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BELFIORE

DECLARATION OF CONDOMINIUM

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BELFIORE DECLARATION OF CONDOMINIUM

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Exhibits:

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Exhibit B-1:	Site Plan
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Exhibit D-1:	Garage Plan
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Exhibit F:	Allocated Interests
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**BELFIORE
DECLARATION OF CONDOMINIUM**

BELFIORE DECLARATION OF CONDOMINIUM

THIS IS PAGE 2 OF 21 PAGES

SCANNER Context IQ4400

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT **BELFIORE DEVELOPERS LLC**, a Texas limited liability company, being the owner of that tract of land located in Houston, Harris County, Texas more particularly described on Exhibits A-1 and A-2 attached hereto and made a part hereof for all purposes and the improvements thereon, and desiring to submit such land and improvements to the Texas Uniform Condominium Act (the "*Act*") for the purpose of establishing a condominium regime, does hereby adopt, establish, promulgate and impress this Declaration of Condominium (this "Declaration") upon such land and improvements. The name of the Condominium is the "Belfiore Condominium."

**ARTICLE 1.
Definitions**

Section 1.1. Definition of Terms. When used in this Declaration, the words set out below shall have the following meanings:

- (a) **Allocated Interests** - The undivided interest in the Common Elements, the common expense liability, and votes in the Association allocated to each Residence Unit as set forth on Exhibit F attached hereto and made a part hereof for all purposes. The Allocated Interest of each Residence Unit was established by dividing the approximate number of square feet in such Residence Unit by the approximate total number of square feet of all Residence Units in the Building. All dimensions are approximate, and all floor plans and development plans are subject to change by the Declarant without notice. Stated dimensions are measured to the exterior boundaries of the exterior walls and the center line of interior demising walls and, in fact, vary from the dimensions that would be determined by using the description and definition of the "*Residence Unit*" set forth in this Declaration (which generally only includes the interior air space between the perimeter walls and excludes exterior structural components). Additionally, measurements of rooms set forth on any floor plan are generally taken at the greatest points of each given room (as if the room was a perfect rectangle), without regard for any cutouts, and accordingly, the area of the actual room will typically be smaller than the product obtained by multiplying the stated length times width.
- (b) **Association** - The Belfiore Condominium Owners Association Inc., a Texas non-profit corporation, the members of which shall be the Owners of Residence Units

during the period of their respective ownerships, and the successors and assigns of such Owners.

- (c) Balcony - That Limited Common Element attached to and allocated exclusively to each Residence Unit that is designated "Balcony" on Exhibit C.
- (d) Board or Board of Directors - The Board of Directors of the Belfiore Condominium Owners Association Inc., whether such Board be appointed by Declarant or elected by the Association in accordance with the provisions of this Declaration.
- (e) Building - A twenty-six story residential building designed for residential occupancy, including the Garage. The location of the Building on the Land is more particularly described on Exhibit B-1 attached hereto and made a part hereof for all purposes. The Building and the Residence Units are more completely described on the plats that are attached hereto as Exhibits B-2, C and D-1 and made a part hereof for all purposes.
- (f) By-Laws - The By-Laws of the Association.
- (g) Common Elements - The Common Elements shall be and include all of the Land and Building except the Residence Units as defined herein and shall include, without limiting the generality of the foregoing, all improvements located or to be located on the Land; foundations, supporting columns; girders; beams, slabs; supports; load-bearing walls; shear walls; exterior glass walls; dividing walls between two or more Residence Units or between such Residence Units and Common Elements; roofs; halls; lobbies; walkways; stairs; stairways; fire escapes; entrances and exits of the Building; grounds; gardens; dog park; the Garage and all approaches, entrances and exits thereto and therefrom; swimming pool; fitness center; reception rooms; managerial and security offices; mailrooms; areas used for storage of janitorial supplies, maintenance equipment and materials; cable television lines, converters, conduit and facilities; electrical lines and cables up to and including the point of entry into the breaker boxes of a Residence Unit; plumbing fixtures, pipes and lines installed in the walls of the Building or of a Residence Unit that do not exclusively service such Residence Unit, installations of all central services that do not exclusively service a particular Residence Unit, including power, light, natural gas lines, water, hot water heaters, chilled and heated water lines, heating, air conditioning (including "air handlers" and fan coil units not located within a Residence Unit) and waste collection facilities; elevators; tanks; pumps, motors; fans; compressors; ducts; driveways; and in general all apparatus and installations existing for the common use or necessary or convenient to the operation, maintenance and use of the Land, the Building and all other improvements located or to be located on the Land as a condominium including the Common Areas; and all repairs and replacements of or additions to any of the foregoing. The lobbies, hallways, stairs,

elevators, reception rooms, Garage, gardens, dog park, swimming pool, fitness center, and those portions of the Land and other Common Elements intended to be used for passage or temporary occupancy by persons are sometimes referred to herein as "*Common Areas*."

- (h) Common Expense Charge - The assessment made and levied by the Board against each Owner and its Residence Unit for administration, management and operation of the Condominium and the Condominium Regime and for repairs, maintenance, additions, alterations, reconstruction and operation of all or any portion of the Common Elements (including reserves for replacements) and other expenses provided by the terms of this Declaration to be paid by the Association, in accordance with the provisions hereof.
- (i) Common Expense Fund - The accumulated Common Expense Charges and other amounts collected or received by the Association.
- (j) Condominium - The Land, the Building and all other improvements located or to be located on the Land and all other rights appurtenant to the Land, the Building and all other improvements located or to be located on the Land. The components of the Condominium are further herein classified as "*Common Elements*," "*Limited Common Elements*," "*Storage Spaces*," and "*Residence Units*" as defined herein.
- (k) Condominium Regime - The legal rights and duties of ownership, use and administration created by the terms of the Texas Uniform Condominium Act and all amendments thereto (to the extent that such amendments are applicable to this Declaration and the Condominium), this Declaration, and the By-Laws and Rules and Regulations promulgated thereunder.
- (l) Custom Design Criteria - The Custom Design Criteria, as same may be amended or modified from time to time in accordance with this Declaration, promulgated by the Board for custom modifications made to Residence Units from time to time by Owners.
- (m) Declarant – Belfiore Developers LLC, a Texas limited liability company, and its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Office of the County Clerk of Harris County, Texas.
- (n) Garage - That part of the Condominium designed for the parking of vehicles as shown on Exhibit D-1 attached hereto.
- (o) Land - The real property more particularly described on Exhibits A-1 and A-2 attached hereto and made a part hereof for all purposes.

- (p) Limited Common Elements - Those portions of the Common Elements reserved for the exclusive use of the Owners of certain Residence Units to the exclusion of the Owners of all other Residence Units, same being the Balconies, the Parking Spaces assigned to specific Residence Units, as well as the Parking Spaces under the exclusive control and administration of the Association. Whenever used herein the term "*Common Elements*" includes the Limited Common Elements unless otherwise expressly indicated.
- (q) Managing Agent - The person, firm or entity that may be selected by the Board in accordance with the provisions hereof for the purposes of performing any duties, powers or functions of the Board in connection with the administration, management and operation of the Condominium.
- (r) Mortgage - A security interest, mortgage, deed of trust or lien granted by an Owner and covering a Residence Unit to secure the repayment of a loan made to an Owner, duly filed for record in the Office of the County Clerk of Harris County, Texas.
- (s) Mortgagee - The person or entity who holds a Mortgage as security for the payment of a debt.
- (t) Owner - Any person or persons, firm, corporation or other entity that owns, of record, a Residence Unit, or legal interest therein, including the Declarant, but the term "*Owner*" as to a particular Residence Unit shall not include any Mortgagee of that Residence Unit.
- (u) Parking Spaces - The spaces for the parking of vehicles within the Garage as shown on the Exhibit D-1 attached hereto.
- (v) Replacement Reserve Fund - The fund established pursuant to Article 4 hereof for maintenance, repairs and replacements to the Condominium.
- (w) Residence Units - The forty-six (46) condominium units located on floors three (3) through twenty-six (26) of the Building, as shown on Exhibit C attached hereto, the boundaries of which shall be the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames that provide access to and egress from Common Areas and the exterior surfaces of Balconies, and which shall include the portions of the Building and the air space within such boundaries as shown on said Exhibit C, excepting Common Elements. Each of the Residence Units is assigned an Allocated Interest as shown on Exhibit F attached hereto. Included within the boundaries of each Residence Unit, without limitation, shall be any finishing materials applied or affixed to the interior surfaces of the interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, wall or floor coverings and carpets); interior walls and doors separating rooms within a Residence

Unit; and all utility pipes, lines, systems, fixtures or appliances servicing only that Residence Unit including, without limitation, chilled and heated water pipes, air handlers, fan coil units and all visible and exposed plumbing fixtures, lines and pipes within the boundaries of a Residence Unit. It is expressly stipulated, and each and every purchaser of a Residence Unit, its heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size and dimensions of each Residence Unit as set out and shown in this Declaration or in the 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 Residence Unit actually contains the area, square footage or dimensions shown by the plats attached hereto. No Owner or purchaser of a Residence Unit shall have any claim, demand or other action against the Declarant on account of any difference, shortage or discrepancy between the Residence Unit as actually and physically existing and as it is shown on the plats attached hereto.

- (x) Rules and Regulations - The rules and regulations adopted by the Association concerning the management and administration of the Condominium and the use of the Common Elements and the enforcement of the terms and provisions of this Declaration and the rules and regulations governing the Condominium in order to assure to all Owners the benefits of ownership of a Residence Unit and use of the Common Elements. The initial Rules and Regulations shall be promulgated by Declarant.
- (y) Special Assessment - Any assessment, approved by the Association as hereinafter set forth, over and above the Common Expense Charge deemed by the Board to be necessary for the preservation, repair, maintenance, management and administration of the Condominium.
- (z) Storage Spaces - the enclosed storage units located on floor two (2) of the Building as shown on the Exhibit C attached hereto to be for storage purposes. Storage Spaces shall be perpetually appurtenant to the Residence Unit to which such spaces are assigned as shown on Exhibit E attached hereto except as otherwise expressly stated herein. A sale, lease or other conveyance of a Residence Unit shall be deemed to convey the Storage Space assigned thereto even though made without specifically or expressly describing or referring to the same.
- (aa) Texas Uniform Condominium Act - Chapter 82 of the Texas Property Code, enacted in 1993 and effective January 1, 1994, as amended, which permits the creation of condominium regimes and provides the basic rules for their operation, together with all amendments thereto to the extent such amendments affect this Declaration or anything covered hereby.

Section 1.2. Definitions of Rights and Responsibilities.

- (a) Each Owner shall have exclusive ownership of its respective Residence Unit and shall have the common right to share, with all other Owners, in the use of the Common Elements (other than the Limited Common Elements) in accordance with the purpose for which they are intended and the provisions hereof, without hindering or encroaching upon the lawful rights of other Owners.
- (b) Whenever the term "Owner" is used in the granting of licenses, easements, or rights to use Residence Units, Common Elements or Limited Common Elements, such Owner's guests, tenants, servants, employees, invitees, and family members of such Owner residing with such Owner shall also be entitled to the rights, easements or licenses so granted.

Section 1.3. Parking Spaces. Parking Spaces shall be Limited Common Elements for the exclusive use of the Owner of the Residence Unit to which they are assigned as shown on Exhibit D-2. The Board of Directors may assign and reassign Parking Spaces as Limited Common Elements for the exclusive use of the Owners of Residence Units to which these specified areas are or shall become appurtenant. The Board may assign or reassign Parking Spaces by recording an appropriate amendment to this Declaration approved solely by the Board and executed solely by the President or Vice President of the Association; provided, however, that any such amendment shall also be executed and approved by the Owners whose Parking Space is being reassigned. The Parking Spaces designated on Exhibit D-3 attached hereto shall be Limited Common Elements under the exclusive control and administration of the Association. The Association shall lease such Parking Spaces to any of the Owners or shall use such Parking Spaces in a manner to be determined by the Board. All rental payments received from the leasing of such Parking Spaces shall be a part of the Common Expense Fund. Parking Spaces shall be used only for parking of automobiles, minivans, motorcycles, and bicycles, and shall not be used for the parking or storage of recreational vehicles, boats or trailers. Parking Spaces shall be perpetually appurtenant to the Residence Unit to which they are assigned except as otherwise expressly stated herein. A conveyance of a Residence Unit shall be deemed to convey also the exclusive use of such Parking Spaces even though made without specifically or expressly describing or referring to the same. *Provided* that the consent of the applicable Mortgagee has been obtained, an Owner may assign and transfer its exclusive right to use a Parking Space but only to the Association or another Owner, and such transfer or assignment may be made for a term or perpetually as such Owner(s) and/or the Association may agree between them. In the event of any such assignment or transfer, the Owner or Owners involved and/or the Association shall cause an appropriate instrument of amendment to this Declaration to be prepared and executed by such Owners and/or the Association, which instrument shall be joined in by the President or Vice President of the Association (whether or not the Association is the assignee of such Parking Space) and recorded. Such instrument of amendment shall recite the term of any assignment or transfer between the Owners and/or the Association and shall designate the Parking Space, the exclusive use of which was assigned or transferred. The preparation, filing and other costs incurred with respect to any such amendment shall be at the expense of the transferring party.

Notwithstanding the rights of exclusive use herein created for Parking Spaces, the Garage in which such Parking Spaces are located shall be and always remain Common Elements. With respect to any such Parking Space so transferred or assigned by any Owner to the Association, or any Parking Space otherwise owned by the Association, the Association shall the right to assign, use or lease such Parking Space on such terms and conditions as the Board may, from time to time, determine.

ARTICLE 2.

General Provisions

Section 2.1. Use Restrictions.

- (a) No portion of the Condominium shall be used or occupied by an Owner, the Board or the Association for any commercial activity or purpose; or in violation of any applicable law; or in any manner that creates a nuisance. This provision cannot be amended or modified without the prior written consent of the Board in each instance.
- (b) All Residence Units may be used and occupied only for residential purposes and any lawful accessory uses, and no more than one family may occupy a Residence Unit at one time. For the purpose of this provision, a Residence Unit shall be deemed to be used for residential purposes when it is used to house persons and their belongings, without regard to whether the persons are owners of the Residence Unit or occupy the Residence Unit pursuant to a rental, leasing or other arrangement. Except for the leasing or rental of any Residence Unit for residential purposes, no Residence Unit shall be used for any commercial, business or professional purpose nor for charitable or church purposes. The use of a Residence Unit for the maintenance of a personal library or for the keeping of personal business or professional records or accounts or for the handling of personal, business or professional telephone calls or correspondence when used in conjunction with the residential occupancy of a Residence Unit shall not be deemed to be in violation of this provision; but regular consultation with clients or other commercial activities in a Residence Unit are prohibited.
- (c) No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Residence Unit or in or about any Common Element that shall be or may become an annoyance or nuisance to the other Owners, nor shall any loud or disturbing noises be emitted from any Residence Unit in such a manner as to be an annoyance to or objectionable to another Owner. Storage Spaces shall be used only for the storage of personal items and in accordance with the restrictions set forth herein and in the Rules and Regulations. Hazardous substances or items that would increase the cost of insurance (whether such items are for insurance premium purposes considered alone or in conjunction with other similar items) covering the Condominium shall not be stored in any Storage Space.

- (d) Notwithstanding any other provisions of this Article, the Declarant may make such use of the Common Elements, Storage Spaces and Residence Units as is reasonably necessary to facilitate and complete the improvements to the Land, construction of the Building, the operation of Declarant's sales efforts and the showing of the Condominium and any unsold Residence Units therein (including, without limitation, maintaining up to five (5) model units, one sales office, one design center for selection of allowance items [either or both of which may be located in a Residence Unit], providing space for the closing of sales transactions covering other unsold Residence Units owned by Declarant and the placing of signs or other advertising material in or about such unsold Residence Units, Storage Spaces and the Common Areas). The provisions of this Subsection shall not prohibit the use by the Association of all Common Elements in any reasonable manner necessary in connection with the operation and maintenance of the Condominium.
- (e) Nothing shall be done in or kept in or on any Residence Unit, Balcony, Parking Space, Storage Space or Common Element that (i) poses a threat to the health or safety of any Owners or other occupants of the Building or (ii) increases the rate of insurance on the Condominium or any other Residence Unit over that applicable to residential buildings, or result in uninsurability of the Condominium or any part thereof, or the cancellation, suspension, modification or reduction of insurance in or on or covering the Condominium or any part thereof. If, by reason of the occupancy or use of any Residence Unit, Balcony, Parking Space, Storage Space or Common Area by any Owner in contravention of the restrictions set forth in this Section 2.1.(e), the rate of insurance on all or any portion of the Condominium shall be increased, such Owner shall immediately cease any such use and shall be personally liable to the Association for such increase caused thereby and such sum shall be payable to the Association upon presentation to such Owner by the Association of a statement thereof.
- (f) No Owner shall install, attach or hang or allow to be installed, attached or hung any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air conditioning units or any other equipment, item, or wiring on, in or across any portion of any Common Elements or protruding from any Balcony or through any wall, floor, ceiling, window or door that is a Common Element, except as approved by the Association. All radios, televisions, electrical equipment or appliances or any kind or nature and the wiring thereof installed or used in a Residence Unit shall fully comply with all rules, regulations or requirements of all state and local public authorities having jurisdiction.
- (g) Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of its Residence Units and Storage

Spaces and use of Common Elements and with the provisions hereof, and the By-Laws and Rules and Regulations promulgated hereunder.

Section 2.2. Decorations, Maintenance and Repairs of Residence Units and Common Elements. *Provided* the same do not violate the Custom Design Criteria, any Owner shall have the right to decorate and redecorate its Residence Unit and may make any non-structural improvements or non-structural alterations within its Residence Unit (but not to Common Elements or Balconies) and shall have the right to paint, repaint, tile, wax, paper, or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the Residence Unit.

