terminated without cause and without payment of a termination fee upon ninety (90) days' or less written notice, and the term of such management agreement will not exceed the period of three (3) years, renewable by agreement of the parties to such agreement for successive one-year periods. In the event of the termination of the management agreement, as provided herein, the Association shall enter into a new management agreement with a new management agent prior to the effective date of the termination of the old management agreement. Any decision to establish self-management by the owners' association shall require the prior consent of owners of units to which at least sixty-seven percent (67%) of the votes are allocated and the approval of first mortgage holders holding mortgages on units which have at least fifty-one percent (51%) of the votes of the Association.

(k) Exemption From Right of First Refusal. When any first mortgagee obtains title to an apartment unit pursuant to the remedies provided in the mortgage, such as foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure, such mortgagee shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged condominium unit which the Association

might have, including, but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the condominium unit.

(l) 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 property and the Board of Managers of the Association.

(m) 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 or pursuant to a deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall not be liable for such unit's unpaid assessments or charges which accrued prior to the acquisition of title to such unit by the holder of such mortgage, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged unit.

(n) 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.

(o) No provision contained in this Declaration shall be construed as giving a condominium unit owner, or any other party, priority over any rights of first mortgagees in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements.

(p) Amendments to Declaration; Approval of Owners and Mortgagees. The consent of the owners of units to which at least sixty-seven percent (67%) of the votes in the association are allocated and the approval of first mortgagees holding mortgages on units which have at least fifty-one percent (51%) of the votes of units subject to mortgages shall be required to add or amend any material provisions to this Declaration or to the By-Laws which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common elements;
- (4) Insurance of fidelity bonds;
- (5) Rights to use of the common areas;
- (6) Responsibility for maintenance and repair of the units and common elements;
- (7) Expansion of the project;
- (8) Boundaries of any unit;
- (9) Convertibility of units into common elements, or common elements into units;
- (10) Leasing of units;
- (11) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his unit;

(12) Any provisions which are for the express benefit of first mortgage holders, insurers or guarantors of first mortgages;

(13) Reallocation of interests in the general or limited common areas, or rights to their use, except as provided for in Article 34 hereof;

(14) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; or

(15) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs.

The consent of Owners of Units to which at least sixty-seven percent (67%) of the ownership interest in the property is allocated (which consent must be obtained at a meeting of the owners) and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven percent (67%) of the votes of the Units subject to Mortgages, shall be required to:

(1) Partition or subdivide any Unit. In addition to the approval of the affected Owner(s) and any first lien mortgage holder(s), if any, must be obtained;

(2) By act or omission, seek to abandon, partition, subdivide, encumber, or transfer the Common Elements, other than the granting of easements for public utilities or other public uses except where a greater percentage is required by the act; or

(3) Use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement or reconstruction of such property, except as provided by statute in the case of substantial loss, and as provided in Article 26.

The consent of the Owners of Units to which at least one hundred percent (100%) of the votes of the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven percent (67%) of the ownership interest in the Units subject to mortgages shall be required to terminate to abandon the condominium status of the property by act or omission, except for different percentages as mandated by the act in the event of a termination due to destruction or condemnation.

Any amendment which would change the percentage or fraction, except as provided in Article 34 herein, will require the consent of Owners of at least sixty-seven percent (67%) of the ownership interest in the property and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, provided that the change of percentage or fraction of ownership must have the approval of each Unit Owner affected by said amendment.

Any amendment to the Declaration must be approved by the requested percentages of ownership interest at a meeting called by the association as long as such meeting is required by law. Should the meeting requirement not be mandated by law, amendments may be effected with the certification by the secretary of the association that the necessary owner approval was obtained or by obtaining the signatures of the owners who hold the request percentage ownerships.

No amendment to the Declaration may alter or destroy a unit or a limited common element without the consent of the owners affected and the owners first mortgagees.

Any First Mortgagee who receives written request to approve additions or amendments to the Declaration or By-Laws, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request.

(q) Correction of Error. Declarant reserves and shall have the continuing right, until the end of the annexation period, without the consent of the other owners or any mortgagee, to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

(r) Change in Documents. Upon written request, the holder of any mortgage covering any of the condominium units shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in the condominium documents.

29. LIMITATION OF RESTRICTIONS ON DECLARANT. Declarant is undertaking the construction of individual condominium units. The completion of that work and the sale, rental and other disposal of condominium units is essential to the establishment and welfare of the property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors or subcontractors, from doing on the property or any condominium unit whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the property such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in condominium units by sale, lease or otherwise; or

(c) Prevent Declarant from conducting on any part of the property its business of completing said work and of establishing a plan of residential ownership and of disposing of said property in condominium units by sale, lease or otherwise; or

(d) Prevent Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or disposition thereof; or

(e) Prevent Declarant, its successors or assigns, or its or their representatives, from maintaining a sales office and maintaining and showing model apartment units to aid in the marketing of the apartment units during the sale and development period.

So long as Declarant, its successors and assigns, owns one or more of the condominium units described herein, including all condominium units annexed to the project pursuant to Article 34 hereof, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

30. TAXES. Ad valorem taxes, assessments and other charges of the city, county, state or other political entities, or any special district thereof, shall be separately assessed, and each condominium unit owner shall pay, at his own personal expense, all tax assessments against his apartment unit. Such taxes are not part of the common expenses. However, taxes on personal property owned by the Association as part of the common elements shall be paid by the Association as a common expense.

31. NOTICES. All notices, demands or other notices intended to be served upon an owner shall be sent by ordinary or certified mail, postage prepaid,

addressed in the name of such owner in care of the apartment unit number and building address of such owner. All notices, demands or other notices intended to be served upon the Managing Agent or the Board of Managers of the Association, or the Association, shall be sent by ordinary or certified mail, postage prepaid, to 2401 Fountainview, Suite 810, Houston, Texas, 77057, until such address is changed by a notice of address change duly recorded.

32. GENERAL.

(a) If any of the provisions of this Declaration or any Article, paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance, be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

(b) The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

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

33. EMINENT DOMAIN.

(a) If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, as Attorney In Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association, as Attorney In Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, as Attorney In Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Condominium Unit), the Association, as Attorney In Fact, in addition to the general powers set out therein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such Property to the condemning authority in lieu of such condemnation proceeding.

(b) With respect to any such taking, all damages and awards shall be determined for the taking of the individual Units and for the taking of the Common Elements and for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner for the loss of the individual Unit plus an amount in proportion to his percentage or fractional ownership interest in the Common Elements to be applied or paid as set forth in Article 26 hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association, as Attorney In Fact, on behalf of the Owners. In the event that such eminent domain

proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66-2/3%) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

(1) The Association shall determine which of the Condominium Units damaged by such taking may be made tenable for the purpose set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of each Condominium Unit so damaged.

(2) The Association shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the Project, including these damaged Units which may be made tenable, as a Condominium in the manner provided in this Declaration.

(3) In the event that the Association determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenable, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants in common, in the proportionate ownership interest previously owned by each Owner in the Common Elements. Any decision to terminate the condominium status of the project must have the approval of First Mortgagees holding the mortgages on units which have at least fifty-one percent (51%) of the votes of the Association.

(4) In the event that the Association determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenable. The restoration shall be performed in accordance with the Declaration and the original Plans and specifications, unless other action is approved by all affected unit Owners and their respective First Lien Mortgagees; provided however the approval of the holders of mortgages on the remaining Units which have at least fifty-one percent (51%) of the votes in the Association. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenable. With respect to those Units which are not be tenable, the award made shall be paid as set forth in Article 26 hereof; and the remaining portion of such Units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the proportionate ownership interest in the Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the Common Elements among the reduced number of Owners based upon the square footage of the individual remaining Units in proportion to the total square footage of all the remaining Units.

(5) If sixty-six and two-thirds percent (66-2/3%) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein; and this Condominium Regime shall terminate upon such payment. Such termination of condominium status shall require the approval of the Mortgagees as provided in Article 28 (p) herein. Upon such termination, the Condominium Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants in common in the proportionate ownership interest previously owned by each Owner in the Common Elements. The Owners representing an aggregate ownership interest of sixty-seven percent (67%) of the Common Elements and holders of first mortgages on Units which have at least sixty-seven percent (67%) of the votes on Units subject to first mortgages may agree that the Property should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, the entire Premises shall be sold by the Association, as Attorney In Fact, for all of the Owners, free and clear of the provisions contained in the Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interest may appear on the basis of each Owner's proportionate ownership interest in the regrouped estate. Any damages, awards, or sales proceeds provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Article 26 hereof.

34. RESERVATION OF RIGHT OF MERGER AND ANNEXATION. Declarant hereby declares that it contemplates that at a future time or times the condominium project may (but shall not be required to) be expanded by adding thereto additional real property, such property being more particularly described on Exhibit "E" attached hereto and made a part hereof for all purposes. Said real property may contain a contemplated additional three hundred six (306) condominium units, although the exact number may vary due to design or planning changes which may hereafter occur. All improvements for future phases will be substantially completed prior to annexation and will be consistent with the initial improvements in terms of quality of construction. Such additional real property may be annexed in whole or in part, from time to time, and at more than one time, in order that such additional property become a part of the condominium project described and defined in this Declaration, which annexation and addition may be accomplished within seven (7) years from the date of recordation of this Declaration, without the assent of the Association or its members or their mortgagees. The provisions of this Article 34 shall become effective upon, but not before, the recording in the Office of the County Clerk of Harris County, Texas, within seven (7) years from the date of recordation of this Declaration, a Declaration of Annexation and Merger signed and acknowledged by Declarant and the owners of such additional real property, if other than Declarant, which Declaration of Annexation and Merger describes the real property which then constitutes the condominium project, refers to this Declaration and declares that it is desired and intended that the provisions of this Article 34 shall become effective and, therefore, that this Declaration shall apply to and affect the property described in the Declaration of Annexation and Merger. The Declaration of Annexation and Merger so recorded shall also specify the number of condominium units which are being added and annexed to the project by reason of the recordation of the Declaration of Annexation and Merger. The date of recordation of the Declaration of Annexation and Merger shall be the effective date of assigning assessments or granting voting rights to the annexed units. Declarant may cause to be recorded as many separate Declaration(s) of Annexation and Merger and may be desired by Declarant, from time to time. Each owner of a condominium in the project appoints Declarant as his attorney-in-fact for the purpose of effecting the foregoing; and the power herein granted to Declarant shall be and is a power

coupled with an interest. Upon the recordation of such Declaration(s) of Annexation and Merger in compliance with the provisions of this Article 34, this Declaration shall further apply to and affect all of the real property described above and all of the property described in any such Declaration(s) of Annexation and Merger and the condominium project, all of the condominium units in the project (as so expanded and annexed), and their then future owners, with the same effect as if the property described in the Declaration(s) of Annexation and Merger were originally subject to the provisions of this Declaration. Thereupon, the powers and responsibilities of the Board of Managers created and established pursuant to the provisions of the Exhibit "D" By-Laws shall be co-extensive with regard to all property included within the project (as expanded), and the Board of Managers shall, pursuant to the provisions of this Declaration, constitute the Board of Managers for the project (as expanded), and the rights and obligations of all the condominium unit owners of the condominium units in the project shall be the same and identical to the rights and obligations of the condominium unit owners prior to the recordation of the Declaration(s) of Annexation and Merger. The Board of Managers shall thereupon continue to maintain one maintenance fund for the collection and disbursement of monies as required and permitted hereby for the condominium project, and in all respects and meanings the project (as expanded) shall be deemed to be a single condominium project for the purposes and in accordance with the provisions of this Declaration. Upon the annexation of additional property by the recordation of one or more Declaration(s) of Annexation and Merger, within the time and in accordance with the provisions of this Article 34, the ownership of the common areas and facilities shall automatically become, as to each condominium unit, an undivided percentage interest equivalent to the number of square feet in each apartment unit divided by the total number of square feet within all apartments within the condominium project after the annexation is completed.

This Declaration, including, but not limited to this Article 34, does not presently create any interest in or with respect to the Property shown as Exhibit "B" which may be annexed, and this Declaration shall not affect in any manner all or any part of such Property unless and until Declaration of Annexation and Merger is filed thereto in accordance with this Article 34.

IN WITNESS WHEREOF, Declarant has hereunder set its hand and seal this the 15th day of AUGUST, 1984.

ATTEST:

Rudolph Midani
RUDY MIDANI Secretary

MIDANI CORPORATION, a Texas corporation

BY: Z. Al Midani
Z. AL MIDANI President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of August, 1984.

Theresa E. Cole
Notary Public
My Commission Expires: 2-22-88
THERESA E. COLE



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

CONSENT OF MORTGAGEE

The undersigned, UNIVERSITY SAVINGS ASSOCIATION, being the owner and holder of an existing Mortgage and liens upon and against the Land and Property described as the Property in the foregoing Declaration, as such Mortgagee and lienholder, does hereby consent to said Declaration and the exhibits attached hereto and to the recording of the same for the submission of said Property to its provisions and condominium regime of Section 81 of the Texas Property Code.

The undersigned HEREBY SUBORDINATES ITS DEED OF TRUST LIEN AND SECURITY INTEREST AND ANY AND ALL OTHER LIENS OWNED OR HELD BY IT (in and to the Property of the condominium regime) to the same effect as if said Declaration had been executed and recorded prior to the execution and recordation of the deed of trust and other instruments creating said liens and security interests. This consent shall not be construed or operate as a release of said Mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said Mortgage and liens shall hereafter be upon and against each and all of the individual Units and all appurtenances thereto, and all of the undivided shares and interests in the Common Elements of the Property and of said condominium regime established by said Declaration.

SIGNED AND ATTESTED by the undersigned by and through its duly authorized officers, this the 15th day of August, 1984

ATTEST: UNIVERSITY SAVINGS ASSOCIATION

Kay Mendoza
KAY MENDOZA Secretary

Bernard M. Capps, Sr.
BERNARD M. CAPPS, SR. President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Bernard M. Capps, Sr., known to me to be the person whose name is subscribed to the foregoing instrument for and as Sr. Vice President of UNIVERSITY SAVINGS ASSOCIATION, a savings and loan association, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said association, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of August, 1984.



Joy Goodwin
Notary Public in and for Harris County,
TEXAS

JOY GOODWIN
Notary Public for the State of Texas
My Commission Expires April 22, 1989

EXHIBIT "A"

MEETES AND BOUNDS DESCRIPTION
FOR GOLF GREEN CONDOMINIUMS

A DESCRIPTION OF 2.7287 ACRES OF LAND SITUATED IN HARRIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 3.7454 ACRES TRACT PLACED AS GOLF GREEN CONDOMINIUMS, PHASE 1, AS RECORDED IN VOLUME 318, PAGE 11, HARRIS COUNTY MAP RECORDS, SAID 2.7287 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a point for the intersection of the west right-of-way (R.O.W.) line of Harbor Town Drive (60 foot wide) with the most southerly line of said Golf Green Condominiums;

THENCE, along said R.O.W. line, a distance of 127.28 feet with the arc of a curve to the right having a central angle of $121^{\circ}32'39''$ with a radius of 60.00 feet and whose chord bears $N 16^{\circ}05'28'' E$, a distance of 104.72 feet to the POINT OF BEGINNING hereof;

THENCE, departing said R.O.W. line for the following nine (9) courses and distances:

- 1) $N 03^{\circ}49'32'' W$, a distance of 6.66 feet to a point for corner;
- 2) $S 86^{\circ}10'28'' W$, a distance of 19.00 feet to a point for corner;
- 3) $N 03^{\circ}49'32'' W$, a distance of 66.55 feet to a point for corner;
- 4) $S 88^{\circ}50'32'' W$, a distance of 126.78 feet to a point for corner;
- 5) $N 01^{\circ}59'53'' E$, a distance of 23.86 feet to a point for corner;
- 6) $N 46^{\circ}59'53'' E$, a distance of 14.04 feet to a point for corner;
- 7) $N 01^{\circ}59'53'' E$, a distance of 48.76 feet to a point for corner;
- 8) $S 88^{\circ}00'07'' E$, a distance of 20.40 feet to a point for corner;
- 9) $N 01^{\circ}59'53'' E$, a distance of 211.50 feet to a point in the north line of said Golf Green Condominiums Phase I;

THENCE, along the exterior boundary line of said Golf Green tract for the following eight (8) courses and distances;

- 1) $S 88^{\circ}00'07'' E$, a distance of 361.68 feet to a point for corner;
- 2) $S 01^{\circ}59'53'' W$, a distance of 21.02 feet to a point of curvature;
- 3) A distance of 15.71 feet with the arc of a curve to the left having a central angle of $45^{\circ}00'00''$ with a radius of 20.00 feet and whose chord bears $S 20^{\circ}30'07'' E$, a distance of 15.31 feet to a point of tangency;
- 4) $S 43^{\circ}00'07'' E$, a distance of 63.20 feet to a point of curvature;
- 5) A distance of 37.70 feet with the arc of a curve to the right having a central angle of $45^{\circ}00'00''$, with a radius of 48.00 feet and whose chord bears $S 20^{\circ}30'07'' E$, a distance of 36.74 feet to a point of tangency;
- 6) $S 01^{\circ}59'53'' W$, a distance of 124.39 feet to a point of curvature;
- 7) A distance of 52.84 feet with the arc of a curve to the right having a central angle of $63^{\circ}04'24''$ with a radius of 48.00 feet and whose chord bears $S 33^{\circ}32'05'' W$, a distance of 50.21 feet to a point of tangency; and
- 8) $S 65^{\circ}04'17'' W$, passing an interior corner of said Golf Green tract at a distance of 194.80 feet and continuing for a total distance of 212.14 feet to a point of curvature;

THENCE, a distance of 16.58 feet with the arc of a curve to the left having a central angle of $13^{\circ}37'21''$ with a radius of 69.72 feet and whose chord bears $S 58^{\circ}15'37'' W$, a distance of 16.54 feet to a point of tangency;

THENCE, $S 51^{\circ}26'56'' W$, a distance of 1.66 feet to a point in the easterly R.O.W. line of said Harbor Town Drive for corner;

THENCE, along said R.O.W. line, a distance of 28.26 feet with the arc of a curve to the left having a central angle of $26^{\circ}59'12''$ with a radius of 60.00 feet and whose chord bears $N 38^{\circ}33'04'' W$, a distance of 28.00 feet to a point for corner;

THENCE, departing said R.O.W. line for the following ten (10) courses and distances:

- 1) $N 51^{\circ}26'56'' E$, a distance of 1.66 feet to a point of curvature;
- 2) A distance of 23.23 feet with the arc of a curve to the right having a central angle of $13^{\circ}37'21''$ with a radius of 97.72 feet whose chord bears $N 58^{\circ}15'37'' E$, a distance of 23.18 feet to a point of tangency;
- 3) $N 65^{\circ}04'17'' E$, a distance of 203.64 feet to a point for corner;
- 4) $N 24^{\circ}55'43'' W$, a distance of 19.00 feet to a point for corner;
- 5) $N 39^{\circ}03'13'' W$, a distance of 53.62 feet to a point for corner;
- 6) $N 88^{\circ}00'07'' W$, a distance of 22.08 feet to a point for corner;
- 7) $S 65^{\circ}04'17'' W$, a distance of 170.50 feet to a point for corner;

EXHIBIT "A"

- 8) S 03°49'32" E, a distance of 58.73 feet to a point for corner;
- 9) S 85°10'28" W, a distance of 19.00 feet to a point for corner; and
- 10) S 03°49'32" E, a distance of 15.16 feet to a point in the northerly R.O.W. line of said Harbor Town Drive for corner;

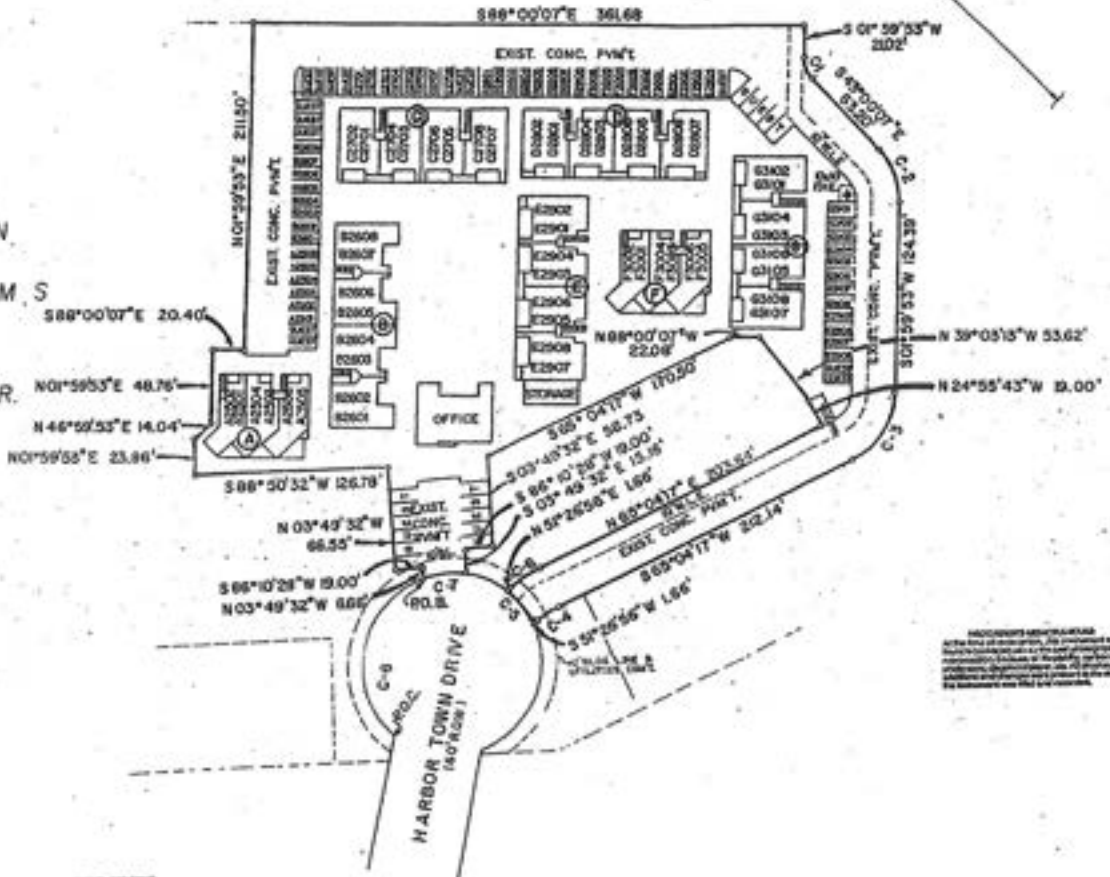
THENCE, along said R.O.W. line, a distance of 28.26 feet with the arc of a curve to the left having a central angle of 26°59'12" with a radius of 60.00 feet and whose chord bears S 85°10'28" W, a distance of 28.00 feet, returning to the POINT OF BEGINNING hereof and containing 2.7287 acres (118,863 square feet) of land.