Each Owner shall, at its own cost and expense, maintain its Residence Unit and the elevator lobby servicing exclusively its Residence Unit and its appurtenant Storage Space in good condition and repair. Except as otherwise provided herein, the Association shall maintain all Common Elements, including Limited Common Elements, the cost of which shall be an expense for which a Common Expense Charge may be assessed and levied (except to the extent that repair to Common Elements is caused by the negligence or misuse of a particular Owner, in which event such Owner shall be liable to the Association for the cost of such repair), and such Common Expense Charge shall be due and payable upon presentation to such Owner by the Association of a statement thereof.

Section 2.3. Balconies. No Owner shall paint, remodel or enclose any Balcony or store or place any objects or things of any description whatsoever on such Balcony or dry clothing or place any materials on such Balcony without the prior written approval of the Board. An Owner may furnish a Balcony with outdoor furniture, upon prior written approval of the Board, in keeping with the provisions of this Declaration and the Rules and Regulations. The Owners of each Residence Unit having a Balcony shall at each of such Owners' sole risk and expense perform all repairs upon the floor covering of each such Balcony and shall maintain same in a good and safe condition.

Section 2.4. Alterations to Common Elements. No Owner shall do any act or permit any act to be done in, on or to any Residence Unit, Balcony, Parking Space, Storage Space or any portion of the Common Elements that will impair the structural integrity, weaken the support or otherwise adversely affect the Building or any Common Elements.

Decorative wall items such as lights, shelves and art work may be affixed to or installed on the walls of any Residence Unit that are not Common Elements without prior approval of the Association provided such affixation or installation is done in a good and workmanlike manner. No Owner shall make any alterations to any of the Common Elements (including walls, windows and doors that are Common Elements) nor install, attach, paste or nail any article thereto without the prior approval of the Association. No Owner shall place, affix, permit or install any items, including without limitation decorative items, such as lights, shelves, artwork, plants, furniture, accessories, rugs, carpets or any other items of whatsoever nature in any Common Area without the prior approval of the Association. Notwithstanding the provisions of this paragraph to the contrary, an Owner may furnish and affix or install wall coverings, floor coverings, and decorative items, such as lights, shelves, artwork, plants, furniture, accessories, rugs, and carpets, in the elevator lobby

servicing exclusively such Owner's Residence Unit upon prior written approval of the Board, in keeping with the provisions of this Declaration and the Rules and Regulations and the standards of the Custom Design Criteria.

Section 2.5. Custom Design Criteria. In addition to any other provisions hereof relating to the alteration, maintenance, decoration or repair of any Residence Unit, each Owner shall comply with the standards set by the Custom Design Criteria in effect at the time any construction, alteration or modification is made to such Owner's Residence Unit or such Owner otherwise decorates its Residence Unit. The object of the Custom Design Criteria is to insure the design integrity of the Building and to set standards for the alteration, maintenance, decoration or repair of any Residence Unit by an Owner after construction by the Declarant of the Base Building Improvements. The term "*Base Building Improvements*" shall mean the original improvements constituting the Building constructed by Declarant. The Custom Design Criteria are not intended to control the construction of the Base Building Improvements by the Declarant. The Board shall promulgate the Custom Design Criteria and shall have the sole right to enforce same with respect to Residence Units. Approval by the Board of any modification, alteration or decoration of a Residence Unit shall be conclusive as to compliance with the standards set by the Custom Design Criteria unless the representations made to the Board by the Owner of such Residence Unit with respect to such construction, modification, alteration or decoration are incorrect or unless the facts upon which the Board makes its decisions shall materially change. Amendment or modification of the Custom Design Criteria shall be in the sole control and at the sole discretion of the Board from time to time. No amendment of the Custom Design Criteria, however, shall be retroactive or shall be applicable to any construction, modification, alteration or decoration of a Residence Unit made upon the approval of the Board or made or undertaken in good faith based upon the Custom Design Criteria in effect immediately prior to the date of enactment of such amendment and in progress at the date the amendment is voted on.

Section 2.6. Indemnity. Each Owner shall be responsible for any loss or damage caused by the negligence, misuse or willful misconduct of said Owner or by the negligence, misuse or willful misconduct of an occupant of said Owner's Residence Unit or by the negligence, misuse or willful misconduct of said Owner's or said occupant's family, contractors, agents, employees, invitees, or guests, and shall indemnify the Association and all other Owners against any such loss or damage which sum shall be due and payable upon presentation to such Owner by the Association of a statement therefor. For the purposes of this Section 2.6, any violation of the Rules and Regulations or the Custom Design Criteria is deemed to be negligence *per se*. Without limiting the generality of the foregoing, an Owner is liable to the Association and all other Owners suffering or sustaining any loss or damage caused by a Leak of said Owner's Residence Unit. "*Leak*" as used herein shall mean any kind of liquid, fluid or other substance including, but not limited to, water or sewage, emanating, leaking, escaping, flowing, migrating, or otherwise released from (a) any plumbing fixtures or HVAC equipment or systems located in a Residence Unit that the Owner (or a prior Owner of said Residence Unit) installed therein or that serve or benefit only that Residence Unit including (i) air conditioning condensate pans, sinks, tubs, showers, shower pans, toilets, dishwashers, clothes washers, and ice machines and exposed pipe attached thereto, and (ii) any

special pipes or equipment that the Owner (or a prior Owner of said Residence Unit) installed within a wall or ceiling or under a floor, or (b) fixtures, appliances, furnishings, furniture, and equipment located in a Residence Unit that the Owner (or a prior Owner of said Residence Unit) installed therein or that serve or benefit only that Residence Unit. In case of a continuous Leak, the Owner should immediately turn off the water and turn the shut-off valves, *e.g.*, usually located behind toilets or under sinks, to the "OFF" position. The Association has the right and authority to turn off the water to a Residence Unit to prevent further damage to the Common Elements and other Residence Units. Except as otherwise expressly stated in this Declaration or the Act, the Association shall not be liable for any loss or damage caused by a Leak from a Residence Unit unless such loss or damage was caused by the negligence or willful misconduct of the Association's employees, contractors or agents.

Section 2.7. Additional Provisions. The Association, by provisions of the By-Laws, the Rules and Regulations, the Custom Design Criteria, or separate agreement, may provide such additional rules, regulations and standards for the use, improvement and maintenance of the Common Elements, Balconies, Parking Spaces, Storage Spaces and such other Common Areas of the Building and Garage as are necessary or desirable in the judgment of the Association for the operation of the Condominium provided such rules, regulations and standards are not in conflict with the provisions of this Declaration.

ARTICLE 3. Owner's Association

Section 3.1. Authority to Manage.

- (a) The affairs of the Condominium and Condominium Regime shall be administered by the Association. The Association shall have all rights, powers and duties of an "Association," as that term is used in the Texas Uniform Condominium Act. The Association shall have the right, power and obligation to provide for the management, maintenance, and care of the Condominium and Condominium Regime as provided herein, in the By-Laws and in the Rules and Regulations. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of directors and appoint, dismiss and reappoint all of the members of the Board of Directors to ensure the stability of the Association's and the Condominium's affairs, until the Interim Board is elected. The Board appointed by Declarant pursuant to the provisions of this Section 3.1.(a) is herein referred to as the "*Appointed Board*."
- (b) The Appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, as the Managing Agent to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Condominium and Condominium Regime under a contract terminable by either party upon thirty (30) days prior written notice. Such

contract shall provide for payment to the Managing Agent of a management fee substantially the same as the fees contracted for by managers of high rise residential buildings similar to the Building (whether rental or condominium) in Houston, Texas. The members of the Board shall not be liable for any acts or omissions of the Managing Agent.

Section 3.2. Membership in the Association. Each Owner (and only an Owner) shall be a member of the Association so long as it shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of a Residence Unit (however achieved, including, without limitation, by foreclosure of a Mortgage or a deed in lieu thereof), the new Owner succeeding to such ownership shall likewise succeed to membership in the Association. The Association may issue certificates evidencing membership therein.

Section 3.3. Voting of Members. There shall be one vote in the affairs and management of the Association for each Residence Unit, weighted in proportion to the Allocated Interests of such Residence Unit in the Common Elements as set forth in Exhibit F attached hereto and made a part hereof for all purposes. The total voting power of the Association shall be the sum of the votes of all of the Residence Units. In the event that ownership interests in a Residence Unit are owned by more than one member of the Association, the members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Residence Unit. Such Owners shall appoint one of them as the member who shall be entitled to exercise the vote of the corresponding Residence Unit at any meeting of the Association. Such designation shall be made in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Residence Unit is owned by more than one member of the Association and only one of such members is present at a meeting of the Association, that member may cast the vote allocable to such Residence Unit; however, if more than one member is present and no single member is designated to vote on behalf of the members having an ownership interest in such Residence Unit, then none of such members shall be allowed to vote. All members of the Association may attend meetings of the Association and all voting members may exercise their vote at such meetings either in person or by proxy. The Declarant may exercise the voting rights with respect to Residence Units owned by it.

Section 3.4. Meetings of the Members.

- (a) Meetings of the members of the Association shall be held at least once each year.
- (b) A meeting of the members of the Association shall be held to determine the members of the "Interim Board" when called by the Appointed Board upon no less than ten (10) and no more than fifty (50) days prior written notice to the members. Such written notice may be given at any time but must be given in such manner that the corresponding meeting will be held not later than one hundred twenty (120) days after conveyance of fifty percent (50%) of the Residence Units to Owners other than

Declarant. At such meeting, one-third of the members of the Interim Board shall be elected by Owners other than Declarant. The remaining members of the Interim Board shall be appointed by the Declarant. Elected members of the Interim Board shall serve for terms of one year each and elections of Interim Board members shall take place annually until the "*Fully Elected Board*" is selected in accordance with subparagraph (c) of this Section 3.4.

- (c) A meeting of the members of the Association to designate the Fully Elected Board shall be held when called by the Interim Board upon no less than ten (10) and no more than fifty (50) days prior written notice to the members. Such written notice may be given at any time but shall be given in a manner that such meeting shall be held not later than one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the Residence Units to Owners other than Declarant. At such meeting the Fully Elected Board shall be elected in accordance with the provisions of the By-Laws.
- (d) Annual and special meetings of the members of the Association shall be held at such place and time and date as shall be specified in the By-Laws.

Section 3.5. Meetings of the Board of Directors. The Board of Directors shall meet in the manner set forth in the By-Laws.

Section 3.6. Administration of the Condominium. The Association, acting through its Board of Directors, its officers or other duly authorized management representatives (including, without limitation, a Managing Agent), shall manage the business and affairs of the Condominium and shall, without limitation, have the powers of collection and enforcement set forth herein, and, for the benefit of all of the Owners in the Condominium, shall provide, perform, cause to be performed, maintained, acquired, contracted and paid for out of the Common Expense Fund the cost thereof, including, without limitation, the following:

- (a) Utility services used in or for the Common Elements, water and sewer services used by or consumed by the Residence Units, charges for cable television systems and, if not separately metered or charged, other utility services for the Residence Units. Electricity, telephone and other utility services separately metered or charged (including, without limitation, charges for chilled and heated water as allocated to each Residence Unit by the Board for use of chilled or heated water in excess of the amount contemplated for such Residence Unit under the Common Expense Charge) shall be paid for by the Owner of the Residence Unit served by such utility services.
- (b) The insurance required by Section 5.1 hereof and such other policies of casualty, liability and/or other insurance covering persons, property and risks as are determined by the Board to be in the best interest of the Condominium.

- (c) The services of a Managing Agent and such other persons as the Board shall, from time to time, determine are necessary or proper to the management, operation and maintenance of the Condominium.
- (d) All supplies, tools, and equipment reasonably required for use by the Managing Agent or the Board in the management, operation, maintenance, cleaning and enjoyment of the Condominium.
- (e) The cleaning, maintenance, repairing, reconstruction and replacement of the Common Elements as the Board shall determine is necessary unless otherwise provided in this Declaration.
- (f) The services of gardeners, parking attendants, doormen, security guards, valets and such other persons utilized in the operation of the Condominium in the manner determined by the Board.
- (g) The removal of all trash, garbage and rubbish from the central garbage receptacle or receptacles of the Building; including the employment of the services of a garbage collection company or agency, public or private.
- (h) Costs of bookkeeping of the accounts of the Association and the annual audit provided for herein; costs of legal, accounting and other professional services engaged by the Board; premiums of fidelity bonds; taxes or assessments of whatever type assessed or imposed against any of the Common Elements.
- (i) All other costs of management, operation and maintenance of the Condominium.

The Board shall not, without the prior authorization of the members of the Association at a meeting of the members, contract to pay or pay for any one item of capital addition or improvement (other than replacement of existing Common Elements that in the aggregate as to all capital additions or improvements made in any one year constitute less than substantially all of the Common Elements) having an aggregate cost exceeding an amount equal to one percent (1%) of the amount of the then applicable annual budget referred to in Section 4.3.

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit of or a convenience to any Owner or Owners or any occupant or occupants of any Residence Unit other than services customarily available to all Owners and occupants of Residence Units. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Condominium, payment for which is to be made from the Common Expense Fund.

Section 3.7. Accounting and Audit. The Association shall keep or cause to be kept financial records that comply with the Act. All financial and other records of the Association shall

be available for examination at the office of the Association by all Owners at convenient hours on working days and the Board of Directors shall cause to be established and announced for general knowledge the days and hours within which such records shall be available for inspection. All such financial records shall comply with generally accepted accounting principles and shall be audited at least once a year by an independent certified public accountant. The Board shall cause all filings of income tax returns and other filings required of the Association by applicable law to be prepared and filed. The fiscal year of the Association shall be the calendar year unless another period is established by resolution of the Board.

Section 3.8. Right of Entry. The Board, or its duly authorized representative (including any then acting Managing Agent), shall have the right and authority to enter any Residence Unit or Storage Space for the purposes of:

- (a) Making necessary repairs to Common Elements;
- (b) Performing necessary maintenance to the Common Elements (including, without limitation, cable television facilities), for which the Association is responsible;
- (c) Abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Residence Unit or any appurtenance thereto (including, without limitation, removal of objects placed upon or stored on any Balcony without the prior written approval of the Board);
- (d) Protecting the property rights and welfare of other Owners;
- (e) Enforcing the provisions of this Declaration, the By-Laws or the Rules and Regulations promulgated thereunder; and
- (f) Gaining access to any Balcony for any of the purposes set forth in Sections 3.8.(a) through 3.8.(e), and to permit authorized personnel to clean and maintain the perimeter windows and walls of the Building and to store temporarily on any Balcony such equipment as is reasonably necessary to accomplish the purposes set forth in this Section 3.8.(f).

Except in the event of an emergency or, as to Balconies, when the periodic cleaning and maintenance of the perimeter windows and walls of the Building have been scheduled, such right of entry shall be exercised only in the presence of the Owner or other occupant of the Residence Unit that is entered and in the presence of the Managing Agent or its agent. In all events, such right of entry shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use or enjoyment of the Residence Unit by the Owner or occupant thereof and shall, whenever possible, be preceded by reasonable notice to the Owner or occupant thereof. In the event that any damage to the property of any Owner is caused by negligence of the Association or its authorized representative in connection with the exercise of any such entry, such damage shall

be repaired at the expense of the Association, and the Board is authorized to expend money from the Common Expense Fund therefor. The rights of entry herein granted to the Association or its duly authorized representative shall be accomplished by and exercised subject to such methods and procedures as may be set forth in the Rules and Regulations.

Section 3.9. Notices. Any notice permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail, by electronic message, or by placing such notice in the mail distribution facilities of each Owner if such facilities are present in the Building. If delivery is made by mail, it shall be deemed to have been delivered when deposited in the U.S. mail postage prepaid, addressed to an Owner at its Residence Unit or to such other address as the Owner may have given in writing to the Association for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Association.

Section 3.10. Disputes. Subject to Section 11.12 of this Declaration, in addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association, including appointment of committees to consider and recommend resolutions of or to resolve any such dispute.

Section 3.11. Board Action in Good Faith. An officer or director of the Association shall not be liable to the Association or any Owner for any action or omission occurring in such person's capacity as an officer or director so long as such action or omission is made or taken in good faith.

Section 3.12. Exculpation. THE ASSOCIATION AND ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AND AGENTS SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE CONDOMINIUM. THE ASSOCIATION AND ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN BY THE ASSOCIATION. THE ASSOCIATION DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR OR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. THE ASSOCIATION IS NOT AN INSURER AND EACH OWNER AND OCCUPANT OF ANY RESIDENCE UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, RESIDENCE UNITS, STORAGE SPACES, AND THE CONTENTS OF RESIDENCE UNITS, BALCONIES, ELEVATOR LOBBIES TO RESIDENCE UNITS, AND STORAGE SPACES AND ACKNOWLEDGES THAT THE ASSOCIATION HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR

PURPOSE RELATIVE TO ANY FIRE PROTECTION, BURGLAR OR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN BY THE ASSOCIATION WITHIN THE CONDOMINIUM.

ARTICLE 4.

Common Expense Fund; Assessments; Collection

Section 4.1. Common Expense Charges. Except as provided in Section 4.2 hereof, all Owners are bound to contribute to the Common Expense Fund the Common Expense Charge in proportion to their Allocated Interests. The Common Expense Charge and Special Assessments shall be assessed in accordance with the provisions hereinafter set forth. Additionally, each Owner shall pay, upon demand, for any services rendered to such Owner by the Association or arising as the obligation of such Owner to the Association.

Section 4.2. Payment of Common Expense Charges by Declarant. Recognizing that, to some degree, the cost of administration and maintenance of the Condominium and the Common Elements is related to the use of the Common Elements which is in turn related to the number of Residence Units that are occupied, the Declarant shall pay to the Association, until that date that is the earlier of (i) the election of the Fully Elected Board or (ii) three (3) years after Declarant's first conveyance of a Residence Unit (the "*Termination Date*"), in lieu of any Common Expense Charge or Special Assessment with respect to all Residence Units that the Declarant continues to own, an amount, if any, by which the "*Actual Operating Expenses*" (as hereinafter defined) incurred for any fiscal year (or portion thereof) of the Association ending prior to the Termination Date, exceeds the aggregate of the Common Expense Charges (less any portion thereof that is deposited in the Replacement Reserve Fund) payable during such period by other Owners of Residence Units. If the amounts collected as Common Expense Charges from Owners other than the Declarant (less any portion thereof that is deposited in the Replacement Reserve Fund) exceed such Actual Operating Expenses for such period, then, within a reasonable time after the expiration of such period, an amount equal to such excess shall be refunded to the Owners who shall have paid such Common Expense Charges, in proportion to their respective contributions. For the purposes of this provision, the term "*Actual Operating Expenses*" shall mean those expenses reasonably necessary for the normal maintenance and operation of the Condominium and shall not include (i) capital expenditures (determined in accordance with generally accepted accounting principles); (ii) any amount paid into the Replacement Reserve Fund; or (iii) prepaid items, inventory items or similar expenses to the extent attributable to periods after such fiscal year (or part thereof). After the Termination Date, the Common Expense Charge to be paid by each Owner (including the Declarant) shall be determined as provided in this Article 4. The Declarant, by notice in writing to the Association, may waive the benefits of the first sentence of this Section and in the event of such waiver, shall thereafter be bound to contribute to the Common Expense Fund the Common Expense Charges and Special Assessments in proportion to the Allocated Interests attributable to the Residence Units owned by the Declarant.

Section 4.3. Budgets, Establishment of Common Expense Charges and Special Assessments. Until the commencement of the first full fiscal year after the election of the Fully Elected Board, the Appointed Board or the Interim Board shall have the right and obligation to establish the annual budgets for each fiscal year projecting all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Condominium and Condominium Regime. Such budget, and all successive budgets, shall contain a reasonable allowance for contingencies and shall establish a reserve fund (the "*Replacement Reserve Fund*") for maintenance, repairs and replacements to Common Elements, including those that must be replaced on a periodic basis.

Commencing with the first full fiscal year after the election of the Fully Elected Board, the Board of Directors of the Association shall establish an annual budget in advance for each calendar year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Condominium and the Condominium Regime, including a reasonable allowance for contingencies and a reasonable addition to the Replacement Reserve Fund. The Common Expense Charge for such year shall be established by the Board after adoption of such annual budget by the Board of Directors. Copies of each such budget and the Common Expense Charge for each particular Residence Unit for such year shall be made available to each Owner on or before the first day of the applicable fiscal year by such reasonable means as the Board of Directors may provide. If the Board of Directors at any time determines that the Common Expense Charges so levied are or may prove to be insufficient to pay the costs of operation, management, or maintenance of the Condominium for such fiscal year or in the event of casualty losses, condemnation losses or other events (including non-payment of Common Expense Charges by some Owners) that require that additional funds be supplied for the management, maintenance or operation of the Condominium, the Board of Directors shall have the authority, in its discretion, at any time or from time to time to increase such Common Expense Charges or to levy such Special Assessments as it shall deem necessary for that purpose. Except as otherwise specifically provided in Article VI, Section 4 of the By-Laws and this Declaration, such Special Assessment shall not be levied, however, without the prior approval of Owners having at least a majority of the total voting power in the Association, unless a greater number of the total voting power is required by law applicable to the Condominium.

The failure or delay of the Board to prepare any annual budget or to deliver copies of such budgets to each Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay Common Expense Charges whenever the same shall be determined, and in the event of any delay or failure to establish any annual budget each Owner shall continue to pay the Common Expense Charge, monthly, at the rate established for the previous period until a new annual budget is established.

Section 4.4. Payment of Common Expense Charges, Special Assessments and Other Sums. The Common Expense Charge shall be allocated among those Owners obligated by this Declaration to pay same according to their respective Allocated Interests. Common Expense Charges shall be due and payable monthly in advance on the first day of each calendar month (or

such other day as the Board may designate by written notice to all Owners) during the year for which such Common Expense Charge has been assessed. Special Assessments and other sums for which an Owner may be liable hereunder (including, without limitation, sums due under Section 2.2 hereof, charges for chilled and heated water allocated to a Residence Unit by the Board and other sums incurred by the Association at the request of or in behalf of an Owner) shall be payable on or before ten (10) days after the date on which an invoice has been sent to an Owner. Payment of Common Expense Charges, Special Assessments and other sums due hereunder shall be in default if such Common Expense Charges, Special Assessments and other sums or any part thereof, are not paid to the Association on or before ten (10) days from the due date for such payment. Common Expense Charges, Special Assessments and other sums due hereunder in default shall bear interest at the highest non-usurious contract rate permitted by law from and after the date of delinquency until paid, due credit being given for all charges or fees theretofore contracted for, charged or received that shall be deemed to be interest under applicable law. The Board shall also have the right, in its discretion, by appropriate resolution of the Board, to establish late fees or delinquency charges to be imposed in addition to the interest to which such delinquent Common Expense Charges, Special Assessments and other sums due hereunder are subject. Each Owner (whether one or more persons) shall be personally liable for the payment of all Common Expense Charges, Special Assessments and other sums due hereunder, interest and late fees (or delinquency charges) that may be levied against such Owner and its Residence Units pursuant to the provisions hereof.

Section 4.5. Enforcement. In order to secure the payment of the Common Expense Charges and Special Assessments levied hereunder and other sums due hereunder (including interest, late fees or delinquency charges), a vendor's lien and superior title shall be and is hereby reserved in and to each Residence Unit together with all appurtenant rights thereto, including but not limited to the Storage Space assigned thereto, and assigned to the Association, without recourse, which lien shall be enforceable as hereinafter set forth by the Association, the Board on behalf of the Association or any Owner on behalf of the Association. The liens described in this Section 4.5 and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase or improvement of any Residence Unit and any renewal, extension, rearrangement or refinancing thereof. The collection of such Common Expense Charges, Special Assessments and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees, shall be chargeable to and be a personal obligation of such defaulting Owner. The right to use the Common Elements and the voting rights of any Owner in default more than thirty (30) days in the payment of the Common Expense Charge, any Special Assessment or other charge owing hereunder for which an Owner is liable may be revoked by action of the Board of Directors for the period during which such default exists.

Notice of the lien referred to in the preceding paragraph may be given by the recordation in the Official Public Records of Real Property of Harris County, Texas of an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner (or Owners) of such Residence Unit, according to the books and records of the

Association, and the legal description of such Residence Unit, or in such other manner as may be specified by the Texas Uniform Condominium Act.

Each Owner, by acceptance of a deed to its Residence Unit, hereby expressly recognizes the existence of such lien as being prior to its ownership of such Residence Unit and hereby vests in the Board or its agents the right and power to bring all actions against such Owner (or Owners) personally for the collection of such unpaid Common Expense Charges, Special Assessments, and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to its Residence Unit, each Owner by acceptance of such deed expressly GRANTS, BARGAINS, SELLS AND CONVEYS to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Residence Unit, and all rights appurtenant thereto, for the purpose of securing the aforesaid Common Expense Charges, Special Assessments, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and attested to by the Secretary of the Association and filed in the Official Public Records of Real Property of Harris County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured to be paid by such lien, it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Residence Unit, and all rights appurtenant thereto, at the door of the County Courthouse of Harris County, Texas on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash at public vendue after the trustee and the Board, respectively, shall have given notices of the proposed sale in the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner (or Owners) of such Residence Unit and its heirs, executors, administrators and successors. The trustee shall give notice of such proposed sale by posting a written notice of the time, place and terms of the sale for at least twenty-one (21) consecutive days before the date of sale at the Courthouse door of Harris County, Texas and, in addition, the Board shall serve written notice at least twenty-one (21) days before the sale or the proposed sale by certified mail on each of such Owner or Owners according to the records of the Association. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent address as shown by the record of the Association, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

At the foreclosure, judicial or non-judicial, the Association shall be entitled to bid for and purchase the Residence Unit as a Common Expense, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed, together with costs and attorney's fees. From and after any such foreclosure the occupants of such Residence Unit shall be required to pay

a reasonable rent for the use of such Residence Unit, and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of the Residence Unit by forcible detainer without further notice.

It is the intent of the provisions of this Section to comply with the provisions of Section 51.002 of the Texas Property Code, relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any other Owner or Mortgagee or other person may, by amendment to this Declaration filed in the Official Public Records of Real Property of Harris County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.

Section 4.6. Common Expense Fund. The Common Expense Charges collected shall be paid into the Common Expense Fund to be held and used for the benefit, directly or indirectly, of the Condominium; and such Common Expense Fund may be expended by the Board for the purposes set forth herein, including, without limitation, providing for the enforcement of the provisions of this instrument, the By-Laws of the Association and Rules and Regulations promulgated thereunder; for the maintenance, operation, repair, benefit and welfare of the Common Elements, and generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Condominium. The use of the Common Expense Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

Section 4.7. Reserve Assessment. Upon the sale of a Residence Unit (whether the first sale or any subsequent sale), the new Owner thereof shall pay to the Association a sum equal to three (3) times the monthly Common Expense Charge in effect for such Residence Unit as of the date of closing on the sale thereof (hereinafter referred to as the "*Reserve Assessment*"). The Reserve Assessment shall be due and payable on the date the deed conveying the Residence Unit to the new Owner is recorded or, in the case of a contract for deed or similar instrument, the date the contract for deed is executed. Payment of the Reserve Assessment shall be in default if the Reserve Assessment is not paid on or before the due date for such payment. Reserve Assessments in default shall bear interest at the rate of ten percent (10%) per annum from date of delinquency until paid. All Reserve Assessments collected by the Association shall be deposited into the Replacement Reserve Fund. No Reserve Assessment paid by an Owner shall be refunded to the Owner by the Association. Further, the Association may enforce payment of the Reserve Assessment in the same manner in which the Association may enforce the payment of Common Expense Charges and Special Assessments pursuant to Section 4.5 of this Article 4.

This Section 4.7 shall not apply in the case of a conveyance to a bona fide Mortgagee pursuant to a foreclosure or judicial sale of a Residence Unit or to any conveyance made by the Owner of a Residence Unit to a bona fide Mortgagee in lieu of foreclosure, *provided* that the subsequent sale of such Residence Unit by such Mortgagee to any other purchaser shall meet the

person or organization selected by the Board in making such determination. The cost of any and all such appraisals shall be borne by the Common Expense Fund.

- (b) Insurance on the Building against loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Building, without co-insurance clause, so long as available, in such amount as the Board may deem desirable.
- (c) Commercial general liability insurance coverage, in occurrence form, against claims for personal injury or death or property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Elements or upon, in or about the driveways, roadways, walkways and passageways, on or adjoining the Condominium, which insurance shall provide minimum liability limits of \$1,000,000 combined for bodily injury and property damage and minimum general aggregate liability limits of \$2,000,000, personal injury liability limits of \$1,000,000 per occurrence, products-completed operations liability limits of \$2,000,000 aggregate, contractual liability limits of \$1,000,000 per occurrence, premises damage legal liability limits of \$500,000 per occurrence, and medical payments liability limits of \$5,000 per occurrence, or such greater amounts as the Board shall deem desirable. Such insurance policy shall not contain a cross-liability endorsement.
- (d) Worker's compensation insurance as may be necessary to comply with applicable laws.
- (e) Employer's liability insurance in such amount as the Board may deem desirable but not less than the amount required as underlying insurance for the excess or umbrella liability insurance policy referenced in Subsection (i) of this Section 5.1.
- (f) Fidelity bonds indemnifying the Association, the Board and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association in such an amount as the Board may deem desirable including an endorsement to cover claims by third parties alleging theft by employees of the Association.
- (g) Liability insurance insuring the Board and officers of the Association against any claims, losses, liabilities, damages, or causes of action arising out of or in connection with or resulting from any act or omission in their representative capacities subject to usual and customary limitations and exclusions from coverage.
- (h) Comprehensive automobile liability insurance for ownership, maintenance or use of owned, hired or non-owned vehicles with a minimum single limit of \$1,000,000 per accident for bodily injury or property damage.

requirements of this Section. Further, this Section 4.7 shall not apply to the following: (i) transfers of ownership of any Residence Unit by one spouse to or for the benefit of the other spouse and/or members of the Owner's immediate family (which term includes descendants, parents and siblings of the Owner and the spouses thereof); (ii) sales to the Association or its nominee pursuant to Section 9.3 of this Declaration; or (iii) transfers provided for in Section 11.4 of this Declaration.

Section 4.8. Common Expense Charge Abatements. The Association shall abate the Common Expense Charge for any Residence Unit that is not habitable by reason or as a consequence of any loss or damage which is suffered or sustained by the Condominium and which is covered by insurance that the Association maintains in accordance with this Declaration or otherwise. Such abatement shall be limited to the extent of the net proceeds from any such insurance received by the Association, and such abatement shall begin on the first day of the month immediately following the date that the Board determines that such Residence Unit became not habitable and shall continue thereafter until such time as the Board determines that such Residence Unit will become fully habitable. For purposes of this Section 4.8, a Residence Unit shall be deemed by the Board to be "not habitable" whenever the Board, in the exercise of its independent and reasonable judgment, determines that such Residence Unit may not be occupied safely and with reasonable comfort as a home, and the term "net proceeds from any such insurance" shall mean the total proceeds from any such insurance received by the Association less claim fees, insurance deductibles and any other costs, fees or charges associated with the recovery of such proceeds.

ARTICLE 5. Insurance

Section 5.1. General Provisions. The Board of Directors shall have authority to and shall obtain insurance for the Condominium as follows:

- (a) Insurance on the Building, including the Residence Units (except as set forth in Section 5.2 below) and the Common Elements, against loss or damage by fire and loss or damage by all risks now or hereafter embraced by policies or endorsements which are designed for insuring condominium regimes in the State of Texas (with vandalism and malicious mischief endorsements) such as special causes of loss form or similar "all risk" form of property insurance (including insurance for flood, earthquake and terrorism) to the extent that the Board determines that such insurance policies or endorsements are reasonably available and affordable, in amounts sufficient to prevent the Association or the Owners from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than the full insurable replacement cost thereof and which policy shall contain a replacement cost endorsement. The "*full insurable replacement cost*" of the Building, including the Residence Units and the Common Elements, shall be determined from time to time but not less than once in a twelve-month period by the Board and the Board shall have the authority to obtain and pay for an appraisal by a

- (i) Excess or umbrella liability insurance for claims and losses in excess of the commercial general liability insurance policy, employer's liability insurance policy and comprehensive automobile insurance policy referenced in this Section 5.1 with a minimum single limit of \$5,000,000 per occurrence.
- (j) Such other insurance in such reasonable amount as the Board shall deem desirable.

The premiums for all insurance acquired on behalf of the Association or the Owners pursuant to the provisions hereof shall be borne by the Common Expense Fund.

All insurance provided for in this Section shall be effected under valid and enforceable policies issued by issuers of recognized responsibility authorized to do business in the State of Texas. Policies of insurance of the character described in Subsections (a), (b) and (c) of this Section 5.1 shall name as insureds the Association and each Owner as their interests may appear; shall contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Residence Unit, if any, as their respective interests may appear; shall be without contribution with regard to any other such policies of insurance carried individually by any Owner, whether such other insurance covers the Residence Unit owned by such Owner and/or the additions and improvements made by such Owner to its respective Residence Unit; shall waive the right of the insurer of subrogation under the policy against any Owner or the Association; shall provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days prior written notice to the Association and at least ten (10) days prior written notice to the Mortgagee of each Residence Unit. If possible, and if approved by the Board, all policies of insurance of the character described in Subsection (a) of this Section 5.1 shall contain an endorsement extending coverage to include the payment of Common Expense Charges with respect to Residence Units damaged during the period of reconstruction thereof. Any loss covered by such insurance policies shall be adjusted and settled by the affected insurers with the Board acting on behalf of, and as trustee for, the Owners, and the proceeds of such insurance shall be paid to the Board as trustee for the Owners and their Mortgagees, as their interests may appear. Subject to Section 6.3, the proceeds paid under a policy must be disbursed first for the repair or restoration of the damaged Common Elements, Residence Units and Storage Spaces and Owners and Mortgagees shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Condominium is terminated.

Section 5.2. Individual Insurance. Each Owner shall be responsible for insurance on the contents of its Residence Unit (including the elevator lobby exclusively serving its Residence Unit), its Storage Space, and the furnishings, interior walls (non-load bearing or non-shear), appliances, and all parts of its Residence Unit (including the elevator lobby exclusively serving its Residence Unit) that are not Common Elements, and personal property therein, including wall coverings and floor coverings and ceilings to the extent not covered by the policies of casualty insurance obtained by the Association for the benefit of all the Owners as above provided. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance

obtained by the Association for the benefit of all the Owners as above provided. Owners may carry individual policies of liability insurance insuring against the liability of such Owners, at their own cost and expense.

Section 5.3. Subrogation. Each Owner and the Association hereby agrees to and hereby waives all present and future rights of subrogation against the Declarant that they may be entitled to under any property insurance policies described in this Declaration for any loss or damage **(WHETHER OR NOT SUCH LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF DECLARANT)**.

ARTICLE 6.

Fire or Casualty; Restoration

Section 6.1. Duty to Restore. Any portion of the Condominium for which insurance is required under Section 82.111 of the Texas Uniform Condominium Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Condominium is terminated;
- (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (c) at least eighty percent (80%) of the Owners, including each Owner of a Residence Unit or assigned Limited Common Element that will not be rebuilt or repaired, vote to not rebuild.

Section 6.2. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid out of the Common Expense Fund.

Section 6.3. Partial Restoration. If the entire Condominium is not repaired or replaced, any insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium. The insurance proceeds attributable to Residence Units, Storage Spaces and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Residence Units and the Owners of the Residence Units to which the Limited Common Elements were assigned, or to their Mortgagees, as their interests may appear. The remainder of the proceeds shall be distributed to all the Owners as their interests may appear. If the Owners vote not to rebuild any Residence Unit, that Residence Unit's Allocated Interest shall be reallocated automatically as if the Residence Unit had been condemned, and the Association shall prepare, execute and record an amendment to the Declaration reflecting the reallocation.