GOLF GREEN,
CONDOMINIUMS
PHASE II
VOL. 318 PG. 12, H.C.M.R.



GOLF GREEN CONDOMINIUMS
PHASE I
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 144 PAGE 47

GOLF GREEN,
CONDOMINIUMS
PHASE I
VOL. 318 PG. 11, H.C.M.R.



PROCEEDINGS OF THE BOARD OF DIRECTORS OF THE DEVELOPER, dated 10/15/98, are hereby incorporated by reference into this plat. The provisions of the Declaration of Condominiums, as amended, are hereby incorporated by reference into this plat. The provisions of the Declaration of Condominiums, as amended, are hereby incorporated by reference into this plat. The provisions of the Declaration of Condominiums, as amended, are hereby incorporated by reference into this plat.

OWNER	AREA	WIDTH	LENGTH	DEPTH	BEARING
C-1	45'00"00"	20.00'	15.11'	15.31'	S 20°30'07"E
C-2	45'00"00"	48.00'	27.70'	26.74'	S 20°30'07"E
C-3	67'04"26"	46.00'	32.84'	30.25'	S 33°32'00"W
C-4	17'31"11"	69.72'	16.58'	16.58'	S 38°15'37"W
C-5	26'08"12"	60.00'	28.26'	28.00'	N 28°31'04"W
C-6	17'31"11"	97.72'	23.23'	15.18'	N 38°15'37"W
C-3	26'08"12"	60.00'	28.26'	28.00'	S 38°15'37"W
C-4	10'12'39"	60.00'	102.28'	104.72'	N 18°05'28"E

BUILDING "A"

UNIT NO.	UNIT TYPE	1ST. FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
A2501	A	779		2		1
A2502	A		779		2	
A2503	A	769		2		1
A2504	A		769		2	
A2505	A	769		2		1
A2506	A		769		2	

BUILDING "B"

UNIT NO.	UNIT TYPE	1ST. FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
B2601	B	1056		1		1
B2602	B		1056		1	
B2603	B	1056		1		1
B2604	B		1056		1	
B2605	B	1056		1		1
B2606	B		1056		1	
B2607	B	1056		1		1
B2608	B		1056		1	

BUILDING "C"

UNIT NO.	UNIT TYPE	1ST. FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
C2701	C	1016		1		1
C2702	C		1016		1	
C2703	C	1016		1		1
C2704	C		1016		1	
C2705	C	1016		1		1
C2706	C		1016		1	
C2707	C	1016		1		1
C2708	C		1016		1	

BUILDING "D"

UNIT NO.	UNIT TYPE	1ST. FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
D2801	D	972		1		1
D2802	D		972		1	
D2803	D	972		1		1
D2804	D		972		1	
D2805	D	972		1		1
D2806	D		972		1	
D2807	D	972		1		1
D2808	D		972		1	

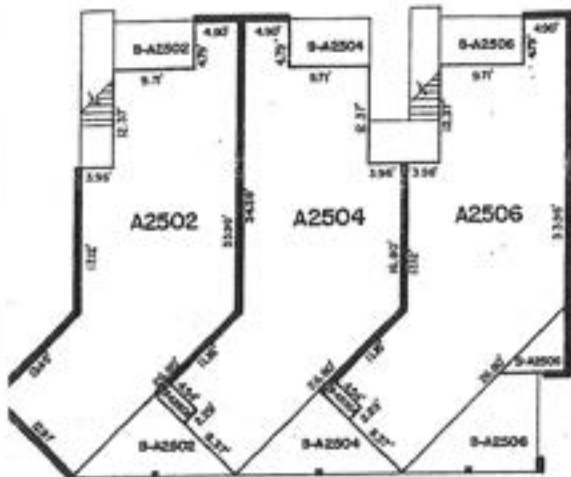
BUILDING "E"

UNIT NO.	UNIT TYPE	1ST. FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
E2901	E	972		1		1
E2902	E		972		1	
E2903	E	972		1		1
E2904	E		972		1	
E2905	E	972		1		1
E2906	E		972		1	
E2907	E	972		1		1
E2908	E		972		1	

BUILDING "F"

UNIT NO.	UNIT TYPE	1ST. FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
F3001	A	779		2		1
F3002	A		779		2	
F3003	A	769		2		1
F3004	A		769		2	
F3005	A	769		2		1
F3006	A		769		2	

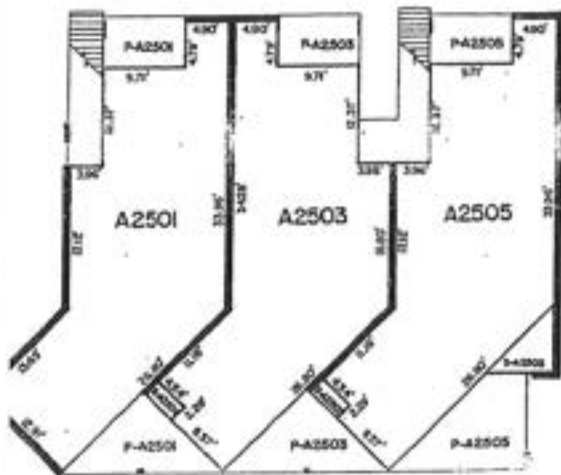
SECOND FLOOR



SELF INSURANCE CONTRACTING
 PHASE I
 A CONDENSATION RISK
 CONDENSATION RISK
 HARRIS COUNTY, TEXAS
 10.1.14.14.14.14

BUILDING "A"

UNIT NO.	FLOOR	HT. FT.	WT. FT.	NO. OF	NO. OF	NO. OF
A2502	A	77	77	2	2	
A2504	A	78	78	2	2	
A2506	A	78	78	2	2	

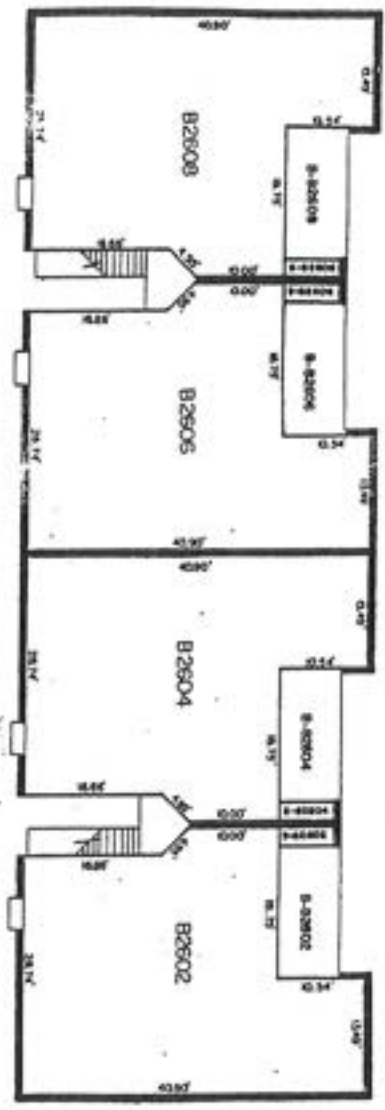


FIRST FLOOR

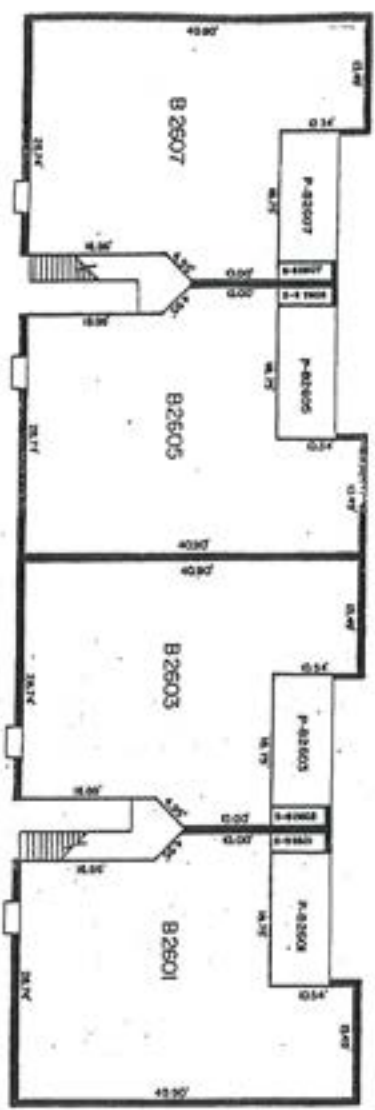
BENCHMARK ENGINEERING CO.
 CONSULTING ENGINEERS

8401 FOUNTAINVIEW SUITE 200
 HOUSTON, TEXAS 77067 USA (713) 268-1111

SECOND FLOOR



BUILDING

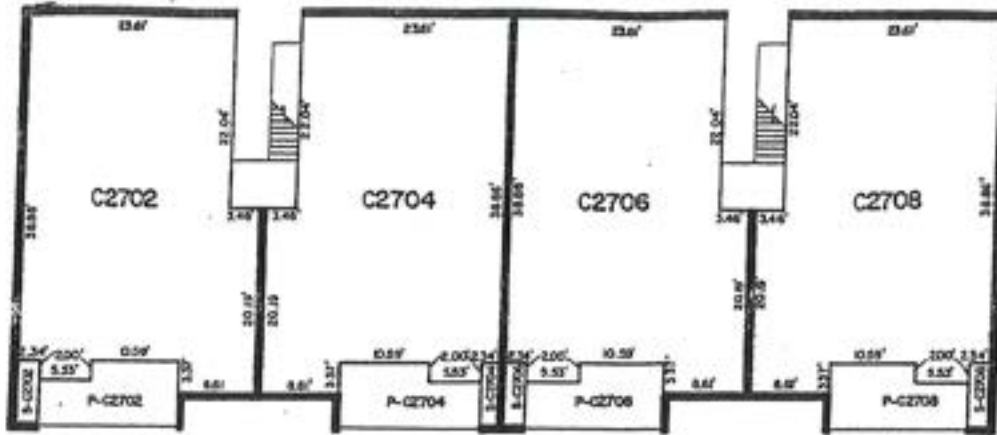


FIRST FLOOR

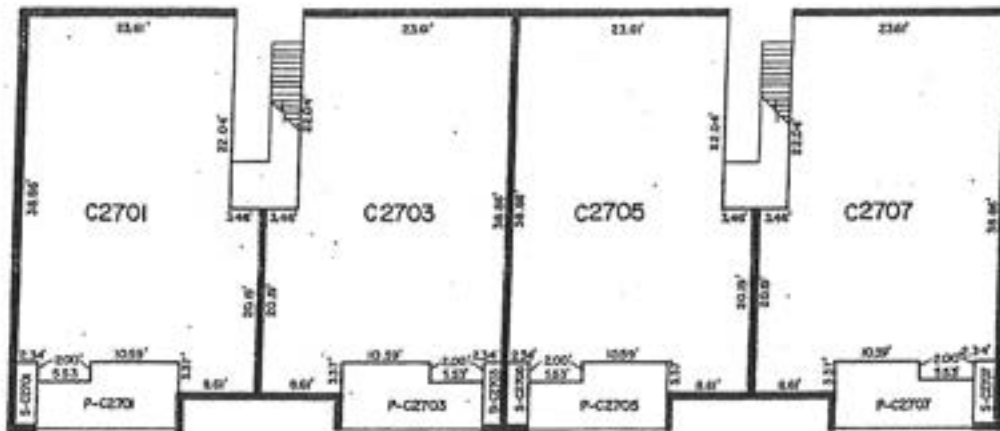
BUILDING "B"	UNIT NO.	UNIT TYPE	1ST FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
B2601	C	C	1056	1056	1	1	1
B2602	C	C	1056	1056	1	1	1
B2603	C	C	1056	1056	1	1	1
B2604	C	C	1056	1056	1	1	1
B2605	C	C	1056	1056	1	1	1
B2606	C	C	1056	1056	1	1	1
B2607	C	C	1056	1056	1	1	1
B2608	C	C	1056	1056	1	1	1

APPLICANT'S REPRESENTATIVE
 STATE OF CALIFORNIA
 DEPARTMENT OF INDUSTRIAL RELATIONS
 DIVISION OF LABOR RELATIONS AND EMPLOYMENT
 1400 S. STANISLAUS AVENUE
 SACRAMENTO, CALIFORNIA 95834
 TEL: (916) 227-1234
 FAX: (916) 227-1235

SECOND FLOOR



BUILDING "C"



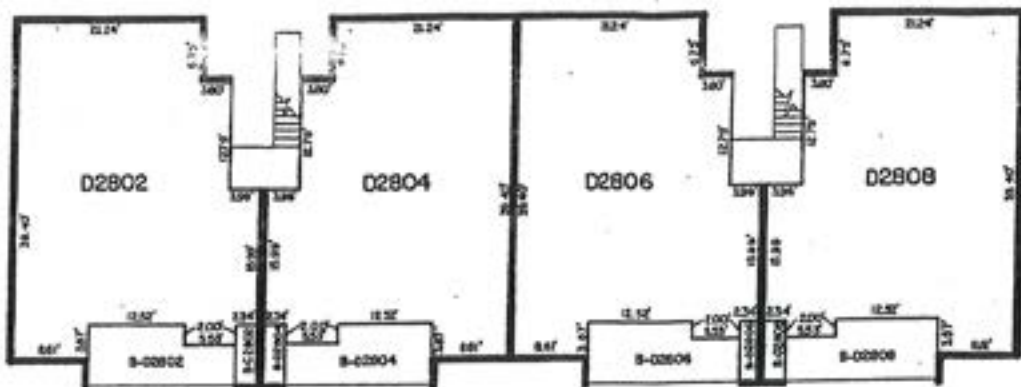
FIRST FLOOR

GOLF GREEN CONDOMINIUMS
 PHASE 7
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 744 PAGE 44

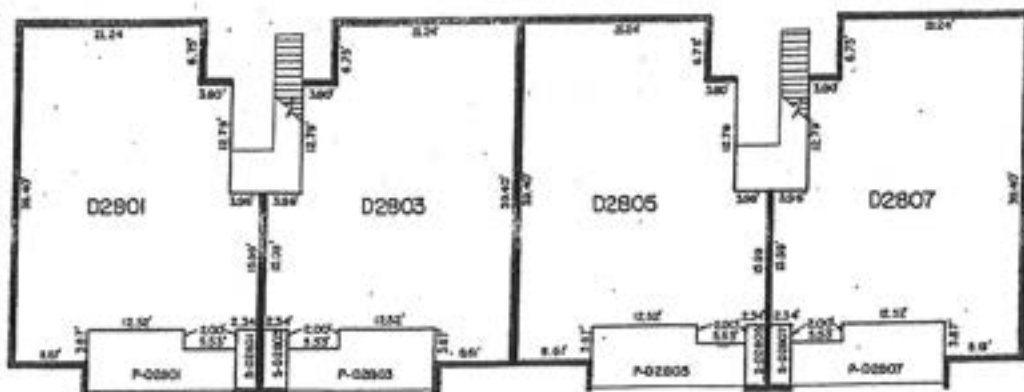
BUILDING "C"

UNIT NO.	UNIT TYPE	1ST. FL. SQ. FT.	2ND FL. SQ. FT.	RATIO	BALCONY	STORAGE
C2701	CONDO	1016				
C2702	CONDO	1016	1016	1	1	
C2703	CONDO	1016				
C2704	CONDO	1016	1016	1	1	
C2705	CONDO	1016				
C2706	CONDO	1016	1016	1	1	
C2707	CONDO	1016				
C2708	CONDO	1016	1016	1	1	

SECOND FLOOR



BUILDING "D"



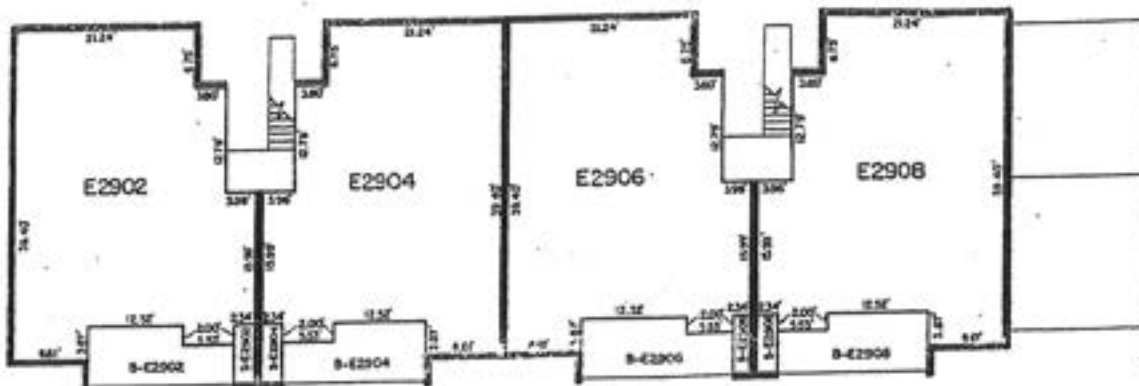
BUILDING "D"

UNIT NO.	UNIT TYPE	1ST. FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
D2801	CONDO	972	972	1	1	See attached floor plan
D2802		972	972	1	1	
D2803		972	972	1	1	
D2804		972	972	1	1	
D2805		972	972	1	1	

GOLF GREEN CONDOMINIUMS
 PHASE I
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 144 PAGE 45

RECORDERS MEMORANDUM
 At the time of recording, this instrument was found to be defective for the following reasons: reproduction because of illegibility, carbon or photocopy, discolored paper, etc. All corrections, additions and omissions were prepared so that the instrument was read and recorded.

SECOND FLOOR



BUILDING

“ E ”



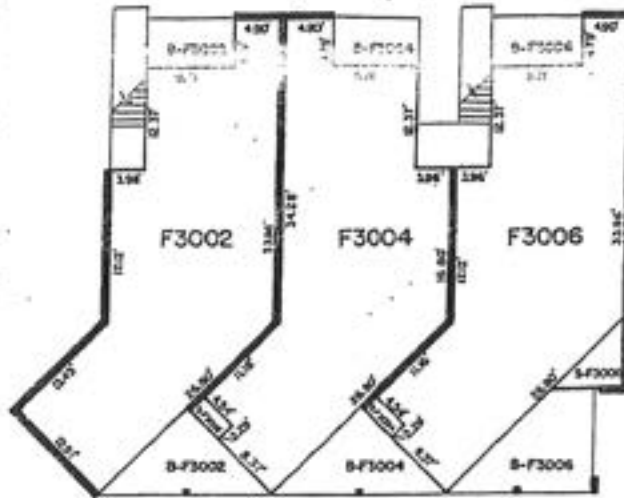
BUILDING "E"

UNIT NO.	UNIT TYPE	1ST. FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
E2901	condominium	972	972	1	1	1
E2902		972	972	1	1	
E2903		972	972	1	1	
E2904		972	972	1	1	
E2905		972	972	1	1	
E2906		972	972	1	1	
E2907		972	972	1	1	
E2908		972	972	1	1	

GOLF GREEN CONDOMINIUMS
 PHASE 1
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 144 PAGE 44

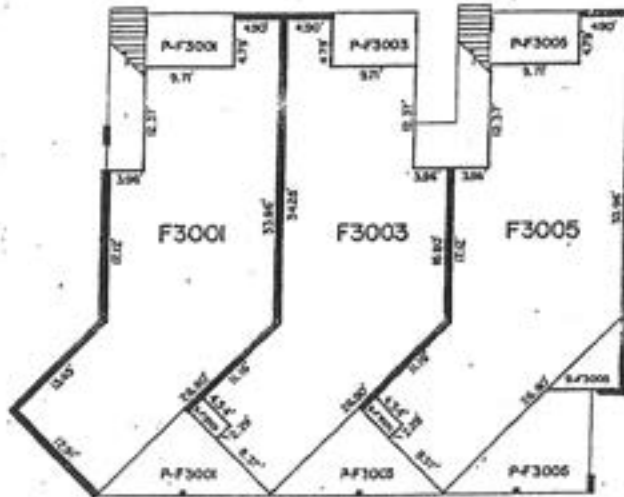
RECORDERS MEMORANDUM
 At the time of recording, this instrument was furnished to the recorder for the best photographic reproduction because of legibility, quality of photo-copy, standard paper, etc. All initials, signatures and changes were present at the time the instrument was filed and recorded.

SECOND FLOOR



BUILDING

“#”



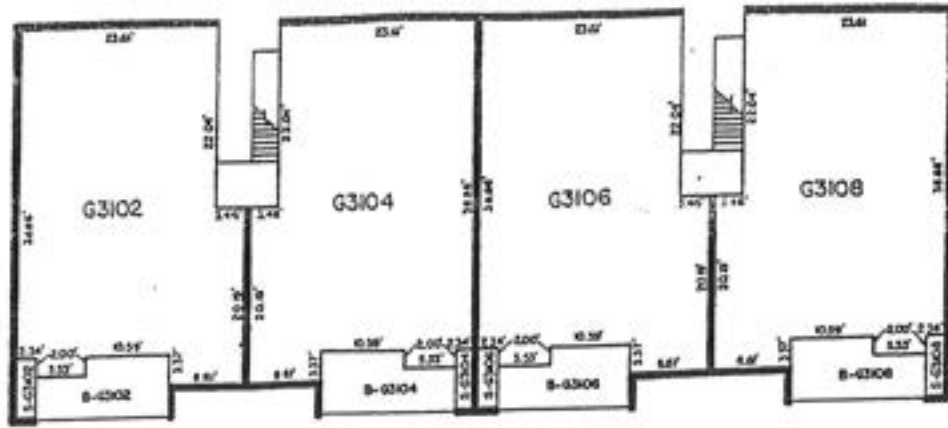
FIRST FLOOR

GOLF GREEN CONDOMINIUMS
 PHASE I
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 144 PAGE 47

BUILDING "F"

UNIT NO.	UNIT TYPE	1ST FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
F3001	A	779		2	2	
F3002	A	779	779	2	2	
F3003	A	789	789	2	2	
F3004	A	789	789	2	2	
F3005	A	789	789	2	2	
F3006	A	789	789	2	2	

SECOND FLOOR



BUILDING "G"



FIRST FLOOR

BUILDING "G"

UNIT NO.	UNIT TYPE	1ST. FL. SQ. FT.	2ND FL. SQ. FT.	PATIO	BALCONY	STORAGE
G3101	D	1016	1016	1	1	-
G3102	D	1016	1016	1	1	
G3103	D	1016	1016	1	1	
G3104	D	1016	1016	1	1	
G3105	D	1016	1016	1	1	
G3106	D	1016	1016	1	1	
G3107	D	1016	1016	1	1	
G3108	D	1016	1016	1	1	

GOLF GREEN CONDOMINIUMS
 PHASE 1
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 111 PAGE 41

STATE OF TEXAS
 COUNTY OF HARRIS
 I hereby certify that this instrument was filed in the Public Records on the date and at the time hereon shown by me and was duly RECORDED, in the office of the County Clerk of Harris County, Texas, on
AUG 17 1984
 [Signature]
 COUNTY CLERK,
 HARRIS COUNTY, TEXAS

EXHIBIT "C"

UNIT NO.	SQUARE FEET	MAXIMUM % COMMON OWNERSHIP WITH INITIAL DEVELOPMENT OF 52 UNITS	MINIMUM % COMMON OWNERSHIP WITH ULTIMATE DEVELOPMENT OF 358 UNITS
A2501	779	1.572974	0.209040
A2502	779	1.572974	0.209040
A2503	769	1.552782	0.206356
A2504	769	1.552782	0.206356
A2505	769	1.552782	0.206356
A2506	769	1.552782	0.206356
B2601	1056	2.132299	0.283368
B2602	1056	2.132299	0.283368
B2603	1056	2.132299	0.283368
B2604	1056	2.132299	0.283368
B2605	1056	2.132299	0.283368
B2606	1056	2.132299	0.283368
B2607	1056	2.132299	0.283368
B2608	1056	2.132299	0.283368
C2701	1016	2.051531	0.272636
C2702	1016	2.051531	0.272636
C2703	1016	2.051531	0.272636
C2704	1016	2.051531	0.272636
C2705	1016	2.051531	0.272636
C2706	1016	2.051531	0.272636
C2707	1016	2.051531	0.272636
C2708	1016	2.051531	0.272636
D2801	972	1.962685	0.260829
D2802	972	1.962685	0.260829
D2803	972	1.962685	0.260829
D2804	972	1.962685	0.260829
D2805	972	1.962685	0.260829
D2806	972	1.962685	0.260829
D2807	972	1.962685	0.260829
D2808	972	1.962685	0.260829

EXHIBIT "C"

UNIT NO.	SQUARE FEET	MAXIMUM % COMMON OWNERSHIP WITH INITIAL DEVELOPMENT OF 52 UNITS	MINIMUM % COMMON OWNERSHIP WITH ULTIMATE DEVELOPMENT OF 358 UNITS
E2901	972	1.962685	0.260829
E2902	972	1.962685	0.260829
E2903	972	1.962685	0.260829
E2904	972	1.962685	0.260829
E2905	972	1.962685	0.260829
E2906	972	1.962685	0.260829
E2907	972	1.962685	0.260829
E2908	972	1.962685	0.260829
F3001	779	1.572974	0.209040
F3002	779	1.572974	0.209040
F3003	769	1.552782	0.206356
F3004	769	1.552782	0.206356
F3005	769	1.552782	0.206356
F3006	769	1.552782	0.206356
G3101	1016	2.051531	0.272636
G3102	1016	2.051531	0.272636
G3103	1016	2.051531	0.272636
G3104	1016	2.051531	0.272636
G3105	1016	2.051531	0.272636
G3106	1016	2.051531	0.272636
G3107	1016	2.051531	0.272636
G3108	1016	2.051531	0.272636

EXHIBIT "D"

BY-LAWS

GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

The name of the organization shall be GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE I

OBJECT

(Plan of Apartment Ownership)

1. The purpose for which this non-profit corporation is formed is to govern the condominium property situated in the County of Harris, State of Texas, which property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which property has been submitted to the provisions of the Condominium Act of the State of Texas.

2. All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership. Any person on becoming an owner of a condominium unit shall automatically become a member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with GOLF GREEN CONDOMINIUM PHASE I during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Managers 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 obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Managers, may, if it so elects, issue one membership card to the owner(s) of a condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

2. Voting. Voting shall be based upon the undivided interest of each unit owner in the general common elements. An owner of an undivided interest in and to a condominium unit shall be entitled to a vote equal to his ownership interest in such unit. Cumulative voting is prohibited. Should additional property be annexed in accordance with paragraph 34 of the Declaration, the total number of votes shall be increased accordingly.

3. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those owners of fifty-one per cent (51%) or more of the aggregate interest of the undivided ownership of the general common elements.

4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of unit owners" as defined in paragraph 3 of this Article shall constitute a quorum. Except as otherwise provided in the Declaration or these By-Laws, when a quorum of owners is present at any meeting, a majority vote of the owners present, either in person or by proxy, shall be sufficient to either defeat or approve any proposed action.

5. Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

1. Declarant Control. Notwithstanding any provision herein to the contrary, and in accordance with the Condominium Declaration for GOLF GREEN CONDOMINIUM PHASE I, the Declarant, MIDANI CORPORATION, a Texas Corporation, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Owners and any First Mortgagees of record and for the purpose of insuring both a complete and orderly buildout and a timely sellout of the Project Units, including the annexation. This control shall last no longer than Five (5) years from date of recordation of the Condominium Declaration, or within Four (4) months after the sale of seventy-five percent (75%) of the Units, including the subsequent annexation, or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational.

2. Association Responsibilities. The owners will constitute the Association which will have the responsibility of administering the Project through a Board of Managers. In the event of any dispute or disagreement between any owners relating to the Project, or any questions of interpretation or application of the provisions of the Project Documents, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such owners, subject to the right of owners to seek other remedies provided by law after such determination by the Board.

3. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Managers may determine.

4. Annual Meetings. The first annual meeting of the Association shall be held one (1) month after the expiration of the sale and development period as defined in Article 14 of the Declaration. Thereafter, the annual meetings of the Association shall be held on the first Monday of January of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Managers in accordance with the requirements of paragraph 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

5. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by one-tenth (1/10) of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the owners present, either in person or by proxy.

6. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

7. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in

person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained.

8. Order of Business. The order of business at all meetings of owners of units shall be as follows:

- (a) Roll call and certifying proxies,
- (b) Proof of notice of meeting or waiver of notice,
- (c) Reading of minutes of preceding meeting,
- (d) Reports of officers,
- (e) Reports of committees,
- (f) Election of managers,
- (g) Unfinished business,
- (h) New business, and
- (i) Adjournment.

ARTICLE IV

BOARD OF MANAGERS

1. Number and Qualification. The affairs of this Association shall be governed by a Board of Managers composed of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, co-wit:

RUDY MIDANI ----- 2401 Fountainview, Suite 810, Houston, Texas 77057
Z. AL MIDANI ----- 2401 Fountainview, Suite 810, Houston, Texas 77057
NASSER JALLAD ----- 2401 Fountainview, Suite 810, Houston, Texas 77057

Successors shall be elected upon the earlier of either (i) five (5) years after the date of filing of the Declaration, or (ii) thirty (30) days after completion of the closing of sale of 75% of the condominium units.

At the first (1st) annual meeting of the Members of the Association, or any annual meeting thereafter, or special meeting of the Association called for that purpose, the number of Directors may be increased to seven (7).

2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential condominium project. The Board of Managers may do all such acts and things as are not by these By-Laws, the Articles of Incorporation or by the Condominium Declaration for GOLF GREEN CONDOMINIUM PHASE I directed to be exercised and done by the owners.

3. Other Powers and Duties. The Board of Managers shall be empowered and shall have the duties as follows:

- (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Act of the State of Texas.

(b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the general and limited common elements to the extent required by the Declaration and all items of personal property used in the enjoyment of the entire premises.

(d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value may be determined annually by one or more written appraisals or such value may be estimated by the Board of Managers. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$300,000.00 per person and \$1,000,000.00 per accident and \$200,000.00 property damages, plus an umbrella policy for not less than \$1,000,000.00 for all claims for personal injury, including death, and/or property damage arising out of a single occurrence; and the policy shall include water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their mortgagees. The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary to provide such coverage and protection as the Association may deem prudent. So long as the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC) or Governmental National Mortgage Association (GNMA) is a mortgagee of a condominium unit in the Project, or owns a unit therein, the Association shall maintain in effect at least such hazard casualty, flood and liability insurance and a fidelity bond, meeting standards established by FNMA, FHLMC and GNMA for condominium developments, as published in the FNMA, FHLMC and GNMA "Servicer's Guide", or otherwise, except to the extent such requirements shall have been waived in writing by FNMA, FHLMC, or GNMA. Worker's compensation insurance shall at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association.

(e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to the provisions of the Declaration. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All monthly or other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration, the Articles of Incorporation and these By-Laws, and to execute all such instruments evidencing such indebtedness as this Board of Managers may deem necessary. Such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, on request, within ninety (90) days following the fiscal year end of the Project.

(l) To meet at least once each quarter.

(m) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.

(n) In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of condominium ownership.

4. Managing Agent. The Managing Agent shall be MIDANI CORPORATION, whose address is 2401 Fountainview, Suite 810, Houston, Texas 77057, and who, notwithstanding the provisions of paragraph 1 of Article III, shall have all the powers and shall perform all the duties of the Board of Managers until the expiration of the sale and development period as defined in Article 14 of the Declaration, or until such earlier time as said Managing Agent, at its option, may relinquish control of the management and administration of the Association to the Board of Managers. The Board of Managers may employ for the Association a Managing Agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in paragraph 3 of this Article.

5. Election and Term of Office. At the first annual meeting of the Association the term of office of one Manager shall be fixed for three (3) years, the term of office of one Manager shall be fixed at two (2) years, and the term of office of one Manager shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three (3) years. The three (3) persons acting as Managers shall hold office until their successors have been elected and hold their first meeting.

6. Vacancies. Vacancies on the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

7. Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. Organization Meeting. The first meeting of a newly elected Board of Managers shall be held within ten (10) days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

10. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days' notice to each Manager, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Managers.

11. Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Managers' Quorum. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a

quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds. The Board of Managers shall require that all officers and employees (including, but not limited to, employees of the professional managers, if any) of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

14. Compensation. No member of the Board of Managers shall receive any compensation for acting as such.

ARTICLE V

OFFICERS

1. Designation. The officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Managers.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4. Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the officer previously filling such office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of

the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He shall co-sign all promissory notes with the Secretary and co-sign all checks with the Treasurer.

6. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

7. Secretary. The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment unit owned by such members and parking space, if any, assigned for use in connection with such apartment unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

8. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Managers.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every manager or officer, his heirs, executors and administrators, against all loss, costs 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 a manager or officer of the Association, except as to 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 a 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 manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager or officer 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 in this Article VI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a manager or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of GOLF GREEN CONDOMINIUM PHASE I DECLARATION as a member of owner of a condominium unit covered thereby.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro-rata according to undivided interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if and only if, he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

2. Maintenance and Repair.

(a) Every owner must perform promptly at his own expense all maintenance and repair work within his own apartment unit, which if omitted would affect the project in its entirety or in part belonging to other owners.

(b) All the repairs of internal installations of the unit such as water, light, gas power, sewage, telephone, air conditioners, heating systems, sanitary installations, doors, windows, glass, electrical fixtures, floor and wall coverings and all other accessories, equipment and fixtures belonging to the unit area shall be at the owner's expense.

(c) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents.

(d) All the repairs to the garage door opener, if any, located within the garage parking space shall be at the owner's expense.

3. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other condominium units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's apartment unit. In the event suit for foreclosure is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest at the rate of 15% for one year together with a sum equal to ten percent (10%) of the amount of such claim but not less than One Hundred Fifty and No/100 (\$150.00) Dollars, which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Paragraph 23 of the Declaration. Such owner shall be liable to the Association for payment of interest at the rate of 10% on all such sums paid by the Association until the date of repayment by such owner.

4. General.

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for GOLF GREEN CONDOMINIUM PHASE I, the Articles of Incorporation and these By-Laws and amendments and supplements thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which GOLF GREEN CONDOMINIUM PHASE I condominium project was established.

5. Use of Units - Internal Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association. The

Association shall have the obligation to answer within five (5) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

6. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

7. Right of Entry.

(a) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

(c) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers to repair cables and/or antennae for the use in operating television in other apartment units.

8. Rules and Regulations.

(a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of any recreational facilities afforded, in order that all owners and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other owners thereto.

(b) Nothing shall be done in any residential unit or the limited common elements appurtenant thereto, nor shall same be occupied or used for any purpose nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company or the premium increased over the standard rate.

(c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants, or other occupants of condominium units of GOLF GREEN CONDOMINIUM PHASE I. No unit or the limited common elements appurtenant thereto shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of GOLF GREEN CONDOMINIUM PHASE I.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and of providing access to the units; those portions thereof adapted therefor, for recreational use by the owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes

hereinafter recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon.

(e) Not more than one (1) small dog under twenty-five (25) pounds, cat, or other usual small household pet may be kept in any unit, provided always that such household pet shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Managers. Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof. Notwithstanding the foregoing, no pets may be kept on the property which result in an annoyance or are obnoxious to other Owners. No pets shall be allowed in the Common Area except as may be permitted by rules of the Board. Declarant or any Owner may cause any unleashed dog found within the Common Area to be removed by Declarant (or any Owner) to a point or animal shelter under the jurisdiction of the City of Houston, or the County of Harris, by calling the appropriate authorities, whereupon the Owner may, upon payment of all expenses connected therewith, repossess the dog. Owners shall prevent their pets from soiling portions of the Common Area where other persons customarily walk and shall promptly clean up any mess left by their pets.

(f) Declarant may utilize the club house as a sales office until the last apartment unit in the entire project is sold (including any property annexed pursuant to Article 34 of the Golf Green Condominium Phase I Declaration). Notwithstanding Article VIII hereof, any amendment which affects Declarant's right to use the club house as a sales office shall require the approval of one hundred percent (100%) of the ownership interest in the project (including any annexed property) Declarant may place signs in or around the common walks and drives to indicate directions to and the designation of particular units being used as model units and use the Common Elements for sales purposes until the last apartment unit in the entire Project is sold (including any property annexed pursuant to Article 34 of the Golf Green Condominium Phase I Declaration). Owners other than Declarant, however, are prohibited from placing "for sale", "for rent", or any other signs in or around the Common Elements or displaying signs to the public view on any apartment unit or any portion of the Project.

(g) Parking of automobiles shall be only in the spaces designated as parking for each unit; no unattended vehicle shall at any time be left in the alley ways or streets in such manner as to impede the passage of traffic or to impair proper access to parking area. No storage of any objects shall be permitted in the parking area and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind. Guest parking areas are not intended for use by owners for parking or storing boats, trailers, camping units or any personal vehicles, and the Board may insure the proper use of said areas in such manner as it deems necessary. The Association may cause an automobile or any personal vehicles parked in violation of these rules and regulations to be removed from premises at the owner's expense.

(h) Each owner shall keep clean and in good condition and repair the windows and interiors of his condominium unit and shall not permit garments, rugs, laundry or other unsightly items to extend from or be placed outside of his condominium unit, including but not limited to over windows or the balcony. No aluminum foil or similar reflective material shall be used or placed over doors or windows of any condominium unit. All draperies or curtains shall be fully lined with an off-white fabric of sufficient thickness to provide exterior harmony with surrounding condominium units.

(i) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash or garbage out of any of the windows of any of the units.

(j) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(k) No owner, resident or lessee shall install wiring for electrical or telephone installation, radio and television antennae, machines or air conditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in writing previously approved by the Association.

(l) No owner or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Association.

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

(n) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking area to a point outside the Property, or from a point outside the Property directly to a parking space.

(o) Reasonable and customary regulations for the use of the swimming pool and recreation area will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.

(p) The water shall not be left running in any apartment unit any unreasonable or unnecessary length of time.

(q) The commodes and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweeping, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage resulting from misuse of any nature or character whatever shall be paid for by the owner causing it. Every owner shall be responsible for all damages to apartment units caused by over-flow from drains or plumbing due to neglect of persons using the apartment unit.

(r) All patios and balconies shall be kept in clean and neat condition, free of debris and refuse. Patios and balconies shall not be used for storage purposes nor shall any owner fence in, wire in or in any other way enclose any such area. If an owner allows the patio or balcony appurtenant to his apartment unit to become cluttered or unsightly in any manner, he shall be given notice of such fact by the board of Managers or Managing Agent, and shall be required to correct such condition within five (5) days of the date of notice and if he fails to do so, then the Board of Managers or Managing Agent may correct such discrepancy (including the removal of any unsightly items) and/or repair or refurbish the patio or balcony at the owner's expense.

(s) The limited common elements known as "stairway corridors" shall be kept free and clear of all trash, garbage, furniture and/or all other personal items and/or property and under no circumstances shall the stairway corridors be used for storage purposes. If the stairway corridor is used as a storage area or if it becomes cluttered with trash, garbage, furniture and/or all other personal items, then and in that event, the Board of Managers or Managing Agent or representative thereof may enter the stairway corridor by way of the garage and remove same all at apartment unit owner's expense.

(t) The garage door, which is a part of the garage parking space, shall be kept closed except when the apartment unit owner, a member of his family, a guest or tenant is in the process of parking or removing an automobile or any other similar type of vehicle, or a member of his family, a guest or tenant is personally involved in using the garage for intended purposes.

(u) The garage parking space shall only be used for its intended purpose which is the parking space for a motor vehicle and storage of personal property, provided however, the motor vehicle must be of a size so that when placed in the garage parking space the garage door will close without obstruction and further, all personal property stored in the garage parking space must be of a nature and quantity so that its storage does not present a hazard or danger to the health, welfare and/or safety of the other apartment unit owners.

9. Destruction or Obsolescence. Each owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owners' condominium unit upon its destruction or obsolescence as is provided in Paragraph 26 of the Condominium Declaration for GOLF GREEN CONDOMINIUM PHASE I.

ARTICLE VIII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

By-Laws. After relinquishment of Declarant control of the Association, as set forth in Article III, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the Common Elements except for those amendments provided for in Paragraph 28 of the Declaration, which shall require the approval of Owners and Mortgagees as provided therein. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

ARTICLE IX

MORTGAGES

1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Managing Agent, if any, or the President of the Board of Managers, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE X
COMPLIANCE

These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Ownership Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XI
NON-PROFIT ASSOCIATION

This Association is not organized for profit. No member, member of the Board of Managers or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Managers; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Managers may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII
PRINCIPAL OFFICE

The principal office for the transaction of business of this Association shall be located at the clubhouse of GOLF GREEN CONDOMINIUM PHASE I, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Board of Managers.

ARTICLE XIII
EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President and Secretary of the Association.

ARTICLE XIV

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

The violation of any rule or regulation promulgated by the Board of Managers, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Managers 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 Managers 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, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at Houston, Texas, this the 15th day of August, A. D., 1984.