Section 6.4. Repair of Residence Units. Following any such fire or other casualty where there is no termination of the Condominium Regime as provided above, each Owner shall be

responsible for the reconstruction, repair, and replacement of all personal property and other property not a Common Element in or part of its Residence Unit, Storage Space or elevator lobby for its Residence Unit, including, but not limited to, the floor coverings, wall coverings, interior walls, furniture, furnishings, decorative light fixtures and appliances located therein, to the extent each Owner wishes said reconstruction, repair, and replacement to be accomplished; the Association shall have no responsibility for any of same.

ARTICLE 7. Eminent Domain

Section 7.1. Taking of Residence Units. If a Residence Unit is acquired by condemnation, or if part of a Residence Unit is acquired by condemnation leaving the Owner of the Residence Unit with a remnant that may not practically and lawfully be used for any purpose permitted by this Declaration, the condemnation award must compensate the Owner for the Residence Unit and its Common Element interest, whether or not any Common Element interest is acquired. On acquisition, unless the decree provides otherwise, the condemned Residence Unit's entire Allocated Interest shall be automatically reallocated to the remaining Residence Units in proportion to the respective Allocated Interests of those Residence Units before the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. A remnant of a Residence Unit remaining after part of a Residence Unit is taken under this subsection is a Common Element.

Section 7.2. Partial Taking of a Residence Unit. Except as provided by Section 7.1, if part of a Residence Unit is acquired by condemnation, the award must compensate the Owner for the reduction in value of the Residence Unit and its Common Element interest. On acquisition, the condemned Residence Unit's Allocated Interest shall be reduced in proportion to the reduction in size of the Residence Unit, and the portion of the Allocated Interest divested from the partially acquired Residence Unit shall automatically be reallocated to that Residence Unit and the remaining Residence Units in proportion to the respective Allocated Interests of those Residence Units before the taking, with the partially acquired Residence Unit participating in the reallocation on the basis of its reduced Allocated Interest.

Section 7.3. Partial Taking of Common Elements. If part of the Common Elements is acquired by condemnation, the award must be paid to the Association, as trustee for the Owners, and to persons holding liens on the condemned property, as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Owners in proportion to their respective Allocated Interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Residence Units to which that Limited Common Element was allocated at the time of acquisition.

Section 7.4. Recordation. The court decree in the condemnation proceedings shall be recorded in Harris County.

ARTICLE 8. Renovation - Termination

Section 8.1. Decision to Renovate. When it has been determined by the vote of Owners representing aggregate Allocated Interests of ninety percent (90%) or more of the Condominium, that all or substantially all of the Common Elements can and should be renewed, reconstructed, renovated or replaced (other than as may be called for under Articles 6 and 7), the expenses thereof shall be borne by the Common Expense Fund and a Special Assessment may be assessed therefor; *provided* that any Owner not agreeing to such renewal, reconstruction, renovation or replacement may give written notice to the Board within ten (10) days following such decision to renew, reconstruct, renovate or replace that such Owner shall sell its Residence Units to the Association, for a cash price equal to the fair market value thereof. If such Owner and the Board, acting as agent of and on behalf of the Association, can agree on the fair market value therefor, then such sale shall be consummated within thirty (30) days after Owner and the Board agree upon such value. If such Owner and the Board are unable to agree upon the price thereof, the date when either party notifies the other that either is unable to agree with the other as to such price or terms shall be the "*Commencement Date*," from which all periods of time mentioned in this Section 8.1 shall be measured. Within ten (10) days from the Commencement Date, the Owner and the Board shall designate in writing (and give notice of such designation to the other party) the appraiser selected by each such party who shall be a member of the Houston Board of Realtors (or successor entity) and shall have been active in the sale of residential condominium units in the Houston, Harris County, Texas, area for a period of at least five (5) years prior thereto. If either party fails to make such designation within the aforesaid ten (10)-day period, then the appraiser already designated by one of the parties shall, within five (5) days after the expiration of such ten (10)-day period, appoint another appraiser, who shall likewise be a member of the Houston Board of Realtors (or successor entity) and shall have been active in the sale of residential condominiums for a period of not less than five (5) years prior thereto. If the two appraisers designated by the Owner and the Board (or selected pursuant to the provisions of the preceding sentence) are unable to agree upon the price of such Residence Units within ten (10) days from the date of their designation or selection, then they shall appoint a third appraiser, being subject to the same qualifications as herein set forth for the first two (2) appraisers. If the two (2) appraisers are unable to agree upon a third appraiser within fifteen (15) days from the date that such first two (2) appraisers are appointed (or selected pursuant to the preceding provisions hereof, if one party fails to designate an appraiser), then either Owner or the Board, on behalf of both, may request such appointment of the third appraiser by the Senior Judge of the United States District Court for the Southern District of Texas, Houston Division, acting in his individual capacity. In the event of the failure, refusal or inability of any appraiser so appointed to act, a new appraiser shall be appointed in his stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such appraiser so failing, refusing or so unable to act. Each party shall pay the fees and expenses of the original appraiser (and any successor) appointed by (or on behalf of, if such party fails to designate an appraiser) such party; the fees and expenses of the third appraiser, and all other expenses, if any, shall be borne equally by the Owner and the Board (which expenses borne by the Board, as aforesaid, shall be paid out of the Common Expense Fund). A decision joined in by two (2) of the three (3) appraisers shall be the decision of the appraisers. If no two (2) appraisers

agree, then the average of the two (2) closest in mathematical determinations shall constitute the decision of the appraisers. After reaching a decision, the appraisers shall give written notice thereof to the Owner and the Board, whereupon the sale of such Residence Units shall be consummated at such price within fifteen (15) days thereafter.

Section 8.2. Termination. Termination of the Condominium may only be accomplished in accordance with the provisions of Section 82.068 of the Texas Uniform Condominium Act, or any successor provision.

ARTICLE 9.

Transfer of Residence Units; Right-of-First-Refusal

Section 9.1. Right-of-First Refusal With Respect to Residence Units. Except as provided below, should the Owner of any Residence Unit be desirous of leasing (which term shall be deemed to include all types of lease, rental or other occupancy agreements) or selling such Residence Unit, the Association is hereby given and granted the right-of-first-refusal to lease or purchase such Residence Unit, together with all rights appurtenant thereto, as the case may be, on the terms and conditions herein stated, and no Owner of a Residence Unit shall lease or sell the same to any party without first giving the Association notice in writing of such proposed lease or sale as herein provided and giving the Association the opportunity to determine whether it will exercise the right-of-first-refusal to lease or purchase said Residence Unit on the same terms and conditions as those contained in any bona fide offer that the Owner of such Residence Unit may have received for the lease or purchase of its Residence Unit, which offer the Owner wishes to accept. The right-of-first-refusal shall be exercised, if at all, in writing by the Board. Any lease or sale of a Residence Unit without compliance with the terms hereof shall be void and of no force or effect, shall confer no title or interest in a Residence Unit to the purported purchaser or lessee, and shall be otherwise subject to the Association's right-of-first refusal.

Section 9.2. Notice and Exercise of Option. Whenever the Owner of any Residence Unit has received a bona fide offer to lease or purchase its Residence Unit and is desirous of accepting such bona fide offer, the Owner of such Residence Unit in accordance with Section 9.7 shall give the Board written notice of its desire to accept such offer for the lease or purchase of its Residence Unit, stating the name, address, business, occupation or employment of the offeror, and furnish the Board an executed copy of a bona fide offer for said lease or purchase. If the Association desires to exercise its option to lease or purchase said Residence Unit on the same terms and conditions as are contained in said offer then the Board shall notify the Owner of said Residence Unit of the exercise of its option, such notice to be in writing and delivered by registered or certified mail to said Owner within ten (10) days from the date of receipt by the Board of the Owner's notice to the Board as hereinabove required, or written notice may be personally delivered to said Owner within said period. If the Board has elected to lease or purchase the Residence Unit, then, within a reasonable time after the giving of notice to the Owner of such Residence Unit of its election, the Board shall execute a lease or contract to purchase, and shall consummate such lease or contract to purchase on all the same terms and conditions as those contained in said bona fide offer. When any Owner of

a Residence Unit has notified the Association as above provided of its desire to lease or sell its Residence Unit, such Owner shall be free to consummate such lease or sale of its Residence Unit unless, within ten (10) days after receipt of Owner's notice by the Board, the Board has notified said Owner of its intention to exercise its right-of-first-refusal as set out herein. In the event that the Association elects not to exercise its right-of-first-refusal, or fails to respond to the Owner within said ten (10) day period, the Owner of said Residence Unit shall be free to lease or sell said Residence Unit only to the party and only upon the terms described in the required notice. In the event that the proposed transaction with regard to which the Board has declined or failed to exercise its right-of-first-refusal is not consummated by the transfer of the corresponding deed or execution of a lease, as the case may be, within sixty (60) days of the date of the giving of the required notice, the Owner of such Residence Unit must again give notice to the Association and the Association shall again have a right-of-first-refusal as herein provided. The right-of-first-refusal to lease or purchase herein set forth shall be a continuing right and the non-exercise of the right in any instance shall not be deemed a waiver thereof in any other instance or against any other Owner or lessee. In the event that the Board does not desire to lease or purchase such Residence Unit, the Board, upon written request, shall provide a written instrument stating that the Board has declined to lease or purchase such Residence Unit.

Section 9.3. Purchase by Nominee of Association. If the Association shall so elect, it may cause its right-of-first-refusal to lease or purchase any Residence Unit to be exercised in its name for itself or for a party approved by the Board, or the Board may elect to cause said Residence Unit to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate the contract to purchase in the same manner as would the Board upon its exercise of said right-of-first-refusal to lease or purchase said Residence Unit.

Section 9.4. Terms of Lease. Notwithstanding that the Board may have declined or failed to exercise its right-of-first-refusal with respect to any leasing of any Residence Unit, no Residence Unit shall be leased for a term of less than six (6) full consecutive calendar months. No Residence Unit shall be leased unless the terms and provisions of such lease specifically provide that such Residence Unit may not be sublet to or be occupied by persons other than those named in the required notice provided for in Section 9.2 above without the prior written approval of the Board being first had and obtained, and any lease shall provide that the lessee or occupant and any guest or invitee of such lessee or occupant shall comply with and abide by all of the restrictions pertaining to the use of Residence Units and the Common Elements set forth in this Declaration, the By-Laws, Rules and Regulations and the Custom Design Criteria promulgated hereunder and the laws of the State of Texas applicable to the Condominium now or hereafter established governing the use of such Residence Units and the Common Elements. Should any lessee or occupant not comply with such lease provision, then the Board shall have the right to cancel and terminate such lease, without any obligation or liability imposed upon the Owner, and for such purpose, the Board shall be regarded as the Owner's agent fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease and the eviction of the tenant under such lease. The Board shall have the right to collect rents from any tenant of an Owner that is more than sixty (60) days delinquent in the payment of any amount due to the Association.

Section 9.5. Exceptions to Right-of-First Refusal. *Provided* that the Board has received prior written notice (except as to the lease, sublease or sale of any Residence Unit to or by the Declarant or by the Association or its nominee and any transfers covered by Sections 9.3 and 11.4, in all of which cases no prior written notice shall be required) the right-of-first-refusal herein granted to the Association shall not apply to or be operative with respect to (i) transfers of ownership of any Residence Unit by one spouse to or for the benefit of the other spouse and/or members of the Owner's immediate family (which term includes descendants, parents and siblings of the Owner and the spouses thereof); (ii) transfers by one Owner to another Owner; (iii) transfers provided for in Section 11.4 hereof; (iv) any foreclosure or judicial sale of a Residence Unit; (v) the sale or leasing of a Residence Unit by the Association or its nominee pursuant to Section 9.3 after the Association has acquired such Residence Unit or a leasehold estate therein pursuant to the terms of this Article; (vi) any conveyance made by the Owner of a Residence Unit to a bona fide Mortgagee in lieu of foreclosure, *provided* that the title of a purchaser from such Mortgagee or the title of any purchaser that obtains its title at any foreclosure or judicial sale shall thereafter be subject to the terms and provisions of this Article with respect to any further lease or sale of any such Residence Unit; (vii) any lease, rental or occupancy arrangement for any Residence Unit the Owner of which is a corporation, limited partnership, trust or other legal entity other than a natural person for the housing of its officers, directors, partners, trustees, beneficiaries or other designated agent or employee or a bona fide corporate guest or client, *provided* that such entity is engaged in substantial business endeavors other than the renting or leasing of Residence Units in the Condominium; (viii) the creation of a Mortgage; or (ix) the lease, sublease or sale of any Residence Unit to or by Declarant.

Section 9.6. Application of Proceeds of Any Sale. Upon the sale or conveyance of a Residence Unit by an Owner other than the Declarant, the proceeds of such sale or conveyance shall be applied as follows:

- (a) First, to assessments, liens and charges in favor of the State and any political subdivision thereof for taxes past due and unpaid on the Residence Unit;
- (b) Secondly, to amounts due under any Mortgage;
- (c) Thirdly, to the payment of all unpaid Common Expense Charges and Special Assessments or other sums due and owing hereunder against the Residence Unit or the Owner thereof;
- (d) Fourthly, to the Owner of such Residence Unit.

If such unpaid Common Expense Charges, Special Assessments or other sums due and owing hereunder against the Residence Unit or the Owner thereof are not paid or collected at the time of sale or conveyance of a Residence Unit, the grantee of such sale or conveyance shall be jointly and severally liable with the selling Owner for all unpaid Common Expense Charges and Special Assessments against the Residence Unit and other sums due and owing hereunder against the

Residence Unit or the Owner thereof up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Owner the amounts paid by the grantee therefor.

In the event of a foreclosure of a Mortgage for the purchase or improvement of any Residence Unit, the purchaser at such foreclosure sale and any successor in title to such Residence Unit from the purchaser at such foreclosure sale (except the Owner upon whom such lien was foreclosed) shall not be liable for the Common Expense Charges or Special Assessments chargeable to such Residence Unit or other sums due and owing hereunder against the Residence Unit or the Owner thereof that became due prior to such foreclosure or any conveyance in lieu thereof.

Section 9.7. Information. Whenever the Owner of any Residence Unit gives the Board written notice of its desire to accept a *bona fide* offer to lease or purchase its Residence Unit, such notice shall contain the name, address, business, occupation, or employment of the offeror; the names, addresses, businesses, occupations, or employments of all proposed occupants; and such other information concerning the offeror, proposed lessee or purchaser, or proposed occupants as the Association may reasonable require. Additionally, such Owner shall furnish to the Association an executed copy of the *bona fide* offer for said lease or purchase. Refusal by an Owner, offeror, proposed lessee or purchaser, or any proposed occupant to provide such information, and/or to comply fully with the Association's reasonable request concerning such information shall be deemed to be non-compliance with the terms of this Article 9. In making the determination whether to exercise its right of first refusal, the Association may conduct background checks and other investigations of the offeror, proposed lessee or purchaser, or any proposed occupant to the fullest extent permitted by law. Refusal by an Owner, offeror, proposed lessee or purchaser, or proposed occupant to consent to and fully cooperate with such background checks and investigations shall be deemed to be non-compliance with this Article 9. An Owner required to provide notice under Section 9.2 shall be responsible for, and shall reimburse the Association for, all reasonable costs, expenses and legal fees incurred by the Association as a result of the Association's exercise of the rights and duties set forth in this Article 9. Said costs, expenses and legal fees shall be due and payable upon presentation by said Owner by the Association of a statement therefor.

Section 9.8. Mortgages. An Owner who mortgagees its Residence Unit or the Mortgagee of such Residence Unit shall notify the Board of the name and address of the Mortgagee and shall file a conformed copy of the relevant Deed of Trust with the Association.

ARTICLE 10.

Amendment of Declaration, By-Laws and Rules and Regulations; Conflicts Between Provisions

Section 10.1. Amendment of Declaration. Except as otherwise provided by law (applicable to the Condominium) and elsewhere in this Declaration, the provisions of this Declaration, except for the specific matters described in Section 10.2 below, may be amended only by agreement of an aggregate number of members having not less than sixty-seven percent (67%) of the total voting power of the Association and entitled to vote on such amendment, such agreement

to be evidenced by written ballot or by a vote at a meeting of the Association called for that purpose. Any amendment to this Declaration shall become effective only upon the recordation in the Condominium Records of Harris County, Texas of a written amendment signed and certified by the duly authorized officers of the Association, attesting to the proper adoption of such amendment and containing the text thereof. An action to challenge the validity of an amendment to the Declaration adopted by the Association under this Article 10 must be brought before the first anniversary of the date the amendment is recorded.

Section 10.2. Exceptional Matters. Except as specifically permitted elsewhere in this Declaration, an amendment to this Declaration may not create or increase special Declarant rights, increase the number of Residence Units, change the boundaries of a Residence Unit, alter or destroy a Residence Unit, Storage Space or Limited Common Element, change a Residence Unit's Allocated Interest, or change the use restrictions on a Residence Unit unless the amendment is approved by agreement of an aggregate number of members having not less than 100% of the total voting power of the Association. The Board or the Declarant, if the Declarant owns a Residence Unit that has never been occupied, may without a vote of the Owners or approval of the Association amend the Declaration in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration.

Section 10.3. Amendment of By-Laws. The By-Laws of the Association may be amended from time to time at any regular or special meeting by the affirmative vote of members having not less than sixty percent (60%) of the voting power of the Association *provided* notice of said proposed amendment is contained in the notice of any such meeting.

Section 10.4. Amendments of Rules and Regulations. The Rules and Regulations may be amended from time to time by the Board. Each Owner, by accepting conveyance of a Residence Unit agrees to comply with and abide by the Rules and Regulations as the same may be amended from time to time.

Section 10.5. Conflict Between Provisions. In the event of any conflict among the terms and provisions of this Declaration, the Certificate of Formation of the Association, the By-Laws, the Rules and Regulations or applicable law, or between any of them, the By-Laws shall control over the Rules and Regulations; the Certificate of Formation shall control over both the By-Laws and the Rules and Regulations; this Declaration shall control over the Certificate of Formation; the By-Laws and the Rules and Regulations; and applicable law shall control over all of the foregoing.