BOARD OF MANAGERS

BY: Rudolf M. Midani
RUDOLF MIDANI

BY: E. Al Midani
E. AL MIDANI

BY: Nasser Jallad
NASSER JALLAD

EXHIBIT "E"
METES AND BOUNDS DESCRIPTION

Vol. 148

A DESCRIPTION OF 10.9955 ACRES OF LAND SITUATED IN HARRIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 5.7454 ACRE TRACT PLATTED AS GOLF GREEN CONDOMINIUMS PHASE I, OF RECORD IN VOLUME 318, PAGE 11, HARRIS COUNTY MAP RECORDS (H.C.M.R.) AND ALL OF THAT CERTAIN 7.9788 ACRE TRACT PLATTED AS GOLF GREEN CONDOMINIUMS PHASE II, OF RECORD IN VOLUME 318 PAGE 12, H.C.M.R., SAID 10.9955 ACRE TRACT BEING TRACTS ONE AND TWO, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT ONE - 10.5930 ACRES

BEGINNING at a point for the intersection of the west right-of-way (R.O.W.) line of Harbor Town Drive (60 foot wide) with the south line of said Golf Green Condominiums Phase I & II;

THENCE, departing said R.O.W. line and with the exterior boundary line of said Golf Green Condominiums for the following ten (10) courses and distances:

- 1) S 88°50'32" W, a distance of 215.86 feet to a point for corner;
- 2) N 39°04'08" W, a distance of 216.58 feet to a point for corner;
- 3) N 51°54'17" W, a distance of 230.12 feet to a point for corner;
- 4) N 01°50'27" W, a distance of 181.83 feet to a point for corner;
- 5) N 66°54'04" E, a distance of 391.10 feet to a point for corner;
- 6) N 56°36'57" E, a distance of 420.90 feet to a point for corner;
- 7) N 88°18'00" E, a distance of 262.92 feet to a point for corner;
- 8) S 01°59'53" W, a distance of 739.95 feet to a point for corner;
- 9) S 65°04'17" W, a distance of 328.84 feet to a point for corner;
- 10) S 88°50'32" W, a distance of 49.35 feet to a point in the east R.O.W. line of said Harbor Town Drive;

THENCE, N 11°08'13" E, along said east R.O.W. line, a distance of 3.04 feet to the beginning of a 60.00 foot radius cul-de-sac;

THENCE, a distance of 100.65 feet along the arc of said curve to the left having a central angle of 96°11'40" with a radius of 60.00 feet and whose chord bears N 23°02'23" E, a distance of 89.31 feet to a point for corner;

THENCE, departing said R.O.W. line for the following nineteen (19) courses and distances:

- 1) N 51°26'56" E, a distance of 1.66 feet to a point of curvature;
- 2) a distance of 16.58 feet with the arc of a curve to the right having a central angle of 13°37'21" with a radius of 69.72 feet and whose chord bears N 58°15'37" E, a distance of 16.54 feet to a point of tangency;
- 3) N 65°04'17" E, a distance of 212.14 feet to a point of curvature;
- 4) a distance of 52.84 feet with the arc of a curve to the left having a central angle of 63°04'24" with a radius of 48.00 feet and whose chord bears N 33°32'05" E, a distance of 50.21 feet to a point of tangency;
- 5) N 01°59'53" E, a distance of 124.39 feet to a point of curvature;
- 6) a distance of 37.70 feet with the arc of a curve to the left having a central angle of 45°00'00" with a radius of 48.00 feet and whose chord bears N 20°30'07" W, a distance of 36.74 feet to a point of tangency;
- 7) N 43°00'07" W, a distance of 63.20 feet to a point of curvature;
- 8) a distance of 15.71 feet with the arc of a curve to the right having a central angle of 45°00'00" with a radius of 20.00 feet and whose chord bears N 20°30'07" W, a distance of 15.31 feet to a point of tangency;
- 9) N 01°59'53" E, a distance of 21.02 feet to a point for corner;
- 10) N 88°00'07" W, a distance of 361.68 feet to a point for corner;
- 11) S 01°59'53" W, a distance of 211.50 feet to a point for corner;
- 12) N 88°00'07" W, a distance of 20.40 feet to a point for corner;
- 13) S 01° 59'53" W, a distance of 48.76 feet to a point for corner;
- 14) S 46°59'53" W, a distance of 14.04 feet to a point for corner;
- 15) S 01°59'53" W, a distance of 23.86 feet to a point for corner;
- 16) N 88°50'32" E, a distance of 126.78 feet to a point for corner;
- 17) S 03°49'32" E, a distance of 66.55 feet to a point for corner;
- 18) N 86°10'28" E, a distance of 19.00 feet to a point for corner; and
- 19) S 03°49'32" E, a distance of 6.66 feet, returning to a point in the westerly R.O.W. line of said 60.00 foot radius cul-de-sac;

EXHIBIT "E"

THENCE, with said westerly R.O.W. line, a distance of 127.28 feet with the arc of said curve to the left having a central angle of $121^{\circ}32'39''$ with a radius of 60.00 feet and whose chord bears $S 11^{\circ}54'32'' W$, a distance of 104.72 feet to a point for the termination of said cul-de-sac;

THENCE, $S 11^{\circ}08'13'' W$, along said west R.O.W. line of Harbor Town Drive, a distance of 16.12 feet, returning to the POINT OF BEGINNING hereof and containing 10.5930 acres of land.

TRACT TWO - 0.4025 ACRES

COMMENCING at a point for the intersection of the east R.O.W. line of said Harbor Town Drive with the south line of said Golf Green Condominiums Phase I & II;

THENCE, $N 11^{\circ}08'13'' E$, along said east R.O.W. line, a distance of 3.04 feet to the beginning of a 60.00 foot radius cul-de-sac;

THENCE, a distance of 129.00 feet with the arc of said curve to the left having a central angle of $123^{\circ}10'53''$ with a radius of 60.00 feet and whose chord bears $N 09^{\circ}32'47'' E$, a distance of 105.55 feet to the POINT OF BEGINNING hereof;

THENCE, a distance of 29.62 feet with the arc of said curve to the left having a central angle of $28^{\circ}17'16''$ with a radius of 60.00 feet and whose chord bears $N 66^{\circ}11'18'' W$, a distance of 29.32 feet to a point for corner;

THENCE, departing said R.O.W. line for the following ten (10) courses and distances:

- 1) $N 03^{\circ}49'32'' W$, a distance of 15.16 feet to a point for corner;
- 2) $N 86^{\circ}10'28'' E$, a distance of 19.00 feet to a point for corner;
- 3) $N 03^{\circ}49'32'' W$, a distance of 58.73 feet to a point for corner;
- 4) $N 65^{\circ}04'17'' E$, a distance of 170.50 feet to a point for corner;
- 5) $S 88^{\circ}00'07'' E$, a distance of 22.08 feet to a point for corner;
- 6) $S 39^{\circ}03'13'' E$, a distance of 53.62 feet to a point for corner;
- 7) $S 24^{\circ}55'43'' E$, a distance of 19.00 feet to a point for corner;
- 8) $S 65^{\circ}04'17'' W$, a distance of 203.64 feet to a point for corner;
- 9) a distance of 23.23 feet with the arc of a curve to the left having a central angle of $13^{\circ}37'21''$ with a radius of 97.72 feet and whose chord bears $S 58^{\circ}15'37'' W$, a distance of 23.18 feet to a point for corner; and
- 10) $S 51^{\circ}26'56'' W$, a distance of 1.66 feet, returning to the POINT OF BEGINNING hereof and containing 0.4025 acres of land;

IN ALL, containing a total area of 10.9955 acres of land.

J712429

AMENDMENT OF CONDOMINIUM DECLARATION FOR

GOLF GREEN CONDOMINIUM PHASE I

THE STATE OF TEXAS |
COUNTY OF HARRIS |

89/07/84 46114891 J712429 3 23.00

WHEREAS, on the 17th day of August, 1984, the MIDAMI CORPORATION, a Texas corporation, hereinafter referred to as "Declarant", did file one (1) certain Condominium Declaration known as GOLF GREEN CONDOMINIUM PHASE I, hereinafter referred to as "Declaration", for record in the Office of the County Clerk of Harris County, Texas, under Volume 148, Page 30 of the Condominium Records of Harris County, Texas;

WHEREAS, said Declaration contains the following paragraph, to-wit:

"Paragraph 28 (q) Correction of Error. Declarant reserves and shall have the continuing right, until the end of the annexation period, without the consent of the other owners or any mortgagee, to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities, errors or omissions herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration."

WHEREAS, it has been determined that the Declaration in fact does contain certain ambiguities, errors and/or inadvertent misstatements;

WHEREAS, at the time of the execution of this Amendment, Declarant is the owner of all the undivided ownership interest in and to GOLF GREEN CONDOMINIUM PHASE I;

WHEREAS, it is the desire of the Declarant to correct any ambiguities, errors and/or inadvertent omissions;

NOW THEREFORE, in consideration of the premises and of the mutual benefits to accrue to all parties, the following provisions of CONDOMINIUM DECLARATION FOR GOLF GREEN CONDOMINIUM PHASE I are hereby amended to read as follows, to-wit:

Paragraph 28 (p) shall now read:

(p) Amendments to Declaration: Approval of Owners and Mortgagees. The consent of the owners of units to which at least sixty-seven percent (67%) of the votes in the association are allocated and the approval of first mortgagees holding mortgages on units which have at least fifty-one percent (51%) of the votes of units subject to mortgages shall be required to add or amend any material provisions to this Declaration or to the By-Laws which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common elements;
- (4) Insurance of fidelity bonds;
- (5) Rights to use of the common areas;
- (6) Responsibility for maintenance and repair of the units and common elements;
- (7) Expansion of the project; provided however, any annexation as set forth in Article 34 hereof shall not be considered an amendment hereto and therefor shall not be subject to the requirements of this Paragraph;
- (8) Boundaries of any unit;
- (9) Convertibility of units into common elements, or common elements into units;
- (10) Leasing of units;
- (11) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his unit;
- (12) Any provisions which are for the express benefit of first mortgage holders, insurers or guarantors of first mortgages;
- (13) Reallocation of interests in the general or limited common areas, or rights to their use, except as provided for in Article 34 hereof;
- (14) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; or
- (15) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs.

The consent of Owners of Units to which at least sixty-seven percent (67%) of the ownership interest in the property is allocated (which consent must be obtained at a meeting of the owners) and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven percent (67%) of the votes of the Units subject to Mortgages, shall be required to:

- (1) Partition or subdivide any Unit. In addition to the approval of the affected Owner(s) and any first lien mortgage holder(s), if any, must be obtained;
- (2) By act or omission, seek to abandon, partition, subdivide, encumber, or transfer the Common Elements, other than the granting of easements for public utilities or other public uses, except where a greater percentage is required by the act; or
- (3) Use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement or reconstruction of such property, except as provided by statute in the case of substantial loss, and as provided in Article 26.

FILED
 Sep 27 10 07 AM '04
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

The consent of the Owners of Units to which at least one hundred percent (100%) of the votes of the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven percent (67%) of the ownership interest in the Units subject to mortgages shall be required to terminate or to abandon the condominium status of the property by act or omission, except for different percentages as mandated by the act.

Any amendment which would change the percentage or fraction, except as provided in Article 34 herein, will require the consent of Owners of at least sixty-seven percent (67%) of the ownership interest in the property and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, provided that the change of percentage or fraction of ownership must have the approval of each Unit Owner affected by said amendment.

Any amendment to the Declaration must be approved by the required percentages of ownership interest at a meeting called by the association as long as such meeting is required by law. Should the meeting requirement not be mandated by law, amendments may be effected with the certification by the secretary of the association that the necessary owner approval was obtained or by obtaining the signatures of the owners who hold the request percentage ownerships.

No amendment to the Declaration may alter or destroy a unit or a limited common element with out the consent of the owners affected and the owners first mortgagees.

Any First Mortgagee who receives written request to approve additions or amendments to the Declaration or By-Laws, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request.

Paragraph 29 shall read as follows:

29. LIMITATION OF RESTRICTIONS ON DECLARANT. Declarant is undertaking the construction of individual condominium units. The completion of that work and the sale, rental and other disposal of condominium units is essential to the establishment and welfare of the property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors or subcontractors, from doing on the property or any condominium unit whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the property such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in condominium units by sale, lease or otherwise; or

(c) Prevent Declarant from conducting on any part of the property its business of completing said work and of establishing a plan of residential ownership and of disposing of said property in condominium units by sale, lease or otherwise; or

(d) Prevent Declarant from maintaining such property as may be necessary for the sale, lease or disposition thereof; or

(e) Prevent Declarant, its successors or assigns, or its or their representatives, from maintaining a sales office and maintaining and showing model apartment units to aid in the marketing of the apartment units during the sale and development period.

So long as Declarant, its successors and assigns, owns one or more of the condominium units described herein, including all condominium units annexed to the project pursuant to Article 34 hereof, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

Paragraph 33 (b) (3) shall read as follows:

(3) In the event that the Association determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenable, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants in common, in the proportionate ownership interest previously owned by each Owner in the Common Elements. Any decision to terminate the condominium status of the project must have the approval of all First Mortgagees holding the mortgages on units.

Paragraph 35 is added as follows:

35. Prior Restrictive Covenants. The property included within this Condominium Regime is subject to certain rights and benefits created under instruments styled "Consent to Mutual Use of Private Street System" filed for record under Harris County Clerk's File No. J-269203 and "Consent to Mutual Use of Private Street System" filed for record under Harris County Clerk's File No. J-194510, the terms and provisions of which are incorporated herein for all purposes.

Paragraph 36 is added as follows:

36. Mutual Private Street Use Agreement. Owners hereby irrevocably constitute and appoint the Association as Agent with a power of attorney coupled with an interest to execute any mutual private street use agreement that may become necessary in the event any governmental authority, body and/or agency requires same in the platting or replatting of the property adjoining this Condominium Regime.

It is understood and agreed that, with the exception of the above listed amendments, all other terms, provisions agreements contained in the CONDOMINIUM DECLARATION FOR GOLF GREEN CONDOMINIUM PHASE I and all Exhibits thereto, remain, in all respects, unchanged.

EXECUTED this the 20th day of September, 1984.

WITNESSETH:

Devaline Cox
Asst. Secretary

MIDANI CORPORATION

BY: [Signature]
President

THE 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 Al Madani known to me to be the person whose name is subscribed to the foregoing instrument for and as President of MIDANI CORPORATION, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.



MY HAND AND SEAL OF OFFICE, this the 21 day of September,

Linda M. Holmes
Notary Public

LINDA M. HOLMES
Notary Public, State of Texas
My Commission Expires 8-17-85

OFFICE OF THE
CLERK OF COURTS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
the Public Records on the date and at the time stamped
on the face and was duly RECORDED in the Office
of the Clerk of said Property of Harris County, Texas on

SEP 27 1984

Phil Salinas
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RETURN TO:
ASSOCIATED TITLE COMPANY
4507 SAN JACINTO
HOUSTON, TEXAS 77004



10000000000

N680932

**SECOND AMENDMENT OF CONDOMINIUM
DECLARATION FOR
GOLF GREEN CONDOMINIUM PHASE I**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:
05/21/92 00777143 N680932 \$ 200.00

WHEREAS, Midani Corporation, a Texas corporation, did file for record on August 17, 1984 in Volume 148, Page 30 of the Condominium Records of Harris County, Texas, that one (1) certain Condominium Declaration known as Golf Green Condominium Phase I, dated August 15, 1984 (the "Declaration"); and

WHEREAS, Midani Corporation did file for record on September 27, 1984 in Volume 149, Page 1 of the Condominium Records of Harris County, Texas, that one (1) certain Amendment of Condominium Declaration, dated September 20, 1984; and

WHEREAS, Mohammed Walid Jumaa Zabadne, the owner of Parcel One and Parcel Two hereinafter described, desires to submit Parcel One and Parcel Two to the Condominium Regime called Golf Green Condominium Phase I; and

WHEREAS, a sufficient number of Owners (Owners of Units to which at least sixty-seven percent [67%] of the votes in the association are allocated) and a sufficient number of First Mortgagees (First Mortgagees holding mortgages on Units which have at least fifty-one percent [51%] of the votes of Units subject to mortgages) as required under the Declaration, as amended, and under the Texas Condominium Act now desire to amend said Declaration;

NOW THEREFORE, for and in consideration of the premises and the mutual benefits to accrue to all parties, the Declaration is hereby amended in the following manner:

1. Exhibit "A" to the Declaration describing the real property and all improvements thereon to be submitted to the provisions of the Texas Condominium Act and to the Condominium Regime of Golf Green Condominium Phase I, is hereby amended to include (i) that certain property described as Parcel One, containing 0.4025 acres, upon which Building 32 is situated and (ii) that certain property described as Parcel Two, containing 0.3182 acres, upon which Building 34 is situated. Mohammed Walid Jumaa Zabadne, the owner of Parcel One and Parcel Two, by his execution hereof hereby submits Parcel One and Parcel Two to the Condominium Regime called Golf Green Condominium Phase I. Parcel One and Parcel Two are respectively more particularly described by metes and bounds on Exhibits "A" and "B" attached hereto and made a part hereof for all purposes and the improvements on Parcel One and Parcel Two and the designation of the Condominium Units, General Common Elements and Limited Common Elements thereon are

depicted on Exhibit "C" attached hereto and made a part hereof for all purposes.

2. Wherever the Declaration describes the real property as being divided into fifty-two (52) fee simple estates consisting of fifty-two (52) separately designated apartment units, or such similar language, the Declaration shall be amended so that the number "fifty-two (52)" shall be replaced by the number "seventy-six (76)."

3. Exhibit "C" to the Declaration setting forth each Owner's undivided percentage interest in the Common Elements and the corresponding minimum interest subject to diminution pursuant to the provisions of Article 34 is supplemented by Exhibit "D" attached hereto and made a part hereof for all purposes which sets forth each Owner's undivided percentage interest in the Common Elements after the addition of Parcel One and Parcel Two to the Condominium Regime.

4. The following paragraph under Article 28 of the Declaration:

"Any amendment which would change the percentage or fraction, except as provided in Article 34 herein, will require the consent of Owners of at least sixty-seven percent (67%) of the ownership interest in the property and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, provided that the change of percentage or fraction of ownership must have the approval of each Unit Owner affected by said amendment."

shall be amended to read as follows:

"Any amendment which would change the percentage or fraction, except as provided in Article 34 herein, will require the consent of Owners of at least sixty-seven percent (67%) of the ownership interest in the property and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to the mortgages, provided that a change of percentage or fraction of ownership (other than a proportionate decrease of the percentage or fraction of ownership resulting from the inclusion of additional property to the Condominium Regime) must have the approval of each Unit Owner affected by said amendment. Provided, further, that the inclusion of additional property to the Condominium Regime must be from the property described on Exhibit "E" to this Declaration. Provided, further, that all intended improvements to be constructed in future phases of the Condominium Regime must be substantially completed and consistent with

existing improvements in terms of quality of construction prior to any such amendment to this Declaration. Provided, further, that upon any such amendment, this Declaration shall apply to such real estate, the improvements located thereon and the Owners of the Units existing thereon as if such Units had been in existence on the date of recordation of this Declaration. Any such amendment shall not, however, materially impair the right of any Owner to use any existing or expanded Common Elements. Upon any such amendment, the percentage or fraction of ownership shall be adjusted in such proportion as the number of square feet in each Owner's Unit shall bear to the total square footage of all Units in the Condominium Regime, as expanded."

5. Prior to recordation of this Second Amendment, Exhibits "C" and "D" shall be replaced by a Site Map of the Golf Green Condominiums, dated April, 1992, Job No. 82087, prepared by Benchmark Engineering Corporation. All of the information contained on Exhibits "C" and "D" was photocopied from the above referenced Site Map.

6. This Second Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. It shall not be required that all parties execute the same counterpart so long as all parties execute an identical counterpart.

With the exception of the above listed amendments, all other terms, provisions, and agreements contained in the Declaration as amended, and all Exhibits thereto remain in all respects unchanged and are hereby expressly ratified and reaffirmed.

EXECUTED effective the 30 day of May, 1992.

OWNERS:
*Mohammed Walid Jumaa Zabadne by
Ali S. Ham, Attorney-in-Fact*
Mohammed Walid Jumaa Zabadne
Current Owner of Parcel One and
Parcel Two and of 46 Units:
A-2501, A-2503, A-2504, A-2505,
A-2506, B-2601, B-2602, B-2604,
B-2605, B-2607, B-2608, C-2701,
C-2702, C-2703, C-2704, C-2705,
C-2706, C-2707, C-2708, D-2801,
D-2802, D-2803, D-2804, D-2806,
D-2807, D-2808, E-2901, E-2902,
E-2903, E-2904, E-2905, E-2906,
E-2907, E-2908, F-3003, F-3004,
F-3005, F-3006, G-3101, G-3102,
G-3103, G-3104, G-3105, G-3106,
G-3107, G-3108

FILED
92 MAY 21 PM 12:31
Christina Schaefer
COUNTY CLERK
HARRIS COUNTY, TEXAS

CONDO PROJECT
DEED RECORDS
COUNTY, TEXAS
163002
PLAT DESIGNATION MRG 1

Penelope Kylie Gehring
Penelope S. Willie a/k/a
Penny Gehring
Current Owner of Unit A-2502

Karin L. Reeves
Current Owner of Unit B-2603

Joan Peters
Current Owner of Unit D-2805

Iyad Smadi
Current Owner of Units B-2606
and F-3001

Steven A. Boris

Felix A. Boris

Barbara C. Boris
Current Owners of Unit F-3002

FIRST MORTGAGEES:

First American Savings Bank, FSB
Mortgagee of Units A-2502,
B-2603 and F-3002

By: _____
Title: _____

7

Penelope S. Wylie a/k/a
Penny Gehring
Current Owner of Unit A-2502

Karin L. Reeves
Karin L. Reeves
Current Owner of Unit B-2603

Joan Peters
Current Owner of Unit D-2805

Iyad Smadi
Current Owner of Units B-2606
and F-3001

Steven A. Boris

Felix A. Boris

Barbara C. Boris
Current Owners of Unit F-3002

FIRST MORTGAGEES:

First American Savings Bank, FSB
Mortgagee of Units A-2502,
B-2603 and F-3002

By: _____
Title: _____

Penelope S. Wylie a/k/a
Penny Gehring
Current Owner of Unit A-2502

Karin L. Reeves
Current Owner of Unit B-2603

Jean Peters
Jean Peters
Current Owner of Unit D-2805

Iyad Smadi
Current Owner of Units B-2606
and F-3001

Steven A. Boris

Felix A. Boris

Barbara C. Boris
Current Owners of Unit F-3002

FIRST MORTGAGERS:


First American Savings Bank, FSB
Mortgagee of Units A-2502,
B-2603 and F-3002

By: _____
Title: _____

Penelope S. Wylie a/k/a
Penny Gehring
Current Owner of Unit A-2502

Karin L. Reeves
Current Owner of Unit B-2603

Joan Peters
Current Owner of Unit D-2805



Iyad Shadi
Current Owner of Units B-2606
and F-3001

Steven A. Boris

Felix A. Boris

Barbara C. Boris
Current Owners of Unit F-3002

FIRST MORTGAGEES:

First American Savings Bank, FSB
Mortgagee of Units A-2502,
B-2603 and F-3002

By: _____
Title: _____

PHASE 1
INT
PROJECT
RECORDS
TEXAS
3003
DESIGNATION MRG 1

Penelope S. Wylie a/k/a
Penny Gehring
Current Owner of Unit A-2502

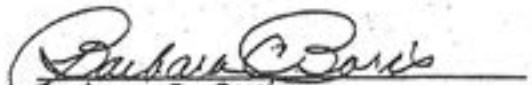
Karin L. Reeves
Current Owner of Unit B-2603

Joan Peters
Current Owner of Unit D-2805

Iyad Smadi
Current Owner of Units B-2606
and F-3002


Steven A. Boris


Felix A. Boris


Barbara C. Boris
Current Owners of Unit F-3002

FIRST MORTGAGERS:

First American Savings Bank, FSB
Mortgagee of Units A-2502,
B-2603 and F-3002

By: _____
Title: _____

First City, Texas-Houston, N.A.
Mortgages of Units B-2606 and
F-3001

By: _____
Title: _____

Federal Home Loan Mortgage
Corporation
Mortgages of Unit D-2805

By: _____
Title: _____

Republic Realty Services, Inc.
Mortgages of Units A-2501,
A-2503, A-2504, A-2505, A-2506,
B-2601 and B-2602

J. H. Machen
By: *J. H. Machen*
Title: *Exec. V. P.*

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Mohammed Walid Junaas Zabadne, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

My Commission Expires: _____

Texas Notary Public

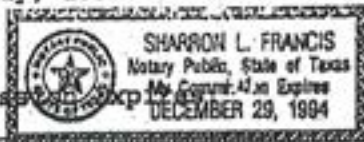
(Print Name)

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Penelope S. Wylie a/k/a Penny Gehring, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of May, 1992.

My Commission Expires
12/29/94



Sharron L. Francis
Texas Notary Public

Sharron L. Francis
(Print Name)

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Karin L. Reeves, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

My Commission Expires: _____

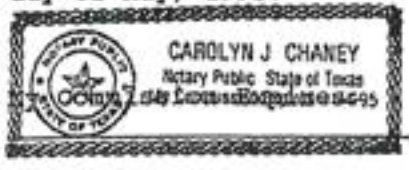
Texas Notary Public

(Print Name)

STATE OF TEXAS AGE S. GOLDEN IN HIS CAPACITY AS ATTORNEY-IN-FACT FOR

BEFORE ME, the undersigned authority, on this day personally appeared Mohammed Walid Jumaa Zabadne, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of May, 1992.



Carolyn J. Chaney
Texas Notary Public
CAROLYN J. CHANEY
(Print Name)

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Penelope S. Wylie a/k/a Penny Gehring, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

My Commission Expires: _____

Texas Notary Public

(Print Name)

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Karin L. Reeves, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of May, 1992.
Again

My Commission Expires: _____

Pat Henderson
Texas Notary Public

(Print Name)



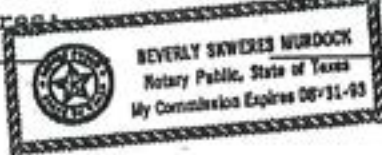
STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Iyad Smadi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of May, 1992.

Beverly Swerres Murdock
Texas Notary Public

My Commission Expires: _____



(Print Name)

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Joan Peters, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

Texas Notary Public

My Commission Expires: _____

(Print Name)

STATE OF MASSACHUSETTS

BEFORE ME, the undersigned authority, on this day personally appeared Steven A. Boris, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

Massachusetts Notary Public

My Commission Expires: _____

(Print Name)

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Iyad Smadi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

Texas Notary Public

My Commission Expires: _____

(Print Name)

STATE OF TEXAS

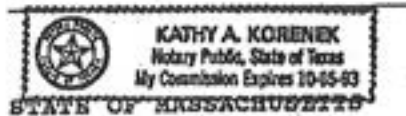
BEFORE ME, the undersigned authority, on this day personally appeared Joan Peters, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of May, 1992.

Kathy A. Korenek
Texas Notary Public

My Commission Expires: _____

Kathy A. Korenek
(Print Name)



BEFORE ME, the undersigned authority, on this day personally appeared Steven A. Boris, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

Massachusetts Notary Public

My Commission Expires: _____

(Print Name)

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Iyad Smadi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

Texas Notary Public

My Commission Expires: _____

(Print Name)

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Joan Peters, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

Texas Notary Public

My Commission Expires: _____

(Print Name)

STATE OF MASSACHUSETTS

BEFORE ME, the undersigned authority, on this day personally appeared Steven A. Boris, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for purposes and consideration therein expressed.

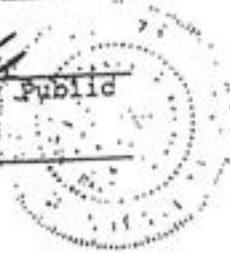
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of May, 1992.

Steven A. Boris
Massachusetts Notary Public

My Commission Expires: _____

My Comm. Ex. Date: April 17, 1996

Steven A. Boris
(Print Name)



STATE OF MASSACHUSETTS

BEFORE ME, the undersigned authority, on this day personally appeared Felix A. Boris, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of May, 1992.

My Commission Expires: _____

Anna Lucia
Massachusetts Notary Public

ANNA LUCIA
(Print Name)

STATE OF MASSACHUSETTS

BEFORE ME, the undersigned authority, on this day personally appeared Barbara C. Boris, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of May, 1992.

My Commission Expires: _____

Anna Lucia
Massachusetts Notary Public

ANNA LUCIA
(Print Name)

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared _____, in his/her capacity as _____ of First American Savings Bank, FSB, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

My Commission Expires: _____

Texas Notary Public

(Print Name)

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared _____, in his/her capacity as _____ of First City, Texas-Houston, N.A., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

Texas Notary Public

(Print Name)

My Commission Expires: _____

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared _____, in his/her capacity as _____ of Federal Home Loan Mortgage Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of May, 1992.

Texas Notary Public

(Print Name)

My Commission Expires: _____

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared J.H. MACHEN, in his/her capacity as Executive Vice President of Republic Realty Services, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of May, 1992.

Rosie Phillips
Texas Notary Public
Rosie Phillips
(Print Name)

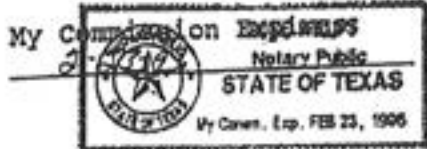


EXHIBIT "A"
(Page 1 of 2 Pages)

PARCEL ONE - 0.4025 ACRES:

COMMENCING AT A POINT FOR THE INTERSECTION OF THE EAST R.O.W. LINE OF SAID HARBOR TOWN DRIVE WITH THE SOUTH LINE OF SAID GOLF GREEN CONDOMINIUMS PHASE I AND II;

THENCE, NORTH 11 DEG. 08 MIN. 13 SEC. EAST, ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 3.04 FEET TO THE BEGINNING OF A 60.00 FOOT RADIUS CUL-DEL-SAC;

THENCE, A DISTANCE OF 129.00 FEET WITH THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 123 DEG. 10 MIN. 53 SEC. WITH A RADIUS OF 60.00 FEET AND WHOSE CHORD BEARS NORTH 09 DEG. 32 MIN. 47 SEC. EAST, A DISTANCE OF 105.55 FEET TO THE POINT OF BEGINNING HEREOF;

THENCE, A DISTANCE OF 29.62 FEET WITH THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28 DEG. 17 MIN. 16 SEC. WITH A RADIUS OF 60.00 FEET AND WHOSE CHORD BEARS NORTH 66 DEG. 11 MIN. 18 SEC. WEST, A DISTANCE OF 29.32 FEET TO A POINT FOR CORNER;

THENCE, DEPARTING SAID R.O.W. LINE FOR THE FOLLOWING TEN (10) COURSES AND DISTANCES:

(1) NORTH 03 DEG. 49 MIN. 32 SEC. WEST, A DISTANCE OF 15.16 FEET TO A POINT FOR CORNER;

(2) NORTH 86 DEG. 10 MIN. 28 SEC. EAST, A DISTANCE OF 19.00 FEET TO A POINT FOR CORNER;

(3) NORTH 03 DEG. 49 MIN. 32 SEC. WEST, A DISTANCE OF 58.73 FEET TO A POINT FOR CORNER;

(4) NORTH 65 DEG. 04 MIN. 17 SEC. EAST, A DISTANCE OF 170.50 FEET TO A POINT FOR CORNER;

(5) SOUTH 88 DEG. 00 MIN. 07 SEC. EAST, A DISTANCE OF 22.08 FEET TO A POINT FOR CORNER;

(6) SOUTH 39 DEG. 03 MIN. 13 SEC. EAST, A DISTANCE OF 53.62 FEET TO A POINT FOR CORNER;

(7) SOUTH 24 DEG. 55 MIN. 43 SEC. EAST, A DISTANCE OF 19.00 FEET TO A POINT FOR CORNER;

(8) SOUTH 65 DEG. 04 MIN. 17 SEC. WEST, A DISTANCE OF 203.64 FEET TO

EXHIBIT "A"
(Page 2 of 2 Pages)

A POINT OF CURVATURE;

(9) A DISTANCE OF 23.23 FEET WITH THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEG. 37 MIN. 21 SEC. WITH A RADIUS OF 97.72 FEET AND WHOSE CHORD BEARS SOUTH 58 DEG. 15 MIN. 37 SEC. WEST, A DISTANCE OF 23.18 FEET TO A POINT FOR CORNER; AND

(10) SOUTH 51 DEG. 26 MIN. 56 SEC. WEST, A DISTANCE OF 1.66 FEET, RETURNING TO THE POINT OF BEGINNING HEREOF AND CONTAINING 0.4025 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B"
(Page 1 of 2 Pages)

PARCEL TWO - 0.3182 ACRES:

COMMENCING AT A POINT FOR THE INTERSECTION OF THE SOUTH LINE OF SAID GOLF GREEN CONDOMINIUMS PHASE I WITH THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF HARBOR TOWN DRIVE (60 FOOT WIDE);

THENCE, NORTH 11 DEG. 08 MIN. 13 SEC. EAST, ALONG SAID WEST R.O.W. LINE OF HARBOR TOWN DRIVE, A DISTANCE OF 16.12 FEET TO A POINT OF CURVATURE;

THENCE, A DISTANCE OF 95.38 FEET WITH THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91 DEG. 04 MIN. 39 SEC. WITH A RADIUS OF 60.00 FEET AND WHOSE CHORD BEARS NORTH 03 DEG. 19 MIN. 27 SEC. WEST, A DISTANCE OF 85.65 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID R.O.W. LINE OF HARBOR TOWN DRIVE FOR THE FOLLOWING TEN (10) COURSES AND DISTANCES:

- (1) NORTH 61 DEG. 16 MIN. 44 SEC. WEST, A DISTANCE OF 1.66 FEET TO A POINT OF CURVATURE;
- (2) A DISTANCE OF 26.85 FEET WITH THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEG. 52 MIN. 44 SEC. WITH A RADIUS OF 51.48 FEET AND WHOSE CHORD BEARS NORTH 76 DEG. 13 MIN. 06 SEC. WEST, A DISTANCE OF 26.54 FEET TO A POINT OF TANGENCY;
- (3) SOUTH 88 DEG. 50 MIN. 32 SEC. WEST, A DISTANCE OF 81.27 FEET TO A POINT FOR CORNER;
- (4) NORTH 01 DEG. 09 MIN. 28 SEC. WEST, A DISTANCE OF 19.00 FEET TO A POINT FOR CORNER;
- (5) SOUTH 88 DEG. 50 MIN. 32 SEC. WEST, A DISTANCE OF 68.96 FEET TO A POINT FOR CORNER;

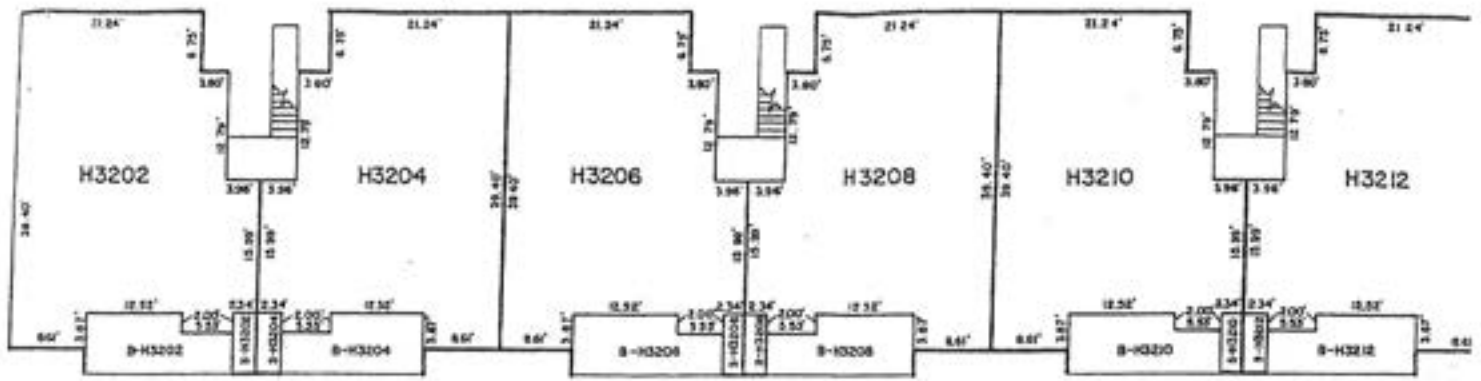
EXHIBIT "B"

(Page 2 of 2 Pages)

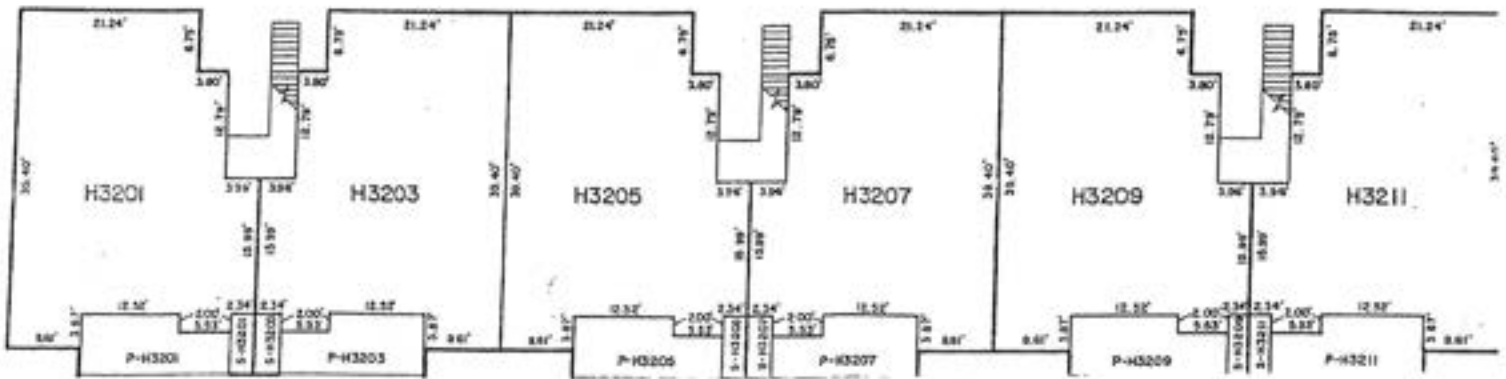
- (6) NORTH 01 DEG. 09 MIN. 28 SEC. WEST, A DISTANCE OF 62.00 FEET TO A POINT FOR CORNER;
- (7) NORTH 88 DEG. 50 MIN. 32 SEC. EAST, A DISTANCE OF 181.84 FEET TO A POINT FOR CORNER;
- (8) SOUTH 03 DEG. 49 MIN. 32 SEC. EAST, A DISTANCE OF 66.55 FEET TO A POINT FOR CORNER;
- (9) NORTH 86 DEG. 10 MIN. 28 SEC. EAST, A DISTANCE OF 19.00 FEET TO A POINT FOR CORNER;
- (10) SOUTH 03 DEG. 49 MIN. 32 SEC. EAST, A DISTANCE OF 6.66 FEET, RETURNING TO A POINT IN SAID WEST R.O.W LINE OF HARBOR TOWN DRIVE;

THENCE, WITH SAID WESTERLY R.O.W. LINE, A DISTANCE OF 31.90 FEET WITH THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30 DEG. 28 MIN. 00 SEC. WITH A RADIUS OF 60.00 FEET AND WHOSE CHORD BEARS SOUTH 57 DEG. 26 MIN. 52 SEC. WEST, A DISTANCE OF 31.53 FEET RETURNING TO THE POINT OF BEGINNING HEREOF AND CONTAINING 0.3182 ACRES OF LAND, MORE OR LESS.

SECOND FLOOR



BUILDING "H"



P078967

THIRD AMENDMENT OF
CONDOMINIUM DECLARATION
FOR
GOLF GREEN CONDOMINIUM PHASE I

RETURN TO:
DUNN, TUTTLE & WIDEMER
ATTORNEYS AT LAW
EIGHTH GREENWAY PLAZA, 10TH FLOOR
HOUSTON, TEXAS 77046-1102
P.L. P.L.S.U.P.

02/05/93 00149871 P078967 4 20.00 . . .

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

WHEREAS, Midani Corporation, a Texas corporation, did file for record on August 17, 1984, in Volume 148, Page 30 of the Condominium Records of Harris County, Texas, a certain Condominium Declaration for Golf Green Condominium Phase I, dated August 15, 1984, (the "Declaration"), whereby a condominium regime by said name was established under the Condominium Act of the State of Texas (the "Act");

WHEREAS, Midani Corporation did further file for record on September 27, 1984, in Volume 149, Page 1, of the Condominium Records of Harris County, Texas, a certain Amendment of Condominium Declaration for Golf Green Condominium Phase I, dated September 20, 1984, amending the Declaration in certain respects as therein provided;

WHEREAS, Mohammed Walid Juma Zabadne and certain other named individuals, the then owners of a requisite majority of the condominium units to which more than sixty-seven per cent (67%) of the votes in the Association are allocated did further file for record on May 21, 1992, under Clerk's File No. N630932 of the Condominium Records of Harris County, Texas, a certain Second Amendment of Condominium Declaration for Golf Green Condominium Phase I, dated May 20, 1992, amending the Declaration in certain respects as therein provided;

WHEREAS, Texas GITIC Corporation, a Texas corporation, the current owner of a majority of the condominium units to which more than sixty-seven per cent (67%) of the votes in the Association are allocated, desires to amend the Declaration in certain respects necessary to conform its provisions to the guidelines of the Federal Housing Administration ("FHA") of the U.S. Department of Housing and Urban Development ("HUD") for the purpose of qualifying Golf Green Condominium Phase I under a program for FHA-insured mortgage financing to facilitate resales of condominium units by unit owners; and,

WHEREAS, a sufficient majority of condominium unit owners (owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated) and a sufficient majority of First Mortgagees (First Mortgagees holding mortgages on condominium units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages) as required under the Declaration, as amended, and under the Act now desire to amend the Declaration as herein provided;

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits to accrue to all parties, the Declaration is hereby amended as follows:

1. Notwithstanding any provision of the Declaration to the contrary, the right of a unit owner to sell, transfer, or otherwise convey his or her ownership interest in or to a condominium unit shall not be subject to any right of first refusal or similar restriction.

2. The first sentence of subparagraph (g) Leases of Article 28 Protection of Mortgagee, of the Declaration shall be amended to read and be as follows:

"No unit owner shall be permitted to lease his or her unit for transient or hotel purposes and no lease shall be for a term of less than thirty (30) days".

3. Subparagraph (j) of Article 1. Definitions, of the Declaration shall be amended to read and be as follows:

"First Mortgagee" means the holder or insurer of a first mortgage lien on any condominium unit"

4. Subparagraph (p) of Article 28 Protection of Mortgages, of the Declaration shall be amended to read and be as follows:

*(p) Amendments of Declaration: Approval of Owners and Mortgagees.
The consent of the owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of First Mortgagees holding mortgages on units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages shall be required to add or amend any material provisions to this Declaration or to the By-Laws which establish, provide for, govern or regulate any of the following:

- (1) Voting
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common elements;
- (4) Insurance or fidelity bonds;
- (5) Rights to use of the common areas;
- (6) Responsibility for maintenance and repair of the units and common elements;
- (7) Boundaries of any unit;
- (8) Convertibility of units into common elements, or common elements into units;
- (9) Leasing of units;
- (10) Any provisions which are for the express benefit of first mortgage holders, insurers or guarantors of first mortgages;
- (11) Reallocation of interests in the general or limited common areas, or rights to their use;
- (12) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; or
- (13) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs.

The consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated (which consent must be obtained at a meeting of the owners) and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven percent (67%) of the votes of the Units subject to Mortgages, shall be required to:

- (1) Partition or subdivide any Unit. In addition, the approval of the affected Owners(s) and any first-lien mortgage holder(s), if any, must be obtained;
- (2) By act or omission, seek to abandon, partition, subdivide, encumber, or transfer the common elements, other than the granting of easements for public utilities or other public uses, except where a greater percentage is required by the Act; or
- (3) Use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement or reconstruction of such property, except as provided by statute in the case of substantial loss and as provided in Paragraph 26.

The consent of the Owners of Units to which one hundred percent (100%) of the votes of the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have one-hundred percent (100%) of the ownership interest in the Units subject to mortgages shall be required to terminate or to abandon the condominium status of the property by act or omission, except for different percentages as mandated by the Act in the event of termination due to destruction or condemnation.

Any amendment which would change the percentage or fractional ownership in the condominium regime will require the consent of Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have one-hundred percent (100%) of the votes of Units subject to mortgages, provided that the change of percentage or fraction of ownership must have the approval of each Unit owner affected by said amendment.

Any amendment to the Declaration must be approved by the required percentages of ownership interest at a meeting called by the Association as long as such meeting is required by law. Should the meeting requirement not be mandated by law, amendments may be effected with the certification by the Secretary of the Association that the necessary owner approval was obtained or by obtaining the signatures of the owners who hold the required percentages of ownership.