Section 10.6. Covenants Running With the Land. All provisions of this Declaration, the By-Laws, and the Rules and Regulations, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors,

and assigns, but except as specifically provided for herein, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future owners, tenants, and occupants of Residence Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, and the Rules and Regulations, as such documents may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Residence Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws, and the Rules and Regulations, as such documents may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Residence Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

If any provisions of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Land to the provisions of the Act, such provision shall be deemed deleted from this Declaration or the By-Laws as the case may be, for the purpose of submitting the Land to the provisions of the Act, but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Land and their heirs, executors, administrators, legal representatives, successors, and assigns as covenants running with the Land and with every part thereof and interest under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

If any provision that is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Land to the provisions of the Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Land to the provisions of the Act.

Subject to the foregoing provisions, if this Declaration and the By-Laws are insufficient to submit the Land to the provisions of the Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Land, and their heirs, executors, administrators, legal representatives, successors, and assigns as covenants running with the Land and with every part thereof and interest therein under applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

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BELFLORE DECLARATION OF CONDOMINIUM

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ARTICLE 11.

Miscellaneous

Section 11.1. Estoppel Certificate. Any Mortgagee and any prospective purchaser of a Residence Unit shall be entitled upon written request therefor to a statement from the Board (or any party appointed by the Board) setting forth the amount of any unpaid Common Expense Charges, Special Assessments or other sums due and owing to the Association against the Residence Unit or the Owner thereof. Any prospective purchaser shall not be liable for nor shall the Residence Unit conveyed by subject to the lien provided in this Declaration for any unpaid Common Expense Charges or Special Assessments made by the Board against the particular Residence Unit involved or other sums due and owing hereunder against the Residence Unit or the Owner thereof in excess of the amount set forth in such statement. Any such purchaser shall, however, be liable for any Special Assessments, Common Expense Charges, and any other sums owing hereunder against such Residence Unit or the Owner thereof becoming due after the date of any such statement and shall be subject to the liens securing same as provided in this Declaration.

Section 11.2. Covenant of Further Assurances. Any party subject to the terms of this Declaration, whether such party is an Owner, a lessee or sublessee of an Owner, a lessee of any Common Element, an occupant of a Residence Unit, or otherwise shall, at the expense of any such other party requesting the same, execute, acknowledge, and deliver to the Association such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. If any Owner, or any other party subject to the terms of this Declaration fails or refuses, within ten (10) days after request therefor, to execute, acknowledge, or deliver any instrument, or to take any action that such Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Association is hereby authorized as attorney-in-fact for such Owner or other party, coupled with an interest, to execute, acknowledge, and deliver such instrument, or to take such action, in the name of such Owner or other party, and such document or action shall be binding on such Owner or other party.

Section 11.3. No Partition. Except as may be otherwise specifically provided in this Declaration, the Common Elements shall remain undivided and shall not be subject to an action for partition or division of the co-ownership thereof so long as the Condominium is maintained as a Condominium Regime in accordance with the provisions hereof, and, in any event, all Mortgages secured by an interest in the Common Elements must be paid in full prior to bringing any action for partition or the consent of all holders of such Mortgages must be obtained; *provided* if any Residence Unit shall be owned by two (2) or more Owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition of such Residence Unit as between such co-tenants.

Section 11.4. Alteration of Boundaries of Residence Units. If one person, firm or entity (including Declarant) is the Owner of all or part of two (2) Residence Units that are adjoining,

whether adjoining vertically (above and below each other) or horizontally (on the same floor of the Building) or if two Owners of adjoining Residence Units so agree, then such Owner or Owners shall have the right (subject to all applicable building codes and ordinances and upon written approval by the Board of plans and specifications therefor and with the consent of its [their] Mortgagee[s]) to remove all or any part of any intervening partition or floor or to create doorways or other openings in such partition or floor, notwithstanding the fact that such partition or floor may in whole or in part be a Common Element, so long as no portion of any Common Element other than that partition or floor is damaged, destroyed or endangered. Likewise, in the event an Owner (including Declarant) shall own two (2) Residence Units (or if the Owners of two (2) such Residence Units so agree) such Owner or Owners shall have the right (subject to all applicable building codes and ordinances and upon written approval of the Board of plans and specifications therefor and with the consent of its [or their] Mortgagee[s]), to install doorway openings in the wall separating such Residence Units at such location as shall be appropriate to permit such Owner or Owners to utilize both such Residence Units as one Residence Unit. All of such work shall be performed at the sole cost and expense of the Owner or Owners involved and shall be subject to reasonable rules and procedures relating thereto as may be established by the Board. In any of such events, the Owner or Owners involved may relocate the boundaries between adjoining Residence Units by requesting the Association to prepare, at such Owner's expense, an appropriate instrument of amendment to this Declaration and the Exhibits hereto to be executed by such Owners, which instrument, in order to be binding, shall be joined in by the President of the Association and filed for record in the office of the County Clerk of Harris County, Texas. The instrument of amendment (i) shall show the boundaries between those Residence Units that are being relocated, (ii) shall recite the occurrence of any conveyancing between the Owners of such adjacent Residence Units, and (iii) shall specify any reasonable reallocation as agreed upon between the Owners of the Residence Units involved of the aggregate Allocated Interests in the Common Elements pertaining to those Residence Units. Such plats and floor plans as may be necessary to show the altered boundaries between the Residence Units involved shall be certified as to their accuracy by a registered architect or engineer.

At any time prior to election of the Fully Elected Board, the Declarant shall have the right, at its option and sole cost and expense, without the consent of other Owners or the representative or representatives of any Mortgagee, to (i) make alterations, additions or improvements in, to and upon Residence Units and Storage Spaces owned by the Declarant (hereinafter called "*Declarant-Owned Residence Units*" or "*Declarant-Owned Storage Spaces*," respectively), whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Declarant-Owned Residence Unit or Declarant-Owned Storage Spaces; (iii) change the size and/or number of Declarant-Owned Residence Units into one or more Residence Units or Declarant-Owned Storage Spaces, combining separate Declarant-Owned Residence Units into one or more Residence Units or Declarant-Owned Storage Spaces into one or more Storage Spaces, altering the boundary walls between any Declarant-Owned Residence Units or Declarant-Owned Storage Spaces, or otherwise; and (iv) reapportion among the Declarant-Owned Residence Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the Common Elements; *provided* that the Allocated Interest in the Common Elements of any Residence Unit (other than Declarant-Owned Residence Units) shall not be changed by reason thereof unless

the Owners and Mortgagees, if any, of such Residence Units shall consent thereto and, *provided* further, that the Declarant shall comply with all laws applicable to the Condominium and shall agree to hold all other Owners harmless from any liability arising therefrom. At any time prior to election of the Fully Elected Board, the Declarant shall also have the authority, at its sole option, cost and expense, to make improvements to the Common Elements without the prior consent of the Board, other Owners or the representative or representatives of holders of any Mortgage. No Owner shall ever be assessed for any such changes or improvements done by the Declarant pursuant to this provision. In the event of any such alteration, combination or improvement, the Declarant, at its sole cost and expense, shall file any amendment to this Declaration necessary to reflect such change or improvement.

Section 11.5. Correction of Errors. Declarant reserves, and shall have the continuing right until election of the Fully Elected Board, without the consent of other Owners or the representatives of any Mortgagee, to amend this Declaration or the By-Laws for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any misstatements, errors or omissions herein, *provided* that no such amendment shall change the stated numbers of Residence Units nor the Allocated Interest in the Common Elements attributable thereto (except as set forth in Section 11.4).

Section 11.6. Enforcement. The Declarant, Board or any Owner shall have the right to enforce, by any proceedings at law or in equity, all terms and provisions hereof. Failure by the Declarant, Board or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter. In the event of any breach or threatened breach by any Owner of any of the covenants or restrictions herein contained, the Association shall be entitled to invoke any right or remedy at law or in equity, or by statute or otherwise, either by suit in equity and/or by action at law, including but not limited to, an action for damages as a result of any such breach and/or an action for specific performance of any such covenant or agreement, and all rights and remedies shall be cumulative and may be exercised concurrently and whenever and as often as occasion therefor arises, and the exercise of any remedy shall not preclude the simultaneous or later exercise of any other remedy.

Section 11.7. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

Section 11.8. Easements.

- (a) Prior to the election of the Fully Elected Board in accordance with Section 3.4 of this Declaration, the Declarant shall have the right to grant to utility companies and other entities, such easements, rights-of-way, and other rights as may be reasonably necessary to service the Condominium and establish, operate or maintain the same

as a viable condominium regime, without the consent or joinder of any other Owners or any Mortgagee.

- (b) Each Owner is hereby granted an Easement in common with each other Owner for ingress and egress through all Common Elements, subject to this Declaration and the Rules and Regulations promulgated from time to time by the Association. Such Easement shall be used jointly and in common with the other Owners and tenants of any Owners, each Mortgagee, and the agents, employees, customers and invitees of each Owner, tenant of each Owner and each such Mortgagee. Nothing contained herein shall be construed to create any rights of any nature in the public, nor shall any portion of the Common Elements be deemed to be dedicated for public use.
- (c) The Board and parties authorized by the Board are hereby granted an easement over, across and upon each of the Balconies for the purpose of maintenance and upkeep of the Building.
- (d) The Condominium is subject to the easements, licenses and other matters listed on Exhibit G attached hereto and made a part hereof for all purposes to the extent that the same are valid and in effect and are appurtenant or apply to the Land.

Section 11.9. Declarant's Right to Lease or Rent Residence Units. The Declarant shall have the right to rent or lease Residence Units owned by the Declarant to such parties and upon such terms and conditions as the Declarant may elect. All tenants or lessees of the Declarant shall have access to the Condominium and the Common Elements in the same manner as the Owners, and shall be bound by the terms of this Declaration, the By-Laws and the Rules and Regulations.

Section 11.10. No Amendment Without the Prior Written Consent of Declarant. For so long as Declarant is the Owner of a Residence Unit, the provisions of Sections 2.1.(d), 2.5, 9.5, 11.4, 11.5, and 11.9 may not be added to, amended or deleted without the prior written consent of the Declarant.

Section 11.11. Certain References. A reference in this Declaration to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "*herein*," "*hereof*" or "*hereunder*" or similar terms used in this Declaration refer to this entire Declaration and to the particular provision in which the terms are used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

Section 11.12. Dispute Resolution. Any controversy, claim or dispute arising out of or relating to this Declaration, the By-Laws, the Rules and Regulations, or the Custom Design Criteria or arising out of or relating to a breach of this Declaration, the By-Laws, the Rules and Regulations, or the Design Criteria ("*Dispute*") shall be subject to mediation and arbitration as provided for

herein. The obligations to mediate and arbitrate disputes under this Section 11.12 shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

- (a) If a Dispute cannot be settled through negotiation, the Board and the Owners affected thereby shall endeavor to resolve the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules ("*AAA Mediation Rules*") before resorting to arbitration. There shall be one mediator who shall be named in accordance with the AAA Mediation Rules. The mediation shall be conducted in the English language in Houston, Harris County, Texas. The parties shall share the mediator's fee and any filing fees equally.
- (b) If a Dispute cannot be resolved by mediation within thirty (30) days, the Dispute shall be resolved by binding arbitration administered by the American Arbitration Association under its Arbitration Rules for the Real Estate Industry ("*AAA Arbitration Rules*"). There shall be one arbitrator who shall be named in accordance with the AAA Arbitration Rules. The arbitration shall be conducted in the English language in Houston, Harris County, Texas in accordance with the Texas Civil Practice & Remedies Code, Section 171.001 et seq. The award rendered by the arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof unless the award resulted from manifest error or bad faith.
- (c) This Section 11.12 shall not apply to legal proceedings where relief of an equitable nature, such as injunctive relief, may be sought through the courts.
- (d) The parties and mediator or arbitrator shall treat all aspects of the mediation or arbitration proceedings, including without limitation, discovery, testimony, and other evidence, briefs and the award, as strictly confidential.
- (e) The parties shall be entitled to discovery in the arbitration proceedings in accordance with the Federal Rules of Civil Procedure. In addition, each party shall produce relevant and non-privileged documents or copies thereof requested by the other parties within the time limits set and to the extent required by order of the arbitrator. All disputes regarding discovery shall be promptly resolved by the arbitrator. No witness or party may be required to waive any privilege recognized at law.
- (f) The parties hereby waive any claim to any damages in the nature of punitive, exemplary, or statutory damages in excess of compensatory damages, or any form of damages in excess of compensatory damages, and the arbitrator is specially divested of any power to award any damages in the nature of punitive, exemplary, or statutory damages in excess of compensatory damages, or any form of damages in excess of compensatory damages.

- (g) The party prevailing on substantially all of its claims shall be entitled to recover its costs, including legal fees, for the arbitration proceedings, as well as for any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures, or to confirm or set aside an award.

[Signature on Following Page]

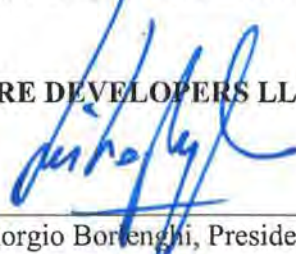
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FILM CODE _____

BELFIORE DECLARATION OF CONDOMINIUM

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SCANNER Contact IQ4400

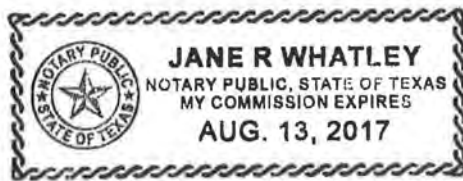
IN WITNESS WHEREOF, Declarant has executed this instrument this 14th day of February, 2014.

BELFIORE DEVELOPERS LLC

By: 
Giorgio Borlenghi, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 14th day of February, 2014, by Giorgio Borlenghi, President of Belfiore Developers LLC, a Texas limited liability company



Jane R. Whatley
Notary Public in and for
The State of Texas

Jane R. Whatley
Printed Name of Notary
My Commission Expires: 8/13/17

AFTER RECORDING RETURN TO:

MARVIN D. NATHAN, ESQ.
Nathan Sommers Jacobs
2800 Post Oak Blvd., 61st Floor
Houston, Texas 77056

EXHIBIT A-1

Description of the Land

A 1.8004 acre tract of land, more or less, situated in the William White Survey, Abstract Number 836, being all of Unrestricted Reserve "C", Block Three (3), of UPPER POST OAK, an addition in Harris County, Texas, according to the map or plat thereof as recorded under Film Code 430030 of the Map Records of Harris County, Texas