No amendment to the Declaration may alter or destroy a Unit or a limited common element without the consent of the owner or owners affected and the First Mortgagee of any such Unit.

Any First Mortgagee who receives a written request to approve any addition or amendment to the Declaration or By-Laws, and who does not deliver or post by U.S. Mail to the requesting party a negative response within thirty (30) days after such request, shall be deemed to have approved such request.

In addition to the consents of Owners of Units and the approvals of First Mortgagees required under the provisions of this subparagraph (p), any expansion or contraction of, addition or annexation to, or withdrawal, termination or abandonment of, the condominium shall additionally require the prior written consent of FHA, HUD, VA or the Federal National Mortgage Corporation, if holding, insuring, or guaranteeing any mortgage secured on a Unit at the time of any such action.

5. The last sentence of subparagraph (b)(3) of Article 33. Eminent Domain of the Declaration shall be amended to read and be as follows:

"Any decision to terminate the condominium status of the project must have the approval of First Mortgagees holding mortgages on Units which have one hundred-percent (100%) of the votes in the Association of Units subject to mortgages."

6. The fourth sentence of subparagraph (b)(5) of Article 33. Eminent Domain of the Declaration shall be amended to read and be as follows:

"The Owners representing an aggregate ownership interest of sixty-seven percent (67%) of the common elements and holders of First Mortgagees on Units which have one-hundred percent (100%) of the votes of Units subject to first mortgages may agree that the Property should be sold."

7. Article 34. Reservation of Right of Merger and Annexation, shall be, and hereby is, deleted in its entirety.

8. This Third Amendment of Condominium Declaration may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.

AS HEREBY AMENDED, the Declaration and all other terms, provisions, and agreements contained in the Declaration, and amendments thereto, and all exhibits and addenda thereto, remain in all respects unchanged and are hereby expressly ratified and reaffirmed in accordance with their terms.

IN WITNESS WHEREOF, the undersigned, comprising owners of condominium units to which more than sixty-seven percent (67%) of votes in the Association are allocated, all First Mortgagees, and the Association acting in accordance with the formal resolution of its members have executed this Third Amendment of Condominium Declaration to be effective the 28th day of January, 1993.

ASSOCIATION:

GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
ROCKY LAI, PRESIDENT

CONDOMINIUM UNIT OWNERS:

TEXAS OTIC CORPORATION

By: [Signature]
ROCKY LAI, PRESIDENT

RECORD AND BENEFICIAL OWNER OF 72 UNITS, TO WIT:

- A-2501, A-2503, A-2504, A-2505, A-2506,
- B-2801, B-2802, B-2804, B-2805, B-2808,
- C-2701, C-2702, C-2703, C-2704, C-2705,
- C-2706, C-2708, C-2801, D-2802, D-2803,
- D-2804, D-2806, D-2807, D-2808, E-2901,
- E-2902, E-2903, E-2904, E-2905, E-2906,
- E-2907, E-2908, G-3101, G-3102, G-3103,
- G-3104, G-3105, G-3106, G-3107, G-3108,
- B-2807, C-2707, F-3003, F-3005, F-3006,
- F-3004, H-3201, H-3202, H-3203, H-3204,
- H-3205, H-3206, H-3207, H-3208, H-3209,
- H-3210, H-3211, H-3212, J-3401, J-3402,
- J-3403, J-3404, J-3405, J-3406, J-3407,
- J-3408, J-3409, J-3410, J-3411, J-3412,
- B-2806, F-3001

CONSENTED TO BY FIRST MORTGAGEES:

HARBOR FINANCIAL MORTGAGE CORPORATION, SUCCESSOR TO FIRST AMERICAN SAVINGS BANK, FSB

By: [Signature]
Name: John C. Wright
Title: Senior Vice President

MORTGAGEE OF UNITS A-2502, B-2806 AND F-3002

93 FEB -5 PM 3:53
FILED
Pats. Redman
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS

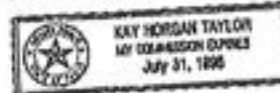
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day, personally appeared ROCKY LAI, President of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of Feb, 1993.

My Commission Expires:

Notary Public in and for the State of Texas



STATE OF TEXAS

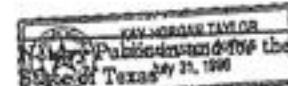
COUNTY OF Harris

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of Feb, 1993.

My Commission Expires:

7/31/96



Kay Morgan Taylor
Printed name of Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day, personally appeared JOSE C. WRIGHT, Senior Vice President of HARBOR FINANCIAL MORTGAGE CORPORATION, SUCCESSOR TO FIRST AMERICAN SAVINGS BANK, FSB, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of February, 1993.



My Commission Expires:

9/10/94

Karen A. Clayton
Notary Public in and for the State of Texas

Karen A. Clayton
Printed name of Notary Public

NOT PROHIBITED BY ANY OTHER INSTRUMENT THE SALE, REVENUE, SERVICE OF THE RECEIVED AND
PROPERTY RIGHTS OF JOHN W. HALL & SONS, INC. AND LINDSEY/CLARKSON FEDERAL LLC
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public Records
on the date and at the time and place herein stated by me, and was duly RECORDED
in the Official Public Records of Real Property of Harris County, Texas on

FEB. 5 1993



Quita Beckman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

PO81624

AL ALVP
RETURN TO:
DUNCAN, TRITNER & LEDBETTER
ATTORNEYS AT LAW
ELEVEN GREENWAY PLAZA, 10TH FLOOR
HOUSTON, TEXAS 77046-1102

119-55-1854

CERTIFICATE OF CORPORATE RESOLUTION

02/08/93 40037740 P081624 \$ 5.00

I, K. K. Wong, being Secretary of Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation, (the "Association"), do hereby certify that said corporation is duly organized and existing under the laws of the State of Texas and is in good standing in such State; that there is no provision of the Articles of Incorporation or by-laws of said corporation limiting the power of the Association to pass the resolution set out below and that the same is in conformity with the provisions of said Articles of Incorporation and by-laws; that the Secretary is the keeper of the records and minutes of the proceedings of the Association and that on the 26th day of January, 1993, there was held a Special Meeting of the Association, which was duly called and held in accordance with the law and the by-laws of the corporation, at which meeting all of the unit owners were present in person or by proxy; and that at said meeting the following resolution was duly, legally and unanimously passed and adopted and that the same has not been altered, amended, rescinded or repealed and is now in full force and effect:

RESOLVED, that whereas it is desirable to amend the Condominium Declaration for Golf Green Condominium Phase I, as amended, in certain respects to conform its provisions to HUD guidelines and to otherwise qualify the project for FHA - insured mortgage financing of its residential units; be it therefore,

RESOLVED, that the Third Amendment of Condominium Declaration for Golf Green Condominium Phase I, a true copy of which shall be attached to these Minutes and filed of public record, shall be, and hereby is, unanimously approved, confirmed and ratified in accordance with its terms and the President or the Vice-President of the Association shall be, and hereby is, authorized and directed to execute the same on behalf of the Association and its members, comprising all the Unit Owners of the condominium, and to cause the same to be duly filed of record in the Condominium Records of Harris County, Texas.

I further certify that the following persons are officers of the corporation and either one of which in their respective capacity is authorized to act on behalf of the corporation in connection with said loan:

ROCKY LAI, President
LARRY WONG, Vice President

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said corporation, this the 26th day of January, 1993.

K. K. Wong
K. K. WONG, SECRETARY

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26th day of January, 1993, by K. K. WONG and Secretary of Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation, and on behalf of said corporation.

My Commission Expires:



Kathy O'Dowd
NOTARY PUBLIC
Kathy O'Dowd
Notary's Name (printed)

NOTICE TO MEMBERSHIP
IF A CHANGE, ADDITION AND CHANGE
OF FILED IN THE PUBLIC RECORDS
HAS BEEN MADE.

5
9

119-55-1855

FILED

93 FEB - 8 PM 1:44

Quita Redman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY INSTRUMENT WHICH RESTRICTS THE SALE, LEASE, OR USE OF THE DESCRIBED REAL
PROPERTY SUBJECT OF THIS INSTRUMENT IS VOID UNDER THE UNIFORM UNIFORMED LAW
THE STATE OF TEXAS
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me, and was
duely RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

FEB 8 1993



Quita Redman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

S437933

GOLF GREEN CONDOMINIUMS - PHASE I

DECLARATION OF INTENDED USE

STATE OF TEXAS §

05/06/97 300112116 8437933 \$10.00

COUNTY OF HARRIS §

THIS DECLARATION, is made on the date hereinafter set forth by The Golf Green Condominium Homeowners Association, Inc., hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the Board of Managers of Golf Green Condominium Homeowners Association, Inc.;

WHEREAS, Declarant hereby consents to the replatting of Golf Green Condominiums - Phase II. Also known as Golf Green Garden Homes, Section One, Two, and Three as recorded under Film Code No. 387038, No. 387041, and 387044, respectively, Map Records of Harris County, Texas, as platted for a single family development;

WHEREAS, Declarant intends to amend the homeowners association for the aforementioned subdivision. This will include the mutual use for paving, drainage, private streets, storm sewers, sanitary sewers, water lines, common areas and other utility lines.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 5th day of May, 1997.

BOARD OF MANAGERS
GOLF GREEN CONDOMINIUMS
PHASE I

By: [Signature]

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared Rocky Lai known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of May, 1997.



Linda B. Schneider
Notary Public in and for the
State of Texas

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

MAY 6, 1997



Beulah B. Hoffman

COUNTY CLERK
HARRIS COUNTY TEXAS

27
Amended TOSS 430

COMMONWEALTH LAND TITLE COMPANY OF HOUSTON

518-98-2005

Handwritten signature

THIRD AMENDMENT OF
CONDOMINIUM DECLARATION FOR
GOLF GREEN CONDOMINIUM PHASE I

Handwritten signature

06/03/90 200616848 7058430 \$15.00

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Midmi Corporation, a Texas corporation, did file for record on August 17, 1984, in Volume 148, Page 30 of the Condominium Records of Harris County, Texas, a certain Condominium Declaration for Golf Green Condominium Phase I, dated August 15, 1984 (the "Declaration"), whereby a condominium regime by said name was established under the Condominium Act of the State of Texas (the "Act"); and

15
A

WHEREAS, Midmi Corporation did further file for record on September 27, 1984, in Volume 149, Page 1 of the Condominium Records of Harris County, Texas, a certain Amendment of Condominium Declaration for Golf Green Condominium Phase I, dated September 20, 1984, amending the Declaration in certain respects as therein provided; and

WHEREAS, Mohammed Walid Juma Zabadne and certain other named individuals, the then owners of a requisite majority of the condominium units to which more than sixty-seven percent (67%) of the votes in the Association are allocated did further file for record on May 21, 1992, under County Clerk's File No. N680932 of the Real Property Records of Harris County, Texas, a certain Second Amendment of Condominium Declaration for Golf Green Condominium Phase I, dated May 20, 1992, amending the Declaration in certain respects as therein provided; and

WHEREAS, Texas GITIC Corporation, a Texas corporation, the current owner of a majority of the condominium units to which more than sixty-seven percent (67%) of the votes in the Association are allocated, desires to further amend the Declaration in certain respects; and

WHEREAS, a sufficient majority of condominium unit owners (owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated) and a sufficient majority of First Mortgagees (First Mortgagees holding mortgages on condominium units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages) as required under the Declaration, as amended, and under the Act now desire to amend the Declaration as herein provided;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by Golf Green Condominium Homeowners Association, Inc. to the Association, the execution of that certain Access Easement and Joint Usage Agreement by Golf Green Condominium Homeowners Association, Inc. and the Association, the premises and the mutual benefits to accrue to all parties, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Declaration is amended as follows:

Q:\Ch\res4709\002\THIRD AMENDMENT.WPD
2002/04/21 11:12:54

518-98-2006

1. Effective the date set forth below, those certain three (3) tracts of land containing 0.3113 acre, 0.2493 acre and 0.1219 acre (which three (3) tracts of land are more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes) is subtracted, deducted, and removed from the Condominium Regime.
2. Effective the date set forth below, the Association shall transfer fee simple title to said three (3) tracts of land to Golf Green Condominium Homeowners Association, Inc.
3. Effective the date set forth below, the Association is authorized to execute that certain Access Easement and Joint Usage Agreement by and between Golf Green Condominium Homeowners Association, Inc. and the Association pertaining to said three (3) tracts of land.
4. This Third Amendment of Condominium Declaration may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.

AS HEREBY AMENDED, the Declaration and all other terms, provisions, and agreements contained in the Declaration, and amendments thereto, and all exhibits and addenda thereto, remain in all respects unchanged and are hereby expressly ratified and reaffirmed in accordance with their terms.

IN WITNESS WHEREOF, the undersigned, comprising owners of condominium units to which more than sixty-seven percent (67%) of votes in the Association are allocated, all First Mortgagees, and the Association acting in accordance with the formal resolution of its members have executed this Third Amendment of Condominium Declaration to be effective the 1st day of December, 1997.

ASSOCIATION:

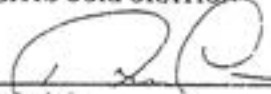
GOLF GREEN CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC. *bc*

By: *K. K. Wong*
Name: K. K. Wong
Title: President

518-98-2007

CONDOMINIUM UNIT OWNERS:

TEXAS GITIC CORPORATION

By: 
Name: Rocky-Lai
Title: President

RECORD AND BENEFICIAL OWNER OF 72
UNITS, TO-WIT:

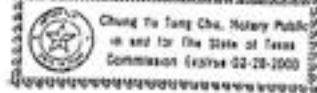
- A-2501, A-2503, A-2504, A-2505, A-2506, B-2601,
- B-2602, B-2604, B-2605, B-2608, C-2701, C-2702,
- C-2703, C-2704, C-2705, C-2706, C-2708, C-2801,
- D-2802, D-2803, D-2804, D-2806, D-2807, D-2808,
- E-2901, E-2902, E-2903, E-2904, E-2905, E-2906,
- E-2907, E-2908, G-3101, G-3102, G-3103, G-3104,
- G-3105, G-3106, G-3107, G-3108, B-2607, C-2707,
- F-3003, F-3005, F-3006, F-3004, H-3201, H-3202,
- H-3203, H-3204, H-3205, H-3206, H-3207, H-3208,
- H-3209, H-3210, H-3211, H-3212, J-3401, J-3402,
- J-3403, J-3404, J-3405, J-3406, J-3407, J-3408,
- J-3409, J-3410, J-3411, J-3412, B-2606, F-3001

STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

518-98-2008

BEFORE ME, the undersigned authority, on this day, personally appeared K. K. Wong, President of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of May, 1998.



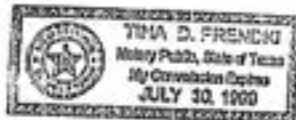
Chung Tu Tang Cho

Notary Public, State of Texas

STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of May, 1998.



Tina D. Frenck

Notary Public, State of Texas

NO PERSON WHOSE INTEREST IN ALL PARTS, OR ONE OF THE SEVERAL PARTS, OF ANY REAL PROPERTY IN THE STATE OF TEXAS IS AFFECTED BY THIS INSTRUMENT SHOULD RECORD THIS INSTRUMENT IN THE PUBLIC RECORDS OF THE COUNTY OF HARRIS UNTIL THE INSTRUMENT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF HARRIS.

JUN 3 1998



Beverly B. Hoffman

COUNTY CLERK
HARRIS COUNTY, TEXAS

Handwritten signature
90 JUN -3 PM 2:20
1111

**SECRETARY'S CERTIFICATE OF
GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

The undersigned, being the duly elected, qualified, and acting Secretary of Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for Golf Green Condominium Phase I" filed for record under County Clerk's File No. J655167, Volume 148, page 30 et seq., of the Condominium Records of Harris County, Texas, and all amendments there to as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto"

- (1). Articles of Incorporation

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 6 day of March, 2002.

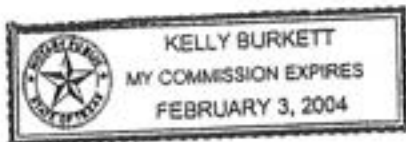
[Signature]
Bradley Klein, Secretary of
Golf Green Condominium Homeowners Association, Inc.,
a Texas non-profit Corporation

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6 day of March, 2002, by Bradley Klein, Secretary of Golf Green Condominium Homeowners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

[Signature]
Notary Public in and for the State of Texas



Record and Return to: Golf Green Condominium Homeowners Association, Inc.
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074

FILE FOR RECORD
8:00 AM

APR 25 2002

[Signature]
County Clerk, Harris County, Texas

551-27-0552

NOTICE
19
B

551-27-0553



The State of Texas

SECRETARY OF STATE

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

GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

Articles of Incorporation

August 21, 1984

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

17th day of September, A.D. 19 92 Gem

John Hannah Jr
Secretary of State



ARTICLES OF INCORPORATION

OF

GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas

AUG 21 1984

Clerk B
Corporations Section

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the Corporation is GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes 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 GOLF GREEN CONDOMINIUM PHASE I, a condominium project established pursuant to Article 1301a of the Texas Revised Civil Statutes and that certain Condominium Declaration dated August 15, 1984, recorded in Volume 148, Page 30 of the Condominium Records of Harris County, Texas (the "Declaration"); to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of GOLF GREEN CONDOMINIUM PHASE I as a condominium project in accordance with the Declaration; to promote the health, safety and welfare of the residents within the above-mentioned 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.

551-27-0554

ARTICLE V

The street address of the initial registered office of the Corporation is 2401 Fountainview, Suite 810, Houston, Texas, 77057, and the name of its initial registered agent at such address is Rudi Midani.

ARTICLE VI

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 to 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 hold 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:

<u>Name</u>	<u>Address</u>
RUDY MIDANI	2401 Fountainview, Suite 810 Houston, Texas 77057
Z. AL MIDANI	2401 Fountainview, Suite 810 Houston, Texas 77057
MASSER JALLAD	2401 Fountainview, Suite 810 Houston, Texas 77057

The affairs of the Association shall be managed by a Board of three (3) Managers. The number of Managers 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 Managers until the election of their successors are:

<u>Name</u>	<u>Address</u>
RUDY MIDANI	2401 Fountainview, Suite 810 Houston, Texas 77057
Z. AL MIDANI	2401 Fountainview, Suite 810 Houston, Texas 77057
MASSER JALLAD	2401 Fountainview, Suite 810 Houston, Texas 77057

551-27-0555

ARTICLE VIII

Amendment of these articles shall require the assent of three-fourths (3/4ths) of the entire membership.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of August, 1984.

[Signature]
RUDI MIDANI

[Signature]
Z. AL MIDANI

[Signature]
NASSER JALLAD

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, Theresa E. Cole, a Notary Public, do hereby certify that on this 15th day of August, 1984, personally appeared before me RUDI MIDANI, who, being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year written above.

Theresa E. Cole
Notary Public, State of Texas
My Commission Expires: 2-22-88

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I: Theresa E. Cole, a Notary Public, do hereby certify that on this 15th day of August, 1984, personally appeared before me Z. AL MIDANI, who, being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year written above.

Theresa E. Cole
Notary Public, State of Texas
My Commission Expires: 2-22-88

5551-27-0556

THE STATE OF TEXAS §

COUNTY OF HARRIS §

I, Theresa E. Cole, a Notary Public, do hereby certify that on this 15th day of August, 1984, personally appeared before me NASSER JALLAD, who, being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year written above.

Theresa E. Cole
Notary Public, State of Texas
My Commission Expires: 2-22-88

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

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

APR 25 2002



Dorothy B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

551-27-0557

**SECRETARY'S CERTIFICATE
GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
A Texas Non-Profit Corporation**

Resolution Regarding Application of Funds

The undersigned, being the duly elected, qualified and acting Secretary of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. (the "Association"). A Texas non-profit corporation, and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on March 6, 2002.

WHEREAS, the Association is responsible for governance and maintenance of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. as described in the Declaration of Covenants, Conditions and Restrictions for GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., "Condominium Declaration for Golf Green Condominium Phase I", filed under County Clerk's File Number J655167, Volume 148, Page 30 et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

WHEREAS, the Association exists pursuant to state law and it's governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and it's governing documents; and

WHEREAS, there is a need for a policy with regard to application of funds for GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.,

AND WHEREAS, the Board of Directors of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., wishes to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. sets the policy as follows:

Any and all payments that are received on behalf of the Association, either by the office of management or by the lockbox of the Association's banking institution be applied as follows;

*Resolution Regarding Application of Funds
for
Golf Green Condominium Homeowners Association, Inc.*

Page 1 of 2

FILE FOR RECORD
8:00 AM

APR 25 2002

County Clerk
County Clerk, Harris County, Texas

551-27-0561

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



Bradley Klein, Secretary of
Golf Green Condominium Homeowners
Association, Inc. a Texas Non-Profit
Corporation

*for
role*

Date

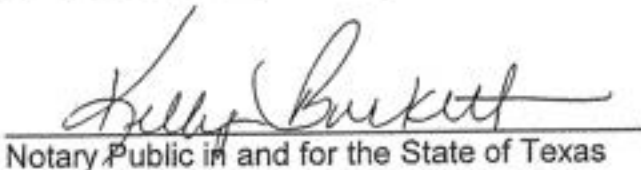
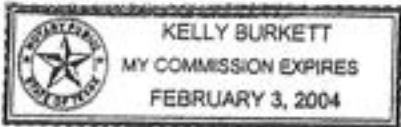
3/15/02

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15 day of March, 2002, by Bradley Klein, Secretary of Golf Green Condominium Homeowners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.