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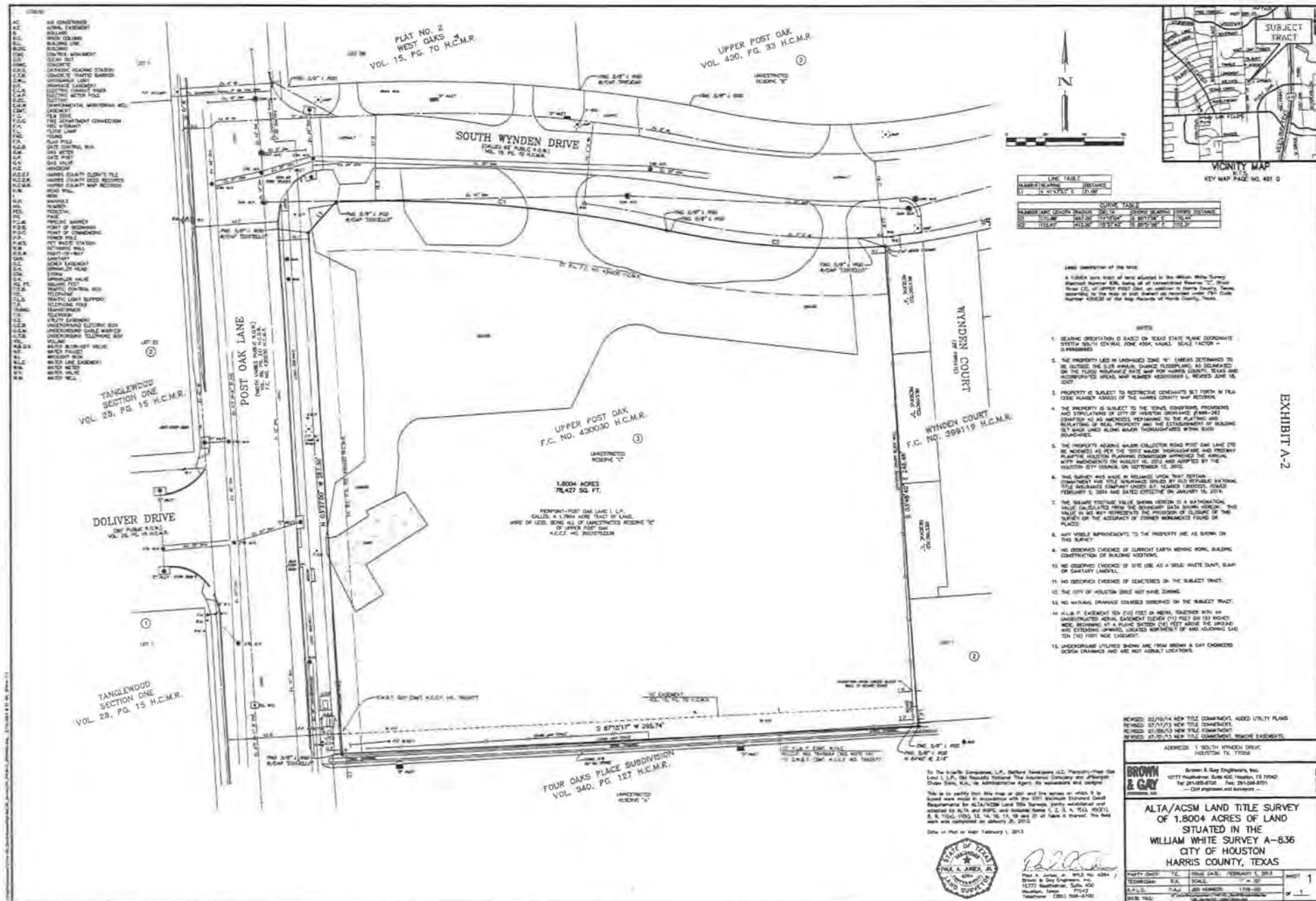
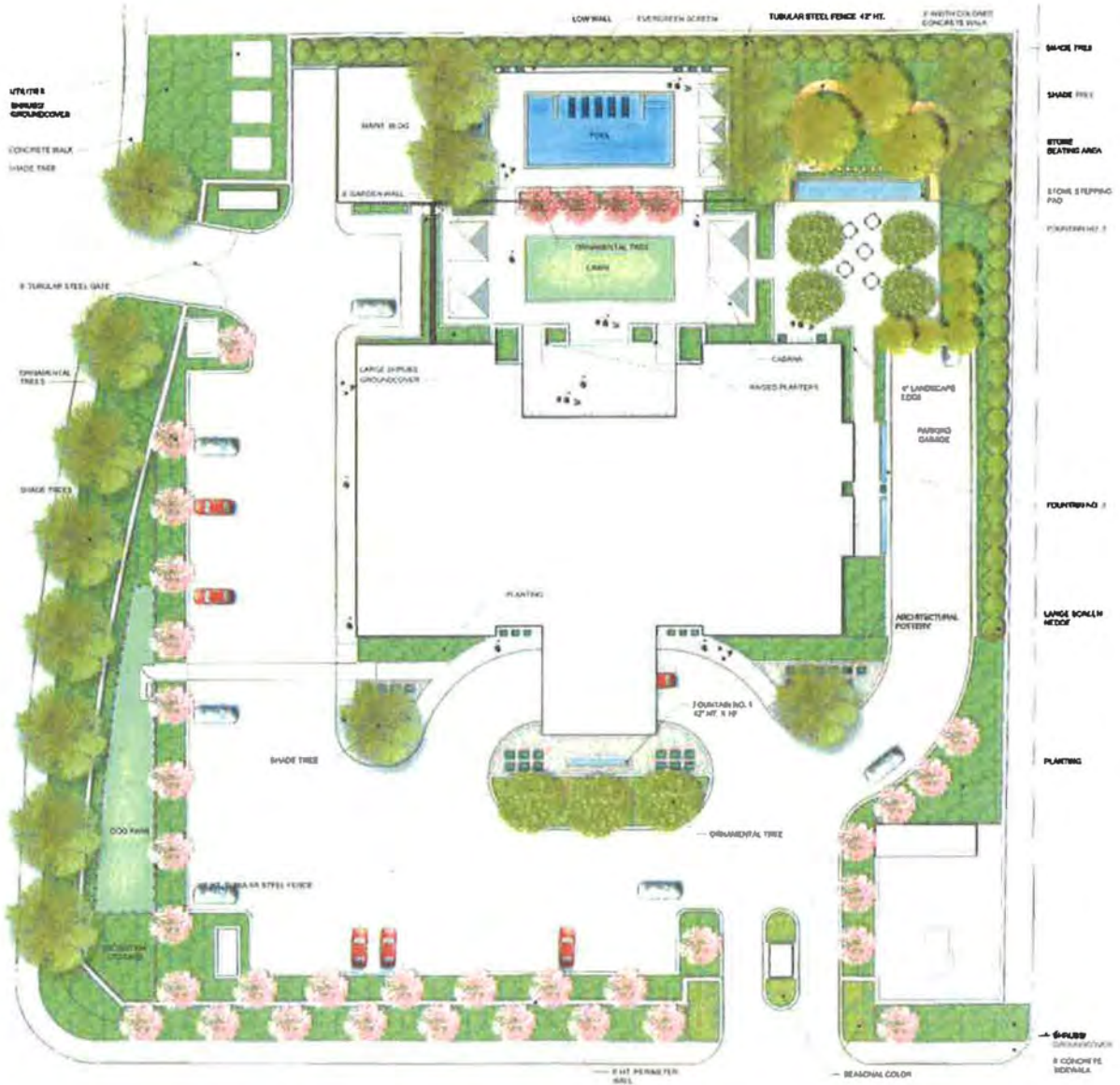


EXHIBIT B-1

Site Plan

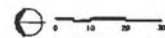


THESE PLANS ARE PREPARED BY CLARK CONDON ASSOCIATES, INC. FOR THE PROJECT AND ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF CLARK CONDON ASSOCIATES, INC.

CONCEPTUAL DRAWING
APRIL 16, 2013
CCA PROJECT NO. 133001

BELFIORE

Landscape Improvements
Inter-Plex, LLC
Houston, Texas



**CLARK CONDON
ASSOCIATES**
LANDSCAPE ARCHITECTURE

14000 North Loop West, Suite 1000, Houston, Texas 77057
713.231.1234 Fax 713.231.1235
www.clarkcondon.com

EXHIBIT B-2

Building Section

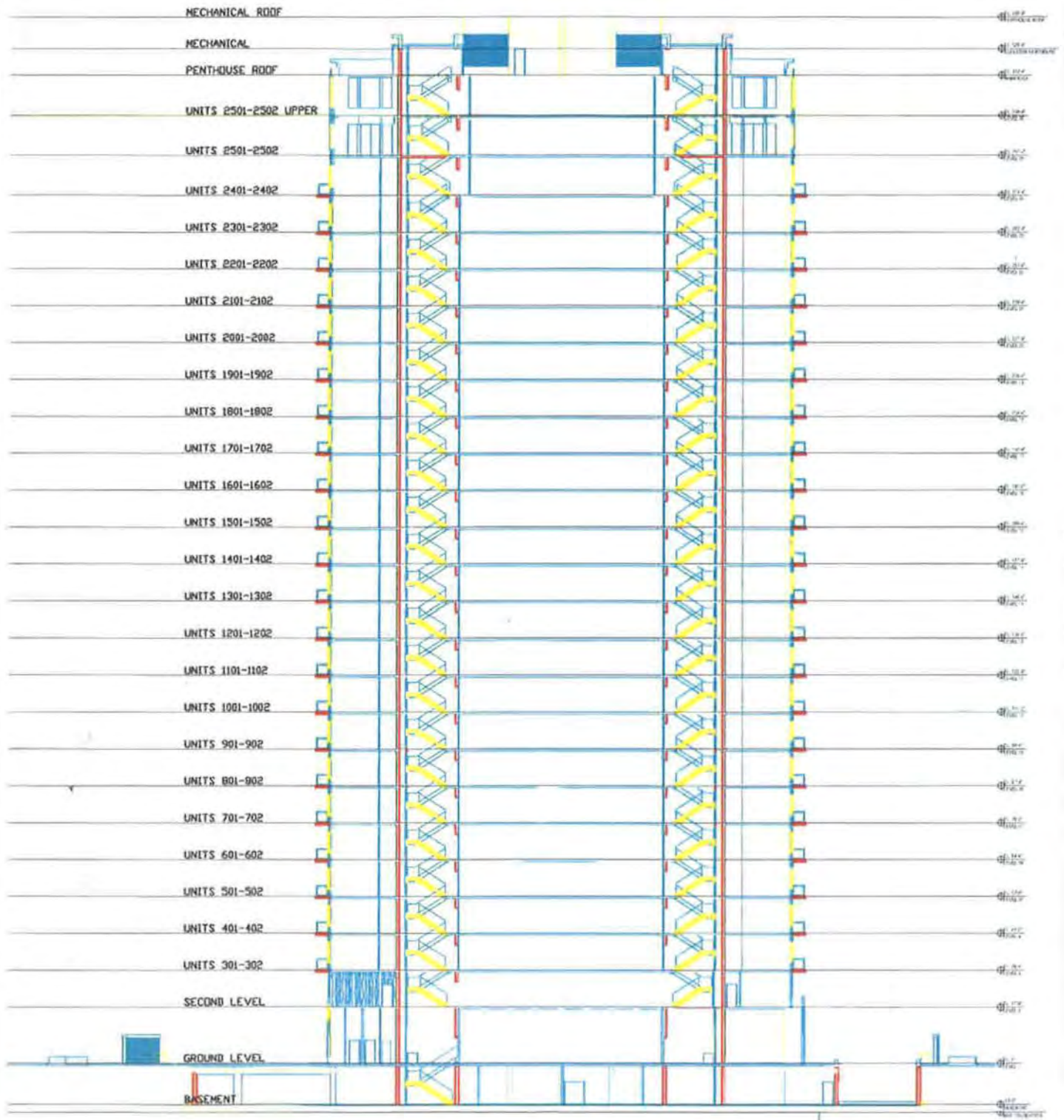
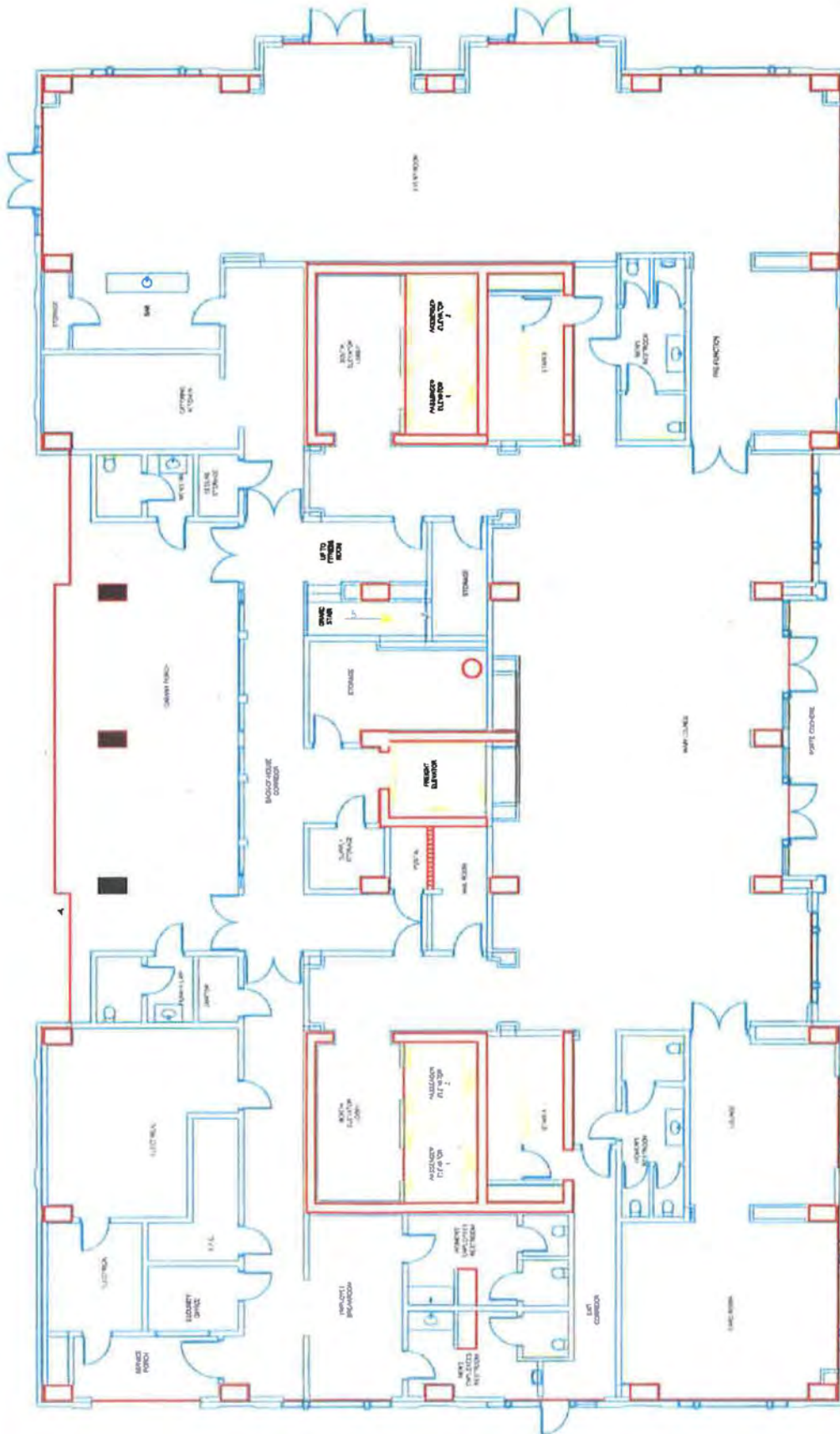


EXHIBIT C
FLOOR PLANS

Floor 1



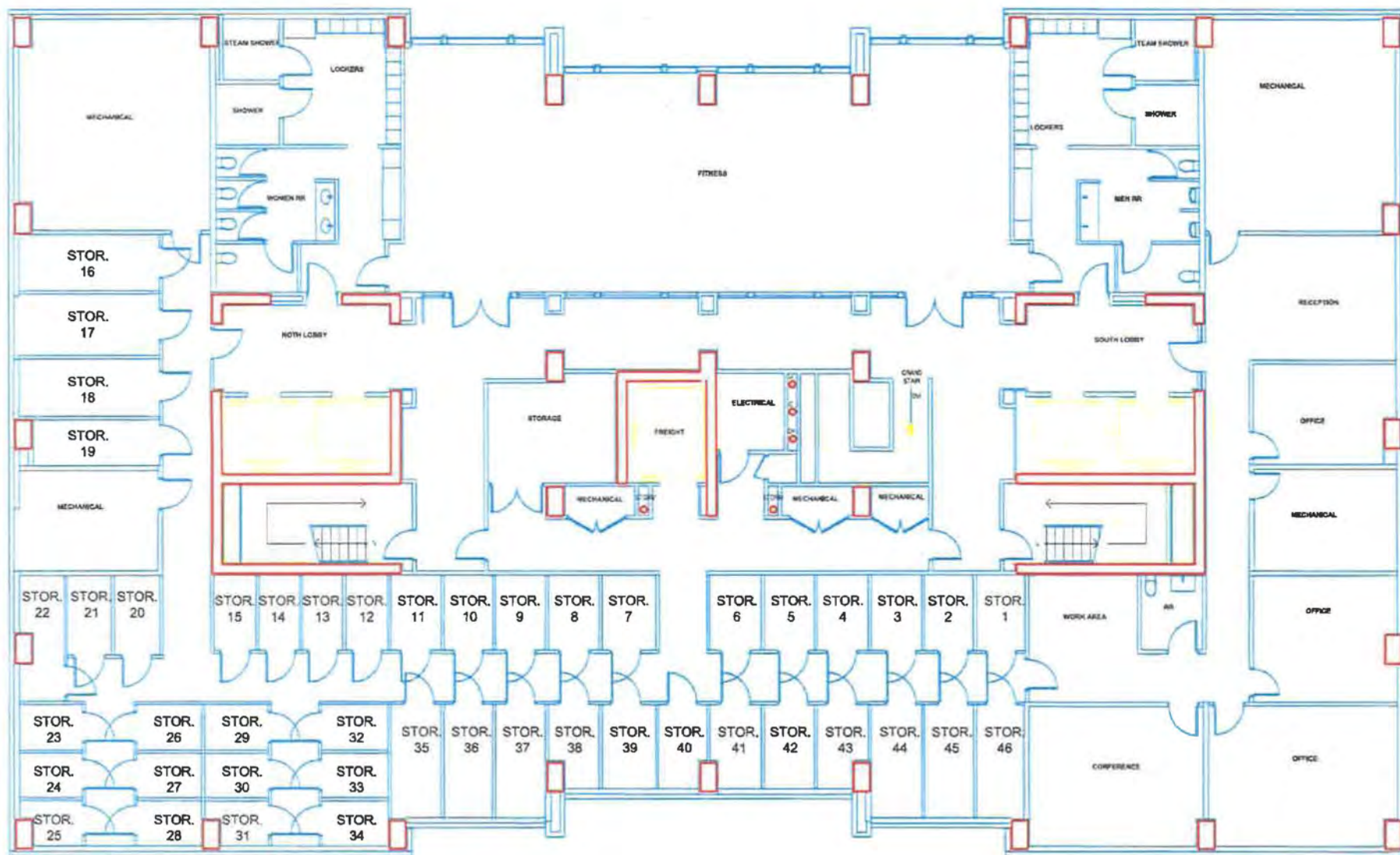


EXHIBIT C
FLOOR PLANS

Floor 3

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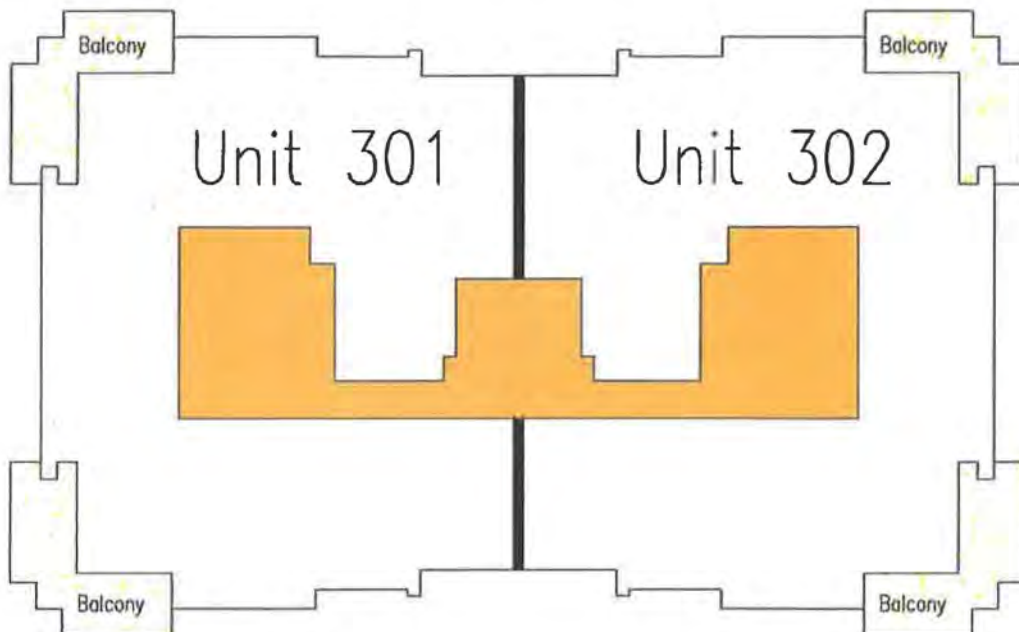


EXHIBIT C
FLOOR PLANS

Floor 4

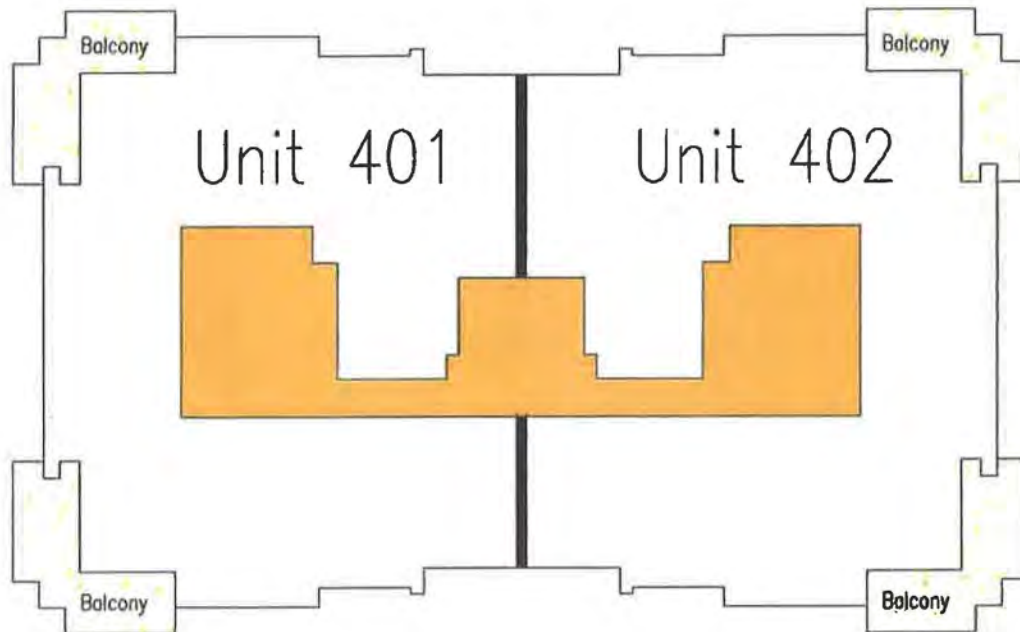
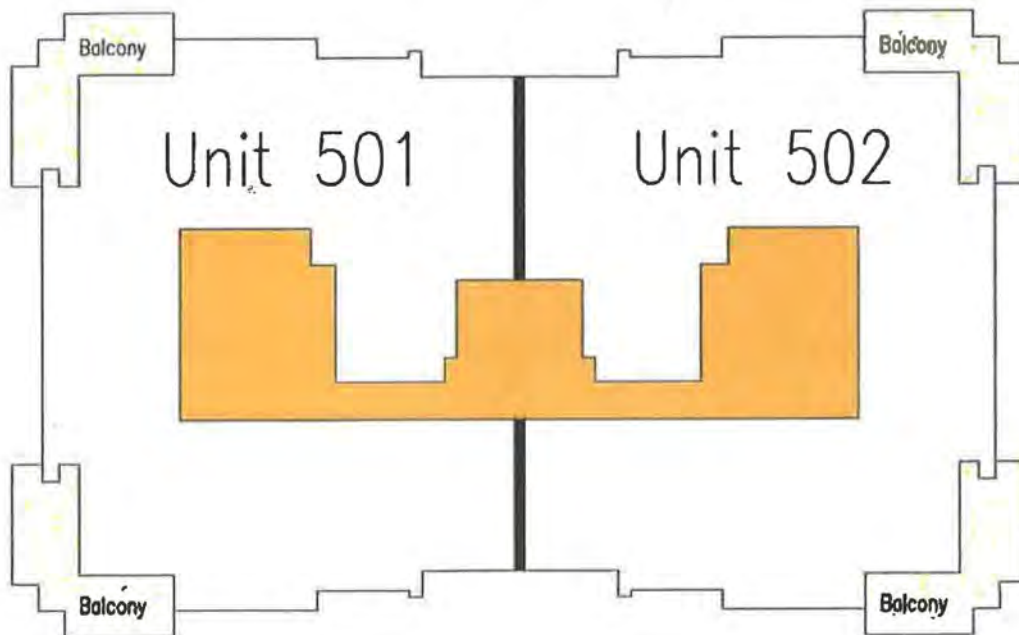


EXHIBIT C
FLOOR PLANS

Floor 5



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EXHIBIT C
FLOOR PLANS

Floor 6

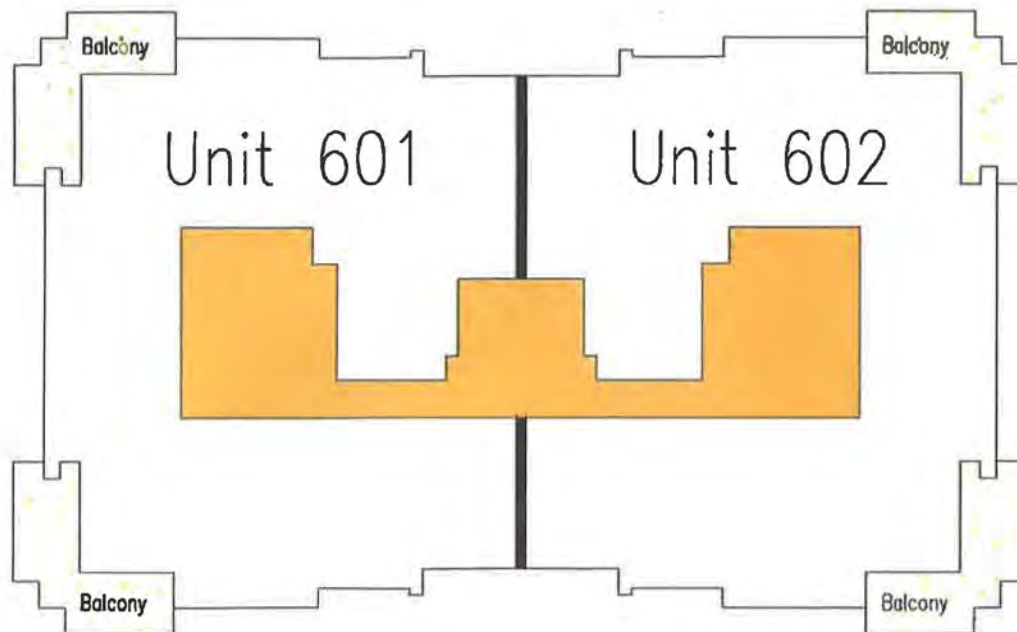
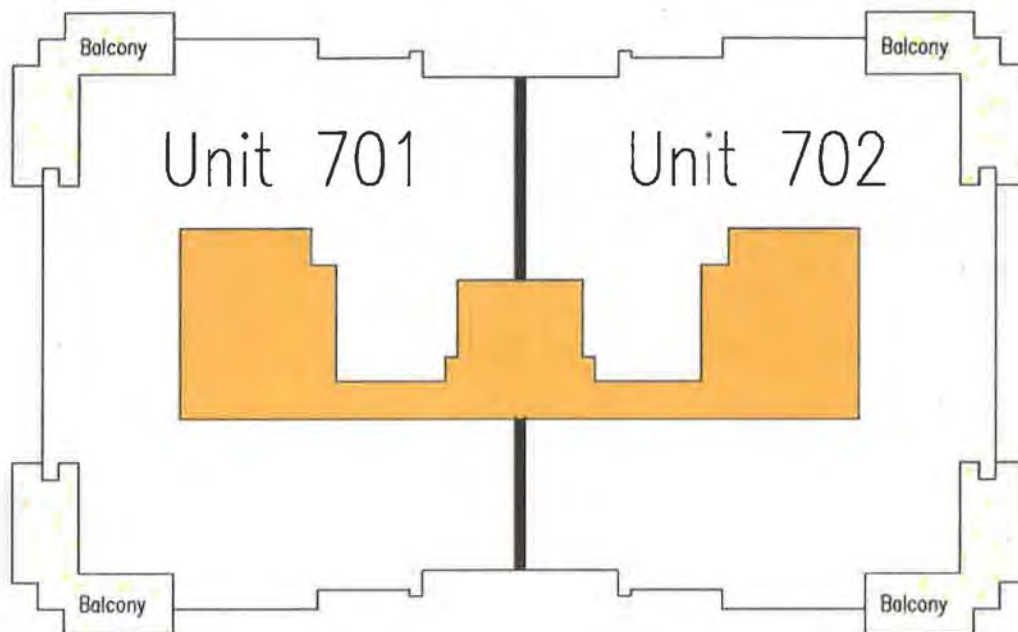


EXHIBIT C
FLOOR PLANS

Floor 7



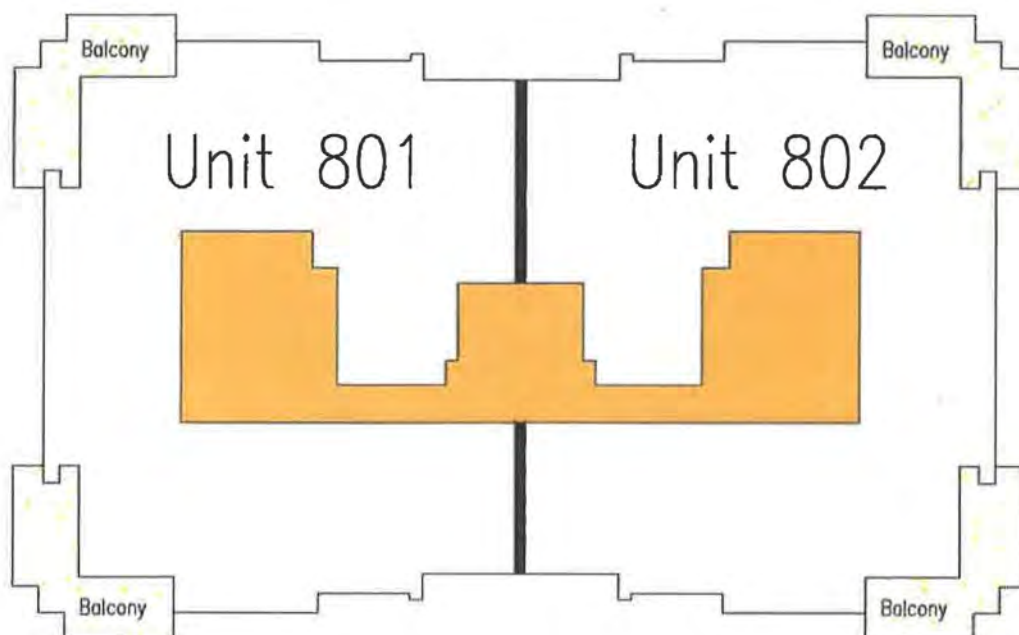


EXHIBIT C
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Floor 9

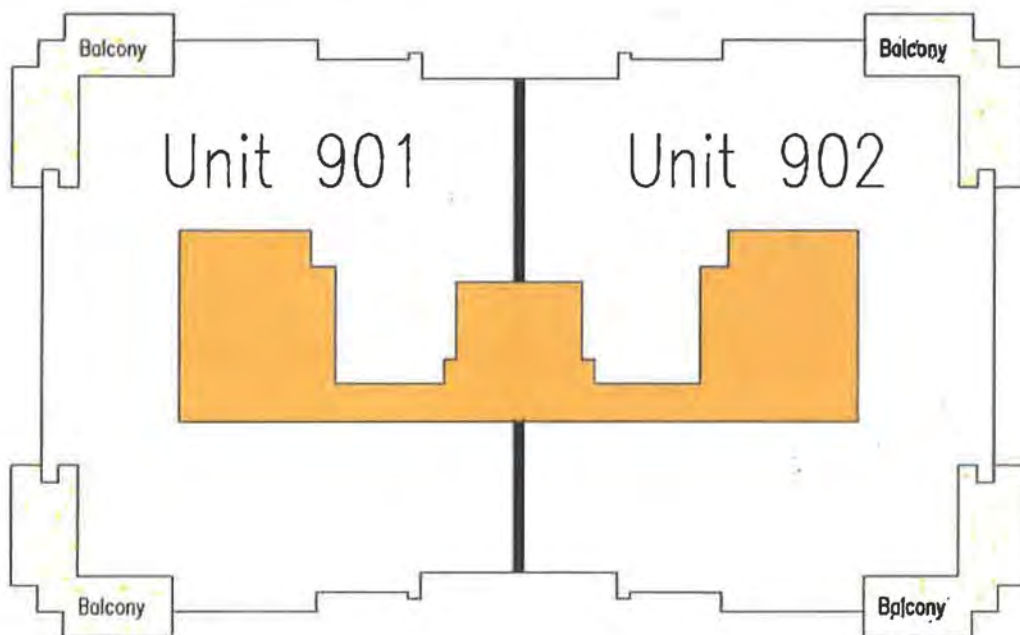


EXHIBIT C
FLOOR PLANS

Floor 10

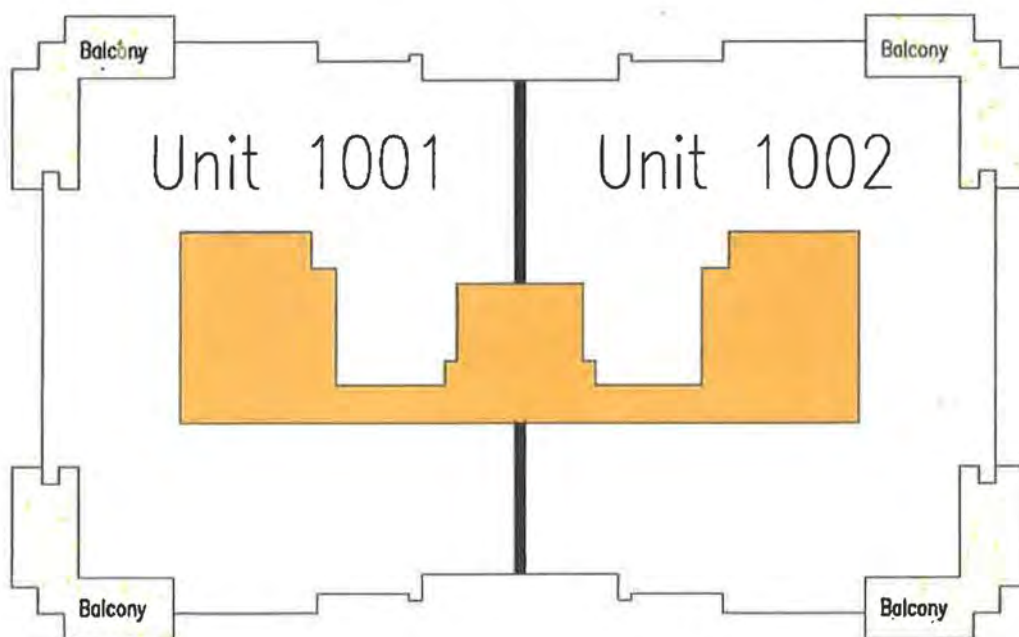


EXHIBIT C
FLOOR PLANS

Floor 11

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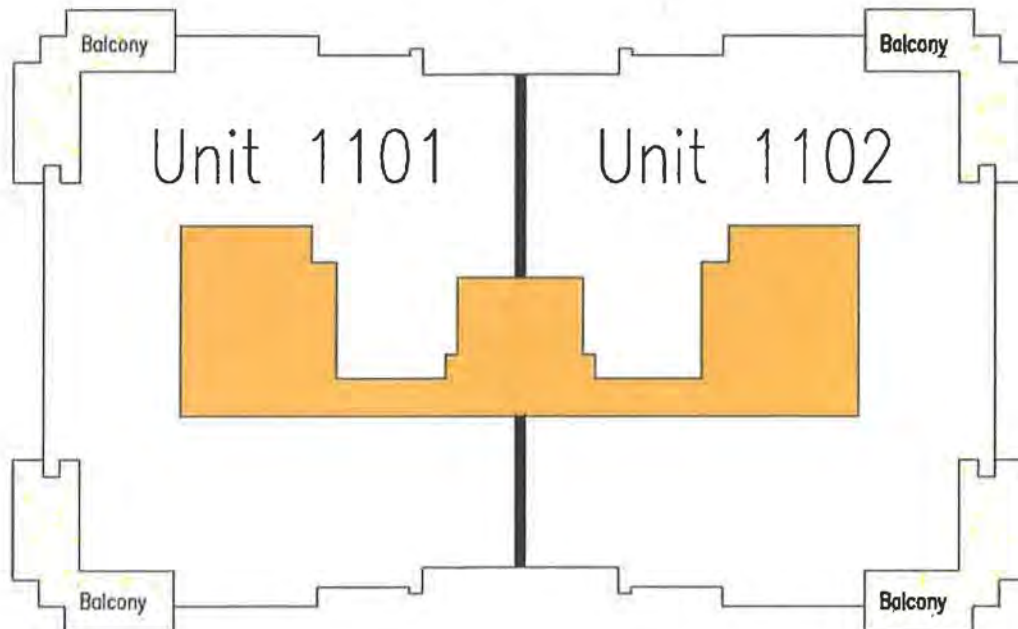