Notary Public in and for the State of Texas

Record and Return to: Golf Green Condominium Homeowners Association, Inc.
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074

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

APR 25 2002

Resolution Regarding Application of Funds
for
Golf Green Condominium Homeowners Association,



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

551-27-0562

**SECRETARY'S CERTIFICATE
GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
A Texas Non-Profit Corporation**

Resolution Regarding Violation Assessments for Deed Restriction Violations

The undersigned, being the duly elected, qualified and acting Secretary of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. (the "Association"). A Texas non-profit corporation, and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on March 6, 2002.

WHEREAS, the Association is responsible for governance and maintenance of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. as described in the Declaration of Covenants, Conditions and Restrictions for GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., "Condominium Declaration for Golf Green Condominium, Phase I", filed for record under County Clerk's File No. J655167, Volume 148, page 30, et seq., of the Condominium Records of Harris County, Texas, and all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), and

WHEREAS, the Association exists pursuant to state law and it's governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and it's governing documents; and

WHEREAS, there is a need for a policy with regard to assessments for violation of the rules and regulations of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., and

WHEREAS, the Board of Directors of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., wishes to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. sets the policy as follows:

*Resolution Regarding
Violation Assessment for Deed Restriction Violations
For
Golf Green Condominium Homeowners Association, Inc.*

**FILE FOR RECORD
8:00 AM
APR 25 2002**

Dorothy L. Hayden
County Clerk, Harris County, Texas

551-27-0558

13
B

Res

Golf Green Condominium Homeowners Association, Inc.
Resolution Regarding Violation Assessment for Deed Restriction Violations
(continued)

The unit owner will be sent a First Notice upon inspection of a said violation requesting immediate cure of same. If the matter is not cured immediately, the unit owner will be sent a Second Notice;

The Second Notice will advise the unit owner that he has the right to request a hearing before the Board of Directors. Said request for a hearing must be received in writing within 30 days from the date of the letter. It will also advise him that a violation assessment ranging from \$50.00 to \$200.00 will be imposed if the violation is not cured. If said violation is not cured within 30 days, the unit owner will be sent a Third Notice;

The Third Notice will impose a violation assessment in the amount of \$50.00 for each infraction of the Deed Restrictions for Golf Green Condominium Homeowners Association, Inc.;

The Fourth Notice will impose a violation assessment in the amount of \$100.00 for each infraction of the Deed Restrictions for Golf Green Condominium Homeowners Association, Inc.;

The Fifth Notice, and each notice thereafter, will impose a violation assessment in the amount of \$200.00 for each infraction of the Deed Restrictions for Golf Green Condominium Homeowners Association, Inc.

Should the violation not be cured after processing the Fifth Notice, the Unit and Violation will be discussed among the Members of the Board at a Board of Directors Meeting in order to determine the next step to be taken in deed restriction enforcement.

If said violation is not cured *upon imposing the initial violation fine*, the Association will follow through with any remedy available to have the violation corrected, this will include, but not be limited to, employing an attorney to file a lawsuit against the unit owner.

Payment for all costs incurred will become the responsibility of the unit owner.

Resolution Regarding
Violation Assessment for Deed Restriction Violations
For
Golf Green Condominium Homeowners Association, Inc.

551-27-0559

Golf Green Condominium Homeowners Association, Inc.
Violation Assessment for Deed Restriction Violations
(continued)

Dated this 6 day of March, 2002.



Bradley S. Klein Secretary for
Golf Green Condominium
Homeowners Association, Inc.

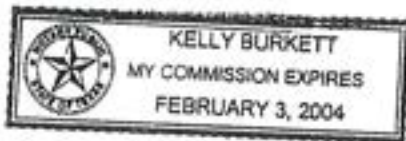
102
NORC

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This instrument was acknowledged before me on the 6 day of March, 2002, by Bradley Klein, Secretary of Golf Green Condominium Homeowners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.



Kelly Burkett
Notary Public in and for the State of Texas

Record and Return to: GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074

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

APR 25 2002

Resolution Regarding
Violation Assessment for Deed Restriction Violations
For
Golf Green Condominium Homeowners Association, Inc.



Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

551-27-0568

W218974

AMENDED AND RESTATED JOINT ACCESS EASEMENT,
USAGE AND MAINTENANCE AGREEMENT

11/13/02 300887498 W218974

\$19.00

This Amended and Restated Joint Access Easement, Usage and Maintenance Agreement (this "Agreement") is made and entered into effective as of the 5th day of November, 2002, by and between the Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation ("Condos"), and Golf Green Garden Homeowners Association, Inc., a Texas non-profit corporation ("Garden Homes").

RECITALS

WHEREAS, Condos and Garden Homes entered into and executed that certain "Joint Access Easement, Usage and Maintenance Agreement" dated December 1, 1997 recorded under County Clerk's File No. T058427 of the Real Property Records of Harris County, Texas (the "Original Agreement");

WHEREAS, Condos and Garden Homes wish to amend and restate the Original Agreement in its entirety;

WHEREAS, Garden Homes is the owner of that certain tract of land situated in Harris County, Texas described as follows:

That certain 28 foot wide permanent access easement (the "Easement") as located in Golf Green Garden Homes, Sections One, Two and Three, a subdivision out of the C. Ennis Survey, Abstract No. 252 and the J.B. Pier Survey, Abstract No. 1103, Harris County, Texas, according to the maps thereof, recorded in Film Code Nos. 394020, 396080, and 396083, respectively, of the Map Records of Harris County, Texas (the "Access Parcel");

WHEREAS, pursuant to that certain "Condominium Declaration for Golf Green Condominium Phase I" (the "Declaration") recorded in Vol. 148, Page 30, et. seq., of the Condominium Records of Harris County, Texas, Condos is responsible for the administration of the condominium regime known as Golf Green Condominiums on behalf of the owners within such regime located on that certain tract of land situated in Harris County, Texas as follows:

All that certain 3.4494 acre (150,256 square feet) tract of land out of a 5.7454 acre tract platted as Golf Green Condominiums, Phase I, recorded in Volume 318, Page 11 of the Harris County Map Records; said 3.4494 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Condominium Property");

WHEREAS, Condos has requested from Garden Homes a non-exclusive easement for pedestrian and vehicular ingress and egress over and across the Access Parcel;

WHEREAS, Garden Homes has requested from Condos a non-exclusive easement for pedestrian and vehicular ingress and egress over and across the Condominium Property to the swimming pool located on the Condominium Property and use of the swimming pool by the owners/members of Garden Homes;

WHEREAS, Condos and Garden Homes have agreed (i) to establish a plan of non-exclusive use of the Access Parcel; and (ii) to establish a plan of non-exclusive use of the Condominium Property to access the swimming pool and allow for the use of the swimming pool by the owners/members of Garden Homes.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, (i) Garden Homes does hereby grant, sell and convey to Condos a non-exclusive, perpetual easement in over and across the Access Parcel, subject to the following terms and conditions to which the parties do hereby agree; and (ii) Condos does hereby grant, sell and convey to Garden Homes a non-exclusive, perpetual easement in over and across the Condominium Property for the purpose of providing access to the swimming pool, subject to the following terms and conditions to which the parties do hereby agree:

1. **EASEMENT OVER ACCESS PARCEL.** Garden Homes hereby grants, sells and conveys unto Condos, its successors and assigns, a non-exclusive easement over, across and upon the Access Parcel for the purpose of reasonable vehicular and pedestrian ingress, egress, regress and reasonable access to and from the main entrance of the access gate through the property of Garden Homes to public streets. Other than traffic associated with Garden Homes' use of the Access Parcel, only passenger vehicles, light trucks and pedestrian traffic associated with the use of the Condominium Property by the owners/members of Condos may use the Access Parcel. Condos shall not be allowed to use the Access Parcel for heavy truck traffic except as may be necessary for delivering items to the owners/members of the Condominium Property.

2. **MAINTENANCE OF ACCESS PARCEL.** Garden Homes, its successors or assigns, shall have the absolute right and obligation to operate, maintain, repair, regulate, administer, improve and manage the Access Parcel and shall cause the same to be maintained in a safe, sightly, and functional condition. Nothing herein contained shall be construed as granting the Condos any rights or obligations with respect to the operation, maintenance, repair, regulation, administration, improvement and management of the Access Parcel.

3. **REIMBURSEMENT BY CONDOS, ITS SUCCESSORS AND ASSIGNS.** Condos agrees to reimburse Garden Homes for fifty percent (50%) of the following expenses incurred subsequent to the date hereof:

A. Reasonable direct costs incurred by Garden Homes, from time to time, in the performance of maintenance of the Access Parcel;

B. Reasonable management or administrative fees or costs incurred by Garden Homes related to the maintenance and administration of the Access Parcel;

C. Reasonable costs incurred by Garden Homes, from time to time, in maintaining the access gate located at the entrance of the Access Parcel;

D. Ad valorem or other governmental fees related to or pertaining to the Access Parcel;

E. Insurance premiums paid by Garden Homes for insurance coverage related to the Access Parcel; and

F. Other fees and expenses related to or attributable to the Access Parcel.

4. **EASEMENT OVER CONDOMINIUM PROPERTY.** Condos hereby grants, sells and conveys unto Garden Homes, its successors and assigns, a non-exclusive easement over, across and upon the Condominium Property for the purpose of reasonable vehicular and pedestrian ingress, egress, regress and reasonable access to and from the swimming pool located on the Condominium Property and for the use of the swimming pool by the owners/members of Garden Homes and their guests and invitees. Provided, however, that this easement shall be subject to any and all existing rules and regulations regarding the swimming pool and the common area of the Condominium Property, and that Condos shall have the right to adopt and amend additional rules and regulations concerning the use of the swimming pool and the common area of the Condominium Property.

5. **MAINTENANCE OF THE SWIMMING POOL LOCATED ON THE CONDOMINIUM PROPERTY.** Condos, its successors or assigns, shall have the absolute right and obligation to operate, maintain, repair, regulate, administer, improve and manage the swimming pool located on the Condominium Property and shall cause the same to be maintained in a safe, sightly, and functional condition. Nothing herein contained shall be construed as granting the Garden Homes any rights or obligations with respect to the operation, maintenance, repair, regulation, administration, improvement and management of the swimming pool located on the Condominium Property.

6. **REIMBURSEMENT BY GARDEN HOMES, ITS SUCCESSORS AND ASSIGNS.** Garden Homes agrees to reimburse Condos for fifty percent (50%) of the following expenses incurred subsequent to the date hereof:

A. Reasonable direct costs incurred by Condos, from time to time, in the performance of maintenance of and improvements to the swimming pool located on the Condominium Property;

B. Reasonable management or administrative fees or costs incurred by Condos related to the maintenance and administration of the swimming pool located on the Condominium Property;

C. Ad valorem or other governmental fees related to or pertaining to the swimming pool located on the Condominium Property or the personal property located at such swimming pool;

D. That portion of the insurance premiums paid by Condos for insurance coverage related to the swimming pool located on the Condominium Property; and

E. Other fees and expenses related to or attributable to the swimming pool located on the Condominium Property.

8. **SECURITY PATROL SERVICES.** Condos and Garden Homes have agreed to and have in fact entered into and executed a contract with a security patrol service. Condos and Garden Homes agree to each pay fifty percent (50%) of the costs and expenses associated with the current contract for security patrol services, or any future contract for security patrol services entered into and approved by both Condos and Garden Homes, incurred subsequent to the date hereof including but not limited to:

A. Reasonable direct costs incurred to employ a security patrol service;

B. Reasonable management or administrative fees or costs incurred by the employment of a security patrol service;

C. Ad valorem or other governmental fees related to or pertaining to the employment of a security patrol service;

D. Insurance premiums related to the employment of a security patrol service; and

E. Other fees and expenses related to or attributable to the employment of a security patrol service.

9. **LIGHTING.** Condos and Garden Homes agree to each pay fifty percent (50%) of all of the costs and expenses associated with the installation and maintenance of approximately six (6) lights to be installed on the carports located in the Condominium Property (the "Lights"), including but not limited to the following expenses incurred subsequent to the date hereof:

A. Reasonable direct costs incurred in the installation of the Lights;

B. Reasonable direct costs incurred, from time to time, in the performance of maintenance, repair and replacement of the Lights;

B. Reasonable management or administrative fees or costs incurred related to the maintenance, repair and replacement of the Lights; and

C. Other fees and expenses related to or attributable to the Lights.

10. **COURT AND ATTORNEYS' FEES.** In the event of any controversy, claim or dispute relating to this instrument or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses including all court costs and attorneys' fees.

11. **INDEMNIFICATION.** Condos shall indemnify and hold harmless Garden Homes from any claims which may arise out of or relate to Condos' use of the Access Parcel. Garden Homes shall indemnify and hold harmless Condos from any claims which may arise out of or relate to Garden Homes' use of the Condominium Property and the swimming pool located on the Condominium Property.


12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect and no modification hereof shall be binding unless in writing signed by the parties hereto.

13. **BINDING EFFECTING.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Executed the date and year first above written.

GOLF GREEN CONDOMINIUM HOMEOWNERS
ASSOCIATION, INC., a Texas non-profit
corporation

(2)
1/02
JL

By: 

Name: Rocky Lai

Title: President

GOLF GREEN GARDEN HOMEOWNERS
ASSOCIATION, INC., a Texas non-profit
corporation

1/02
JL

By: 

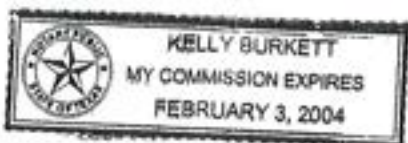
Name: Kevin Chu

Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared Rocky Lai, in his capacity as President of Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 5th day of November, 2002.

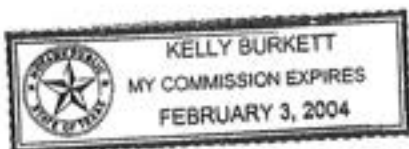


Kelly Burkett
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared Kevin Chu, in his capacity as President of Golf Green Garden Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 5th day of November, 2002.



Kelly Burkett
Notary Public in and for the State of Texas

FILE FOR RECORD
8:00 AM

NOV 13 2002

Dorothy L. Hayden
County Clerk, Harris County, Texas

✓ RECORD AND RETURN TO
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Kristi Slaughter
808 Travis, Suite 2600
Houston, Texas 77002-5778

003-00-0301

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

NOV 13 2002



Barclay B. Keyman

COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF
THE BOARD OF MANAGERS OF
GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
(RULES AND REGULATIONS OF GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.)**

The undersigned being the duly elected and qualified Secretary of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), do hereby certify at the regular meeting of the Board of Managers of the Association (the "Board of Managers") held on November 13, 2002, with at least a majority of the Board of Managers being present, the following resolution was duly made and approved by the Board of Managers:

WHEREAS pursuant to that certain "Condominium Declaration for Golf Green Condominium Phase I" recorded in Volume 148, Page 30, et. seq., of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration") and the "Bylaws (of) Golf Green Condominium Homeowners Association, Inc." (the "Bylaws"), the Association is charged with the responsibility for administering Golf Green Condominiums (the "Property") and the respective restrictive covenants set forth therein; and

WHEREAS, pursuant to Article IV, Section 3(b) of the Bylaws, the Board of Managers of the Association may establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Property with the right to amend same from time to time; and

WHEREAS, pursuant to §82.102 of the TEXAS PROPERTY CODE, the Association acting through its Board of Managers may adopt and amend rules regulating the use; occupancy, leasing or sale, maintenance, repair, modification and appearance of units and common elements, to the extent the regulated actions affect common elements or other units; and

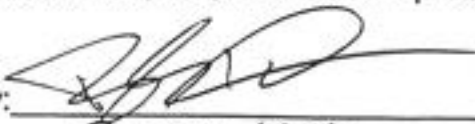
WHEREAS, the Board of Managers wishes to adopt Rules and Regulations of the Association.

NOW THEREFORE, be it resolved that the Board of Managers, on behalf of the members of the Association, duly adopt the attached Rules and Regulations of Golf Green Condominium Homeowners Association, Inc. (the "Rules and Regulations"), which shall be binding upon all owners and their grantees, lessees, tenants, occupants successors, heirs and assigns who currently or in the future may possess an interest in the Property.

RESOLVED, the Board of Managers of the Association hereby adopts the "Rules and Regulations of Golf Green Condominium Homeowners Association, Inc." attached hereto as Exhibit "A".

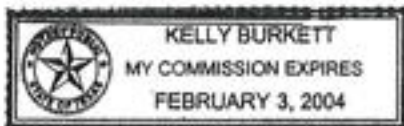
WITNESS MY HAND on this 13 day of November, 2002.

GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: 
Bradley Klein, Secretary


STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 13 day of November, 2002, by Bradley Klein, Secretary of Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.




Notary Public - State of Texas

RECORDED AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Kristi A. Slaughter
808 Travis, Suite 2600
Houston, Texas 77002


COUNTY CLERK
HARRIS COUNTY, TEXAS
2002 NOV 19 AM 11:30
FILED

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

185248

FILM CODE _____

GOLF GREEN CONDOMINIUM
HOMEOWNERS ASSOCIATION INC.
CERTIFICATE OF CORPORATE RESOLUTION

**RULES AND REGULATIONS OF
GOLF GREEN CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.**

DEFINITIONS

In addition to any other definitions which are set forth in the Declaration and the Bylaws, which definitions are hereby incorporated by reference, the following terms shall have the following meanings:

- A. "Association" means and refers to Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns, as defined in the Declaration.
- B. "Board" or "Board of Managers" means and refers to the Board of Managers of the Association, as defined in the Declaration.
- C. "Bylaws" means and refers to the Bylaws (of) Golf Green Condominium Homeowners Association, Inc., and all amendments thereto, as defined in the Declaration.
- D. "Declaration" means and refers to that certain Condominium Declaration for Golf Green Condominium Phase I recorded in Volume 148, Page 30, et. seq., of the Condominium Records of Harris County, Texas, together with all amendments thereto.
- E. "Owner" shall mean and refer to a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units, as defined in the Declaration.
- F. "Property" means and refers to Golf Green Condominium and shall have the meaning as set forth in and as defined in the Declaration.

I. VEHICLES

- A. All vehicle rules and regulations apply to all owners, residents and guests of the Property.
- B. Specific rule interpretations, clarifications or amendments will be made by the Board, as necessary.
- C. The Association is not responsible for theft or damage to any vehicle on the Property. This is the vehicle owner's responsibility, and it is recommended that vehicle owners verify appropriate coverage through their auto and/or homeowner's policies.

Exhibit

" A "

- D. The speed limit within the Property is ten (10) miles per hour.
- E. Each Owner shall operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within the parking area so as to minimize the risk of property damage and personal injury.
- F. For purposes of these rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) in any parking area or any other area within the property. Without limitation, a vehicle shall be deemed not to be in operating condition if same has expired or missing license tags or inspection stickers, or is incapable of being driven due to mechanical condition of any kind. Boats, jet skis, trailers, campers, motor homes, recreational vehicles, commercial vehicles, trucks (other than standard-size pick-up trucks), trucks with "dualie" wheels and the like shall not be parked in any parking area or any other area within the Property. No noisy or smoky vehicles may be operated on or within the Property. No motorcycles without mufflers shall be permitted on or within in the Property.
- G. All residents are to park in their designated/assigned parking space. Parking of motorcycles in locations other than those normally used for automobiles is prohibited.
- F. With the exception of brief and occasional routine maintenance on owner's or resident's personal vehicles, washing, repairs, restoration, or maintenance of vehicles is prohibited on the Property, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- G. Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. No owner or resident shall cause or permit the blowing of a horn of any vehicle in which such owner or resident or his or her guest or family shall be occupants while approaching or in the parking areas or garage serving the Property. No vehicle may be kept on the property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these rules.
- H. All towing, storage and related costs are at the vehicle owner's expense.
- I. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the property. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the property. No vehicle may be parked, even temporarily, in spaces reserved for other Owners, in fire lanes, or in any area which may be designated as "No Parking" from time to time. The following vehicle violations, are subject to immediate towing (i.e., no advance notification required), as they represent a potential threat to the safety and well-being of others at the Property.
1. Any vehicle parked in a no parking zone (yellow curb) is subject to immediate towing. These zones must be kept clear for emergency vehicle access, as well as

for maintenance and service traffic.

2. Any vehicle otherwise obstructing or impeding the traffic flow within the Property is subject to immediate towing.

3. Any vehicle deemed as a potential danger or hazard to residents, such as a vehicle leaking gasoline, is subject to immediate towing.

J. The following vehicle violations are also subject to towing, but advance notice will be provided. Advance notice will consist of a sticker being placed on the vehicle, advising of the violation and the date to be towed. While not required, Managing Agent may also advise the vehicle owner of the violation by phone or letter, if the owner can be readily identified. This is not a requirement before towing, but may be provided as a courtesy.

1. Boats, trailers, campers and recreational vehicles are not permitted at the Property and are subject to towing.

2. Motorcycles not parked appropriately are subject to towing.

3. Non-operational vehicles (not currently licensed and inspected, and/or in running condition) are subject to towing.

4. Commercial vehicles are subject to towing. Commercial vehicles are defined as any vehicle built for commercial use, such as plumbing trucks, electrician's trucks, wreckers, flat beds, bob tails, stake body trucks, etc., as well as company vehicles commercially licensed or otherwise identified as primarily a commercial vehicle.

5. Vehicles leaking excessive fluids are subject to towing.

6. Vehicles under repair for an unreasonable amount of time, such as on a jack or missing a wheel, are subject to towing.

7. Vehicles improperly parked, such as non-parallel street parking, are subject to towing.

K. These vehicle rules and regulations are for the overall benefit of the owners and residents of the Property. Any vehicle in violation of these rules may be stickered, wheel-locked, towed pursuant to the Texas towing statute, or otherwise removed from the property by the Board of Managers, at the expense of the vehicle's owner. In addition or in lieu of the foregoing, the Association shall be entitled to take any available legal action (including seeking mandatory injunctive relief) in the event of any violation of these rules. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for rule violations.