EXHIBIT C
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Floor 12

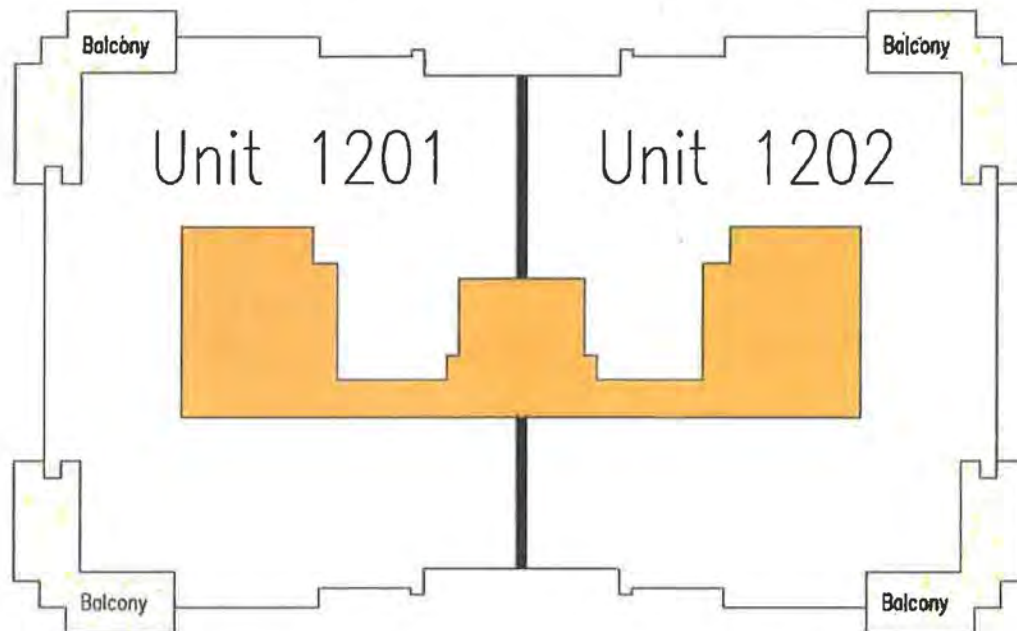
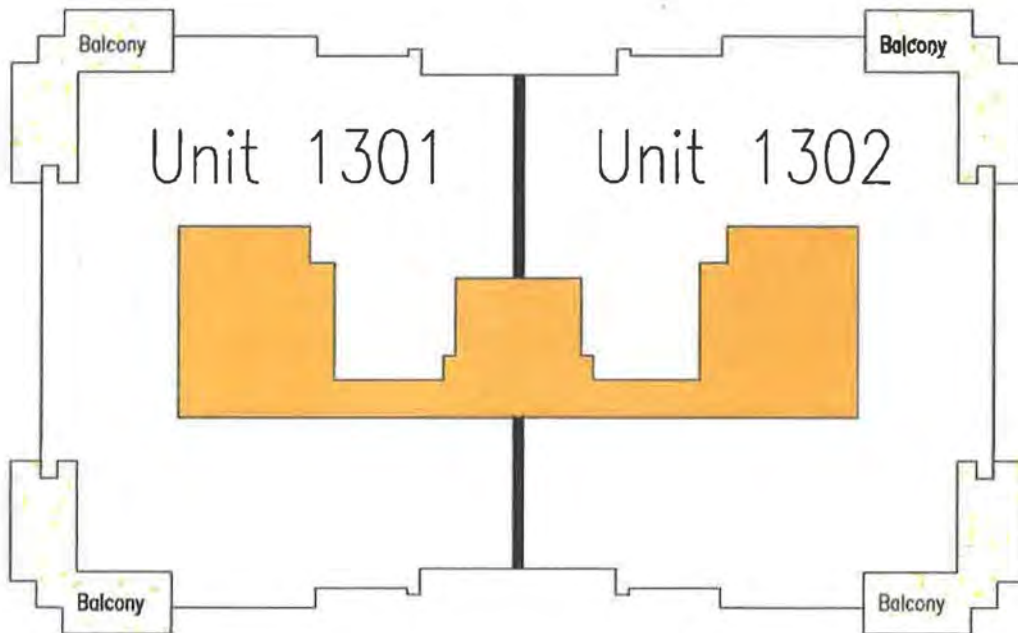


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Floor 13



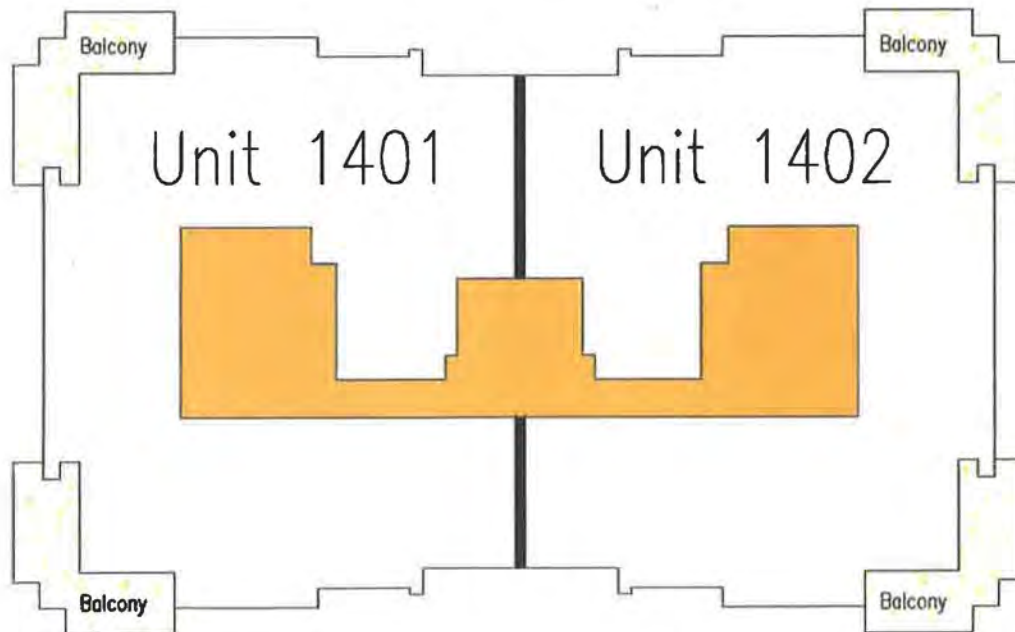


EXHIBIT C
FLOOR PLANS

Floor 15

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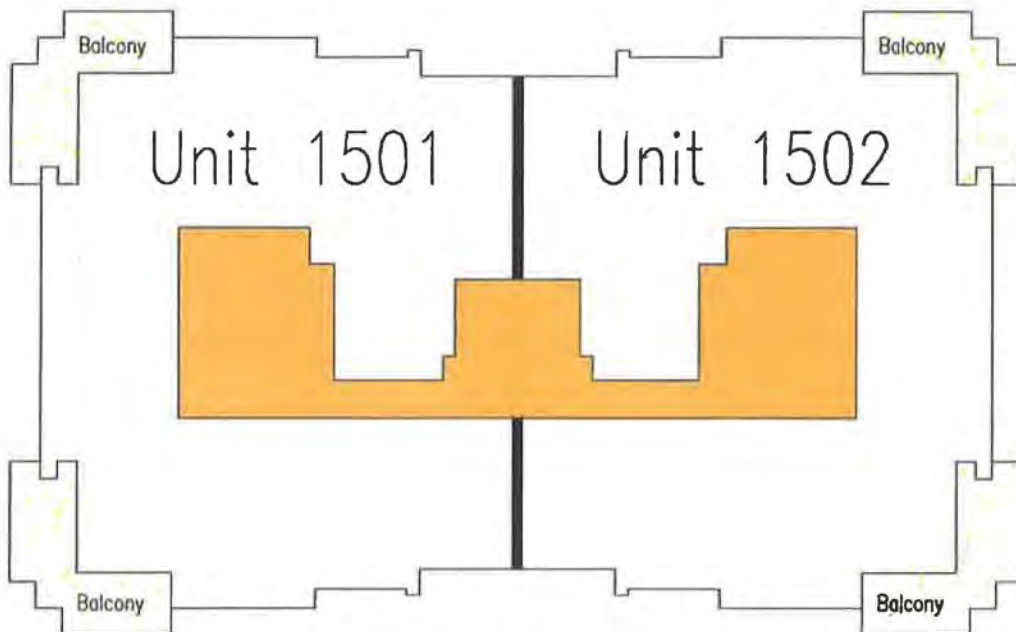
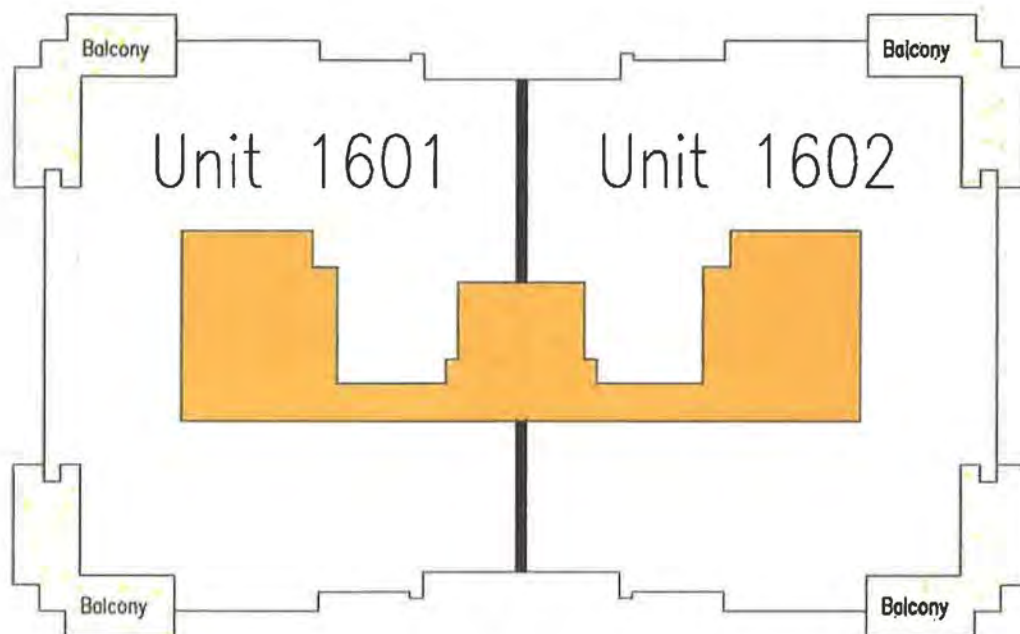


EXHIBIT C
FLOOR PLANS

Floor 16



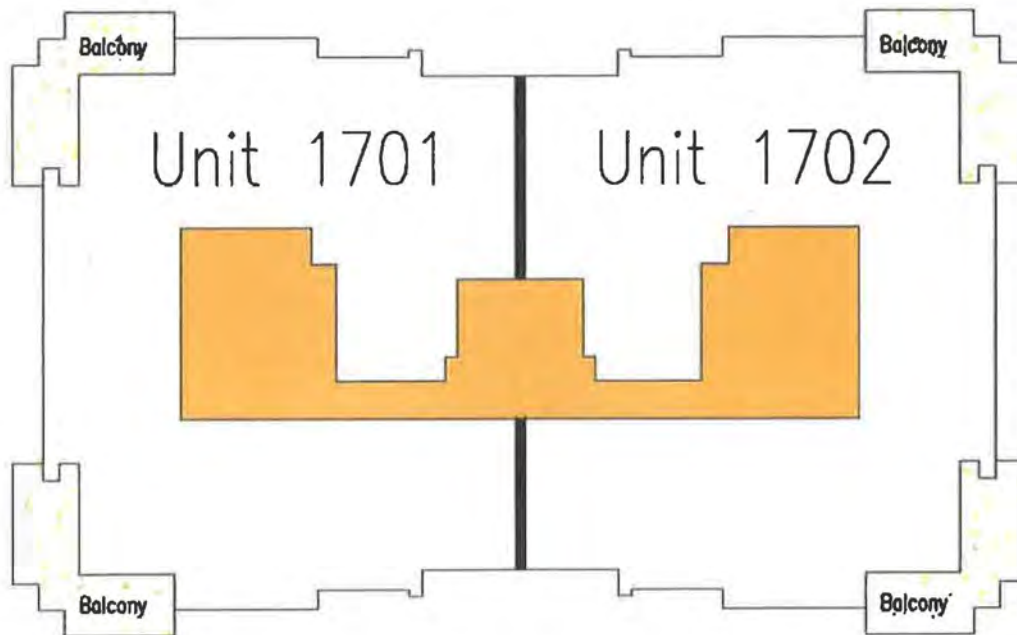
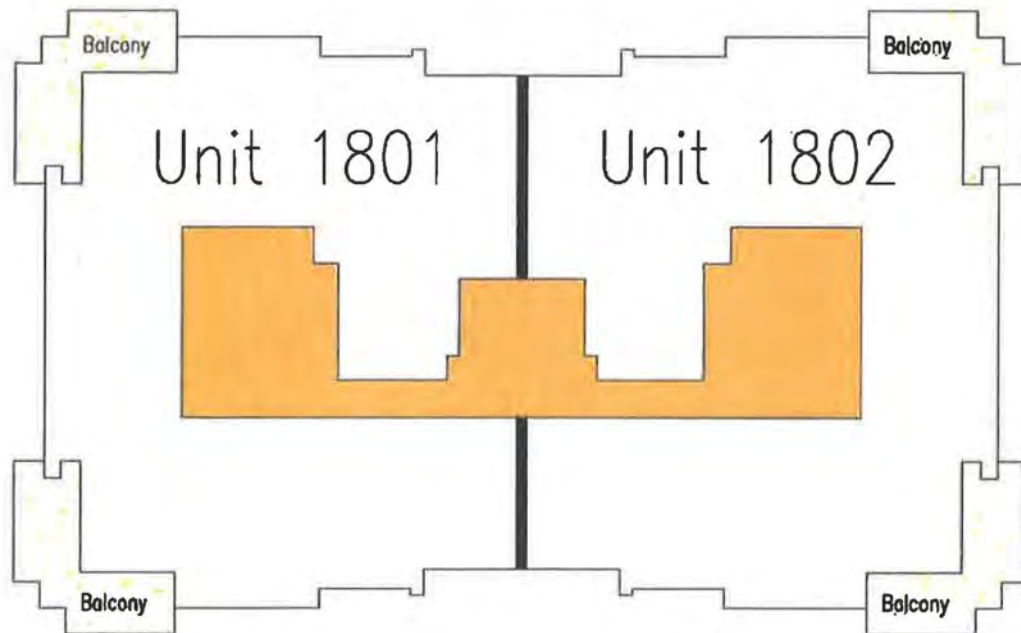


EXHIBIT C
FLOOR PLANS

Floor 18



Floor 19

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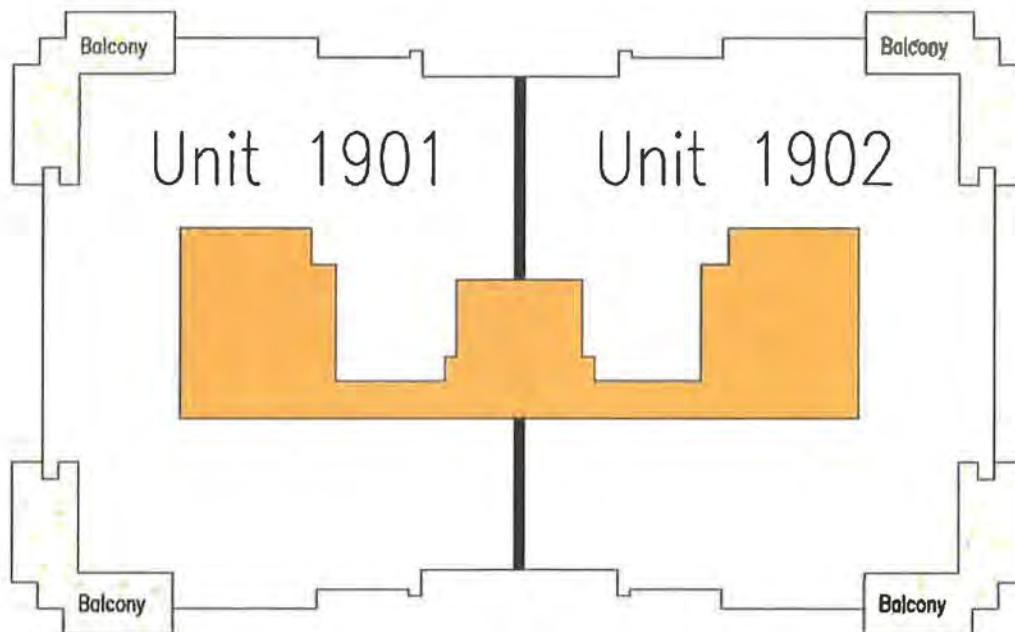
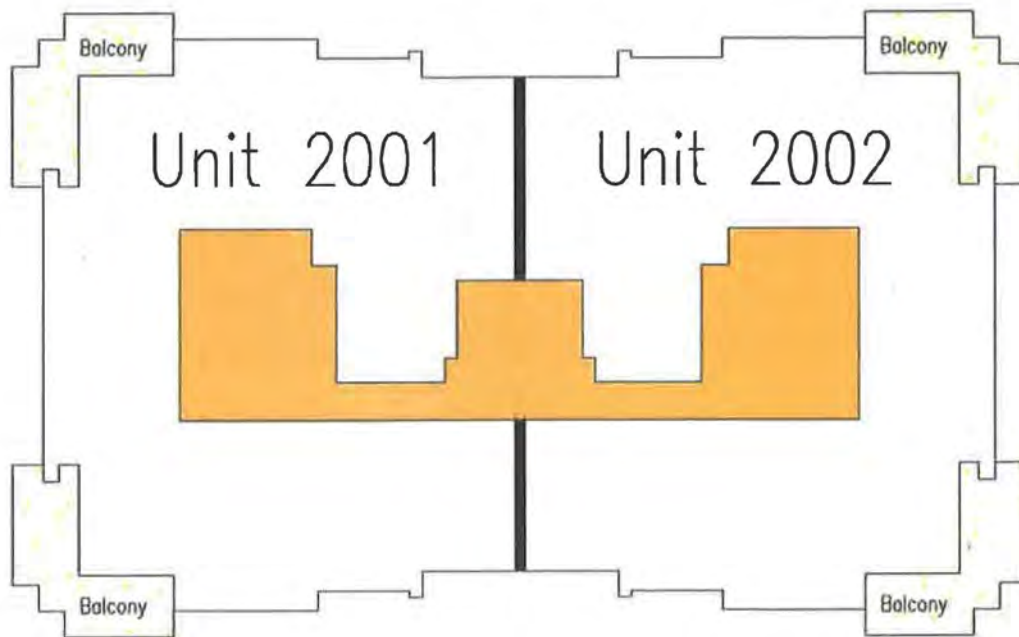