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

CONDOMINIUM RECORDS OF COUNTY CLERK

II. OUTSIDE CHANGES

- A. An owner or resident shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No owner or resident shall in any way, alter, modify, add to or otherwise perform any work whatsoever upon any of the common elements, without prior written consent of the Board of Managers.
- B. Outside changes include, but are not limited to, light fixtures, antennas, patio covers, fencing, trellises, awnings, storage sheds, lattice work, etc.
- C. No owner or resident shall install or cause to be installed on the common elements, on the exterior of any building, on the walls of any building, out of the windows of any unit, or on the roof of any building, any wiring for electrical or telephone installation or for any other purposes, television or radio antennae, machines, or other air conditioning units, except as expressly approved in writing by the Board. Satellite dishes may be installed in accordance with the policy adopted by the Board.
- D. Nothing shall be stored in the common elements without prior consent of the Board, except in storage areas or as otherwise herein expressly provided.

III. INTERIOR OF UNITS AND INTERIOR CHANGES

- A. Any interior changes which may affect the structural integrity of a unit or building must be approved by the Board in writing, in advance.
- B. Each owner or resident shall keep his/her unit in good order and repair.
- C. Water faucets, dishwashers, garbage disposals and similar apparatus shall not be left operating for an unreasonable or unnecessary length of time.
- D. Waterbeds are not permitted in any unit located on the second floor.
- E. No owner or resident shall engage in an activity that unreasonably disturbs surrounding owners or residents. Owners or residents must be particularly conscious of noise between 10:00 p.m. and 8:00 a.m.

IV. CHILDREN

- A. As a concern for their safety, children must not be allowed to play in the parking areas, drives, rubbish areas, or to climb on patios or balconies where hazards may exist.
- B. Parents or guardians are responsible for their children's conduct. Please supervise

**GOLF GREEN CONDOMINIUM
HOMEOWNERS ASSOCIATION INC
CERTIFICATE OF CORPORATE RESOLU**

children closely.

THIS IS PAGE 2 OF 3 PAGES

REDUCTION 16X CAMERA DESIGNATION MRC

V. LAWNS AND SHRUBS

- A. The trees and shrubbery are a vital and valuable part of the Property, and each resident shall be liable for any damages, mutilation or defacing thereof for which they, their children or their guests are responsible.
- B. The Managing Agent is responsible for arranging and providing all landscaping services. All such work is done exclusively under the authority of the Managing Agent, and all requests or complaints about landscaping must be directed to the Managing Agent.

VI. PETS

- A. Owners and residents with pets must have direct physical control (e.g., on a leash) over their pets at all times. Residents walking pets are responsible for seeing that pet droppings are removed from sidewalks and other paved areas, as well as green areas between buildings.
- B. No animals may be raised, bred, kept or otherwise used for commercial purposes in any unit.
- C. No more than one (1) small dog under twenty-five (25) pounds, cat, or other usual small household pet may be kept in any unit.
- D. No pets shall be kept if such pet constitutes a nuisance to any other resident. Any such animal found unattended outside an enclosure may be removed by the local pound or animal shelter personnel.
- E. Pet owners are fully responsible for their pets, including any damage which they may cause to the common elements.
- F. No pet shall be left unattended on balconies or patios.

VII. BALCONIES, PATIOS AND WINDOWS

- A. All windows shall have proper window dressing that does not detract from the general appearance of the Property. No foil, paper, or sheets shall be placed in any window or door.
- B. All draperies and blinds that are visible outside a unit must be white or off-white in color. All burglar bars must first be approved in writing by the Board of Managers, and in

all cases, must be painted an off-white color to match draperies and blinds.

C. It is prohibited to hang clothes, towels, rugs, bedding, or items of a similar nature on the balconies or the patios.

D. Owners and residents may place upon their patios and balconies patio furniture and such decorative items as owner may deem desirable, provided, however, that such decorative items do not detract from the general appearance of the Property. The Board shall have the right, in their sole reasonable discretion, to make a final determination as to whether decorative items detract from the general appearance of the Property within the context of these rules.

E. Broken windows are the responsibility of the owner or resident and must be replaced immediately.

F. Window fans and window air conditioners are prohibited.

G. No wood, plastic or other materials may be stored or erected on patios or balconies unless approved in writing by the Board in advance.

VIII. TRASH/GARBAGE

A. All rubbish must be placed in a sturdy plastic bag and tied before being placed (i) curbside for pick-up on scheduled pick-up days; or (ii) in a dumpster, if provided by the Association. If a dumpster is provided, all trash bags must be placed inside the dumpster and not on the ground next to the dumpster or at other locations.

B. Trash bags may not be placed outside the door of a unit for any period of time. Trash bags may only be placed curbside on scheduled pick-up days.

C. Large item/heavy trash hauling is not included in the Association's trash/garbage service. Residents are expected to arrange and pay for such service, as needed.

D. Trash cans must be kept inside the residence. No trash can is to be stored in view.

IX. MAINTENANCE

A. The Managing Agent provides individuals on-site at the Property for routine maintenance, litter pick-up and cleaning.

B. This on-site staff works exclusively under the authority of the Managing Agent. Any requests for work, suggestions or complaints must be made to the Managing Agent.

C. When calling the Managing Agent for any maintenance request, ask for the Service Coordinator for the Property. This will expedite your request for service.

X. LEASING OF UNITS

A. Owners are responsible for the actions of their tenants. Any owner leasing a unit shall not be relieved of any obligation under the Association's Bylaws, Declaration or these Rules and Regulations.

B. Owners and tenants are responsible for ensuring that Managing Agent has, on file, the correct names of tenants and their phone numbers.

C. All units at the Property are single family dwellings.

D. Units may be initially leased for a term not less than six (6) months. Renewal leases are permitted for shorter periods.

E. Rental rates charged shall correspond to market rates for comparable units being rented in the area.

F. The lease shall stipulate that a maximum of two (2) occupants per bedroom is permitted.

G. Units shall not be leased or otherwise used for transient or hotel purposes, and nothing less than an entire unit may be leased.

H. The lease shall require the lessee to obey the terms and conditions of the Declaration, Bylaws and the Rules and Regulations of the Association which owners are required to provide copies of to their tenants. Failure to comply with the terms of such instruments shall be a default under the lease.

I. The Managing Agent and the Board will usually deal with the owner of the unit rather than the tenant(s)

XI. GUESTS/VISITORS

A. Owners and residents are solely responsible for their guests and visitors.

B. It is the responsibility of residents to ensure that their guests comply with all applicable rules, including, but not limited to, parking, pets, and noise.

XII. INSURANCE

A. Owners and residents are responsible for obtaining insurance coverage on the furnishings and other items of personal property belonging to said owner or resident and casualty and public liability insurance within each individual unit.

XIII. HOW TO GET ISSUES ADDRESSED

A. The Managing Agent is responsible for the ongoing operations of the Property through the direction of the Board.

B. Requests for work, questions, problems, complaints and suggestions may be addressed to the Managing Agent. The Managing Agent has the authority to initiate certain work, handle emergency needs, and resolve many questions or problems.

C. Do not contact a Board member for any of the above, unless instructed to do so by the Managing Agent. All Board members have been instructed to refer you to the Managing Agent to ensure proper logging, tracking and reporting of all operations at the Property.

D. All written correspondence regarding the Association and the Property must also be routed through the Managing Agent. The Managing Agent is responsible for taking necessary actions, as needed, and then reporting such to the Board or submitting items for Board consideration at the next Board meeting.

E. Board meetings are held on a scheduled basis. All meetings are open to owners, but any owner wishing to discuss an issue must be on the agenda in advance.

F. To be included on the agenda for discussion of an issue, owners must submit such to Managing Agent at least one week in advance of meeting.

G. Visitors are welcome at all Board meetings but must notify Managing Agent of their attendance at least one week in advance to ensure adequate seating.

H. Strict order will be maintained at meetings, as our agenda is usually lengthy and covers a broad range of issues.

XIV. ENFORCEMENT

A. All violations of the rules and regulations of the Association shall be verified by a member of the Board of the Association or the Managing Agent. Upon verification of a violation of the rules, the Association shall, through its Managing Agent, forward written notice thereof to the owner who violated the rule(s). If a tenant or guest of an owner, or the guest of a tenant violates a rule, written notice shall also be forwarded to the tenant. All notices of violations shall be forwarded to the appropriate owner at the most current

mailing address provided to the Association by such owner. The notice shall (1) describe the violation, (2) state a reasonable period of time within which the owner shall have to cure the violation and avoid a fine and (3) notify the owner that a fine will be levied unless the violation is cured within the stated period of time. The notice shall further set forth the amount of the fine to be levied and indicate how frequently the fine will be levied if the violation of the rules continues to exist. Not later than the thirtieth (30th) day after the date of such notice, the owner may request a hearing before the Board to contest the fine. Provided that, the opportunity to cure the violation and avoid the fine need not be given if the owner was given notice and an opportunity to cure similar violation within the preceding twelve (12) months. Upon levying the fine, the Association shall be given written notice to the owner not later than the 30th day after the date of the levy.

B. The amount of the fine to be levied against an owner for the first violation of a rule shall be Fifty Dollars (\$50.00). The amount of the fine to be levied against an owner for the second violation of a rule shall be One Hundred Dollars (\$100.00). The amount of the fine to be levied against an owner for any subsequent violations of a rule shall be Two Hundred Dollars (\$200.00). Fines shall be collected in the same manner as assessments.

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

CONDOMINIUM RECORDS OF COUNTY CLERK

185250

FILM CODE _____

GOLF GREEN CONDOMINIUM
HOMEOWNERS ASSOCIATION INC.
CERTIFICATE OF CORPORATE RESOLUTION

THIS IS PAGE 3 OF 3 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

RECORDER'S MEMORANDUM:

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

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

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

NOV 19 2002



Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION
OF BOARD OF MANAGERS OF
GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
(GUIDELINES REGARDING SATELLITE DISHES AND ANTENNAS)**

The undersigned, being the duly elected, qualified and acting Secretary of GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), do hereby certify at the regular meeting of the Board of Managers of the Association (the "Board") held on November 13, 2002, with at least a majority of the Board being present, the following resolution was duly made and approved by the Board:

WHEREAS pursuant to that certain "Condominium Declaration for Golf Green Condominium Phase I" dated August 15, 1984, recorded in Volume 148, Page 30, et seq., of the Condominium Records of Harris County, Texas, together with all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the Association is charged with the responsibility for administering Golf Green Condominiums (the "Condominium") and the respective restrictive covenants set forth therein; and

WHEREAS, as directed by Congress in the Telecommunications Act of 1996, the Federal Communications Commission adopted certain rules (the "FCC Rules") concerning restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, multichannel multipoint distribution (wireless cable) providers, and television broadcast stations;

WHEREAS, pursuant to the FCC Rules, restrictive covenants which are inconsistent with the FCC Rules will no longer be enforceable;

WHEREAS, pursuant to the Declaration and Section 204.010(a) of the TEXAS PROPERTY CODE, the Association acting through its Board, may regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium;

WHEREAS, pursuant to the Declaration and Section 204.010(a)(18) of the TEXAS PROPERTY CODE, the Board may adopt and modify architectural guidelines as the needs of the Condominium change; and

WHEREAS, the Board wishes to adopt reasonable restrictions governing the installation, maintenance and use of satellite dishes and/or antennas consistent with the FCC Rules.

NOW THEREFORE, be it resolved that the Board, on behalf of the members of the Association, duly adopt the following guidelines (the "Guidelines") regarding satellite dishes and/or antennas for the Condominium, which shall be binding upon all owners and their grantees, lessees, tenants, occupants successors, heirs and assigns who currently or in the future may possess an interest in the Condominium, and which shall supersede any

previously adopted rules on the same subject matter.

SECTION I - DEFINITIONS

1. **ANTENNA.** Any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast and multipoint distribution service (MDS). A mast, conduits, wiring or other accessories necessary for the proper installation, maintenance and use of a reception antenna shall be considered part of the antenna.
2. **COVERED ANTENNA.** An antenna covered by the FCC Rules which include the following:
 - (a) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter; and
 - (b) Antennas designed to receive Multipoint Distribution Service (MDS) service that are 39.4 inches (1 meter) or less in diameter.
3. **DECLARATION.** "Condominium Declaration for Golf Green Condominium Phase I" dated August 15, 1984, recorded in Volume 148, Page 30, et seq., of the Condominium Records of Harris County, Texas, together with all amendments thereto.
4. **CONDOMINIUM.** Condominium regime commonly known as Golf Green Condominium located in Houston, Harris County, Texas.
5. **OWNER.** 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 of the condominium units at Golf Green Condominium. For purposes of these Guidelines only, "Owner" includes a tenant, lessee or other person or entity occupying a condominium with the permission and consent of the Owner thereof.

SECTION II - INSTALLATION RULES

1. Owners may install Covered Antennas according to the following Guidelines provided that these Guidelines do not unreasonably delay the installation, maintenance or use of such Antenna; do not unreasonably increase the cost of installation, maintenance or use of such Antenna; or preclude reception of acceptable quality signals from Antennas.
2. No Antenna of any kind shall be permitted or installed on the exterior of any unit or building or that protrude from the walls or out of the windows or on the roof of the building save as are expressly in writing previously approved by the Association.

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

FILED

NOV 19 AM 11:31

Brenda S. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

3. Notwithstanding the foregoing general prohibition as to Antennas provided in Paragraph No. 2, Covered Antennas may be installed in accordance with these Rules. Satellite dishes which are designed to receive satellite signals which are larger than one meter (39 inches) are prohibited.
4. The following provisions shall be applicable to a Covered Antennas:
 - (a) *Location.* Covered Antennas may only be installed (i) wholly within a condominium unit; or (ii) within the patio or balcony appurtenant to such condominium unit, which may be sometimes referred to as the "exclusive use area" for such respective unit. Limited Common Elements are defined in the Declaration. Installation of a Covered Antenna on a limited common element which is exclusively used by the owner does not convert such limited common element to individual property. Except as set forth above, installation of a Covered Antenna is never permitted on any common element (other than those portions of such common elements constituting a limited common element, balcony or patio for the exclusive use of a respective unit), including, without limitation, any parking area, roof, exterior wall, or fence.
5. Antennas shall not encroach upon any of the common elements of the Condominium, the common area air space, on the individually owned property of other Owners, or the airspace of another Owner's individually owned property. No Covered Antenna may protrude beyond the vertical or horizontal space forming the perimeter of the limited common element balcony or patio for the exclusive use of a respective unit.
6. If Antennas can receive acceptable quality signals from more than one location, then Antennas must be located in the least visible preferred location. This section does not permit installation on the common elements.
7. Covered Antennas shall be neither larger nor installed higher that is absolutely necessary for reception of an acceptable quality signal.
8. All installations shall be completed so that same do not damage any common elements, limited common elements, or void any warranties of the Association or in any way impair the integrity of any building.
9. Any installer of an Antenna, including an Owners, shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minium limits:
 - (a) Contractor's General Commercial Liability (including completed operations): \$1,000,000.00.

- (b) Worker's Compensation: Statutory limits.

The purpose of this rule is to ensure that Antennas are installed in a manner that complies with all applicable building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to residents at the Condominium.

11. No liens in connection with the installation or maintenance of any Covered Antenna shall be filed against the common elements of the Condominium.
12. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near antennas, including but not limited to, damage from wind velocity. A Covered Antenna must be securely mounted to a base so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. Further, no Covered Antennas may be attached to a balcony railing except by a bracket that does not require holes to be made to such railing.
13. Only one Covered Antenna per unit may be installed by an Owner.
14. Installation of Antennas shall only occur between the hours of 8:00 a.m. and 6:00 p.m.

SECTION III - MAINTENANCE

1. Owners who install or maintain Antennas are responsible for all associated costs, including but not limited to costs to:
 - (a) Install, repair, maintain, replace, move or remove Antennas;
 - (b) Repair damage to any property caused by Antennas installation, maintenance or use;
 - (c) Pay medical expenses incurred by person injured by Antenna installation, maintenance or use;
 - (d) Reimburse other Owners and residents of the Association for damage caused by Antenna installation, maintenance or use; and
 - (e) Restore Antenna installation sites to their original condition.
2. Owners shall not permit their Antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for Antenna maintenance repair and replacement and the correction of any safety hazard.

3. If Antennas become detached, Owners shall repair such detachment or remove the Antenna within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the Antenna without liability and at the sole cost and expense of the Owner. The Association is not liable for any damage to the Antenna caused by the Association's removal.

SECTION IV - SAFETY

1. Antennas shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions. Prior to installation, Owners shall provide the Association with a copy of any applicable government permit if required for safety reasons.
2. Unless the above cited laws, ordinances and regulations require a greater separation, Antennas shall not be placed within twelve (12) feet of power lines (above ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
3. Antennas shall not obstruct access to or exit from any condominium unit, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the Condominium. The purpose of this requirement is to ensure the safety of the Association residents, personnel and safe and easy access to the Condominium.
4. Installation must comply with all applicable codes, take aesthetic conditions into account and minimize the impact to the exterior and structure of the Owner's condominium unit.
5. To prevent electrical and fire damaged, Antennas shall be permanently grounded.
6. Exterior wiring shall not be installed so as to hang in mid air. The purpose of this requirement is to protect persons near and around the Antennas and such exterior wiring from injury.

SECTION V - ANTENNA CAMOUFLAGING

1. Antennas shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with reception or impair the ability to receive a signal.
2. If Antennas are visible from the street or other condominium units, camouflaging said Antennas through inexpensive screening is required, provided that such screening does not interfere with reception or impair the ability to receive a signal; provided however, that said screening must be approved in accordance with the architectural control provisions of the Declaration.

3. Exterior wiring shall be installed so as to be minimally visible and meet the requirements of set forth herein.

SECTION VI - ANTENNA REMOVAL

1. Covered Antennas removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to the restoration of this location.

SECTION VII - ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED

1. If Antennas are installed on limited common elements or general common elements which are maintained by the Association the Owner(s) retain responsibility for maintenance of the Covered Antenna. Covered Antennas must not be installed in a manner which will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
2. If maintenance requires the temporary removal of the Covered Antenna, the Association shall provide Owners with reasonable written notice. Owners shall be responsible for removing or relocating Covered Antennas before maintenance begins and replacing Covered Antennas afterwards, if an Owner so desires. If the Covered Antennas is not removed in the required time, then the Association may do so at the Owner's expense. The Association is not liable for any damage to the Covered Antennas caused by Association removal.

SECTION VIII - NOTIFICATION PROCEDURES

1. Prior to the installation of any Covered Antenna, the Owner or resident must have executed an agreement, in the form and content attached as Exhibit "A", whereby such Owner or resident shall expressly agree to: (i) be responsible for all damages or loss caused by the installation or use of the Covered Antenna, (ii) indemnify and hold harmless the Association for all such damage or loss, and (iii) provide the Association with a certificate of insurance showing that the Owner or resident has the appropriate amount of liability insurance to cover any such damage or loss.

SECTION IX - ENFORCEMENT

1. If these Guidelines are violated or if Antenna installation poses a serious, immediate safety hazard, the Association, after ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction or the Federal Communication Commission. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred

in the enforcement of these Guidelines. In addition, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any, if these Guidelines are violated. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

SECTION X - GENERAL

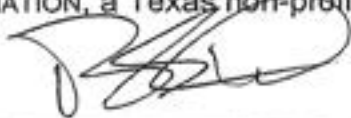
1. No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any Antenna.
2. No Antenna shall ever be used for the transmission of any signal whatsoever and same Antenna shall be for the purpose of necessary only normal signals through airwaves for television viewing purposes only.
3. No Antenna shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

SECTION XI - SEVERABILITY

1. If any of these Guidelines are determined to be invalid, the remainder of these Guidelines shall remain in full force and effect.

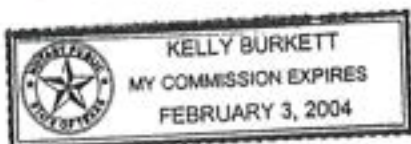
WITNESS MY HAND on this 13 day of November, 2002.

GOLF GREEN CONDOMINIUM HOMEOWNERS
ASSOCIATION, a Texas non-profit corporation

By: 
Bradley Klein, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 13 day of November, 2002, by Bradley Klein, Secretary of Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.




Notary Public - State of Texas

~~RECORDED AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: K. Slaughter
808 Travis, Suite 2600
Houston, Texas 77002~~

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

CONDOMINIUM RECORDS OF COUNTY CLERK

185252

FILM CODE _____

GOLF GREEN CONDOMINIUM
HOMEOWNERS ASSOCIATION INC.
CERTIFICATE OF CORPORATE RESOLUTION

THIS IS PAGE 2 OF 3 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

EXHIBIT "A"
AGREEMENT

Owner/Resident: _____

Unit No./Address: _____

Date: _____

I, the undersigned owner/resident acknowledge receipt of the "Guidelines Regarding Satellite Dishes and Antennas" (the "Guidelines") established by the Golf Green Homeowners Condominium Association, Inc., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of satellite dish and antennas at Golf Green Condominiums. With regard to such Guidelines, I agree as follows:

1. That I will comply with and abide by such Guidelines.
2. That I understand and agree that I have or will install and operate the satellite dish and/or antenna at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting from the installation, operation and removal of my satellite dish and/or antenna, and that I will be responsible for and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of Golf Green Condominiums, personnel of the Association, common property or other Owners' and residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) for any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys' fees, any causes of actions (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation and removal of the satellite dish and/or antenna.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation and removal of my satellite dish and/or antenna causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my satellite dish and/or antenna at the Condominium and provide proof of such liability insurance to the Association.

OWNER/RESIDENT

WITNESS

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

185253

printed copy, handwritten changes, and the instrument, additions and changes were present at the time the instrument was filed and recorded.

E _____

**GREEN CONDOMINIUM
OWNERS ASSOCIATION INC.
BY CORPORATE RESOLUTION**

PAGE 3 OF 3 PAGES

C CAMERA DESIGNATION MRG1

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

NOV 19 2002



Beverly B. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS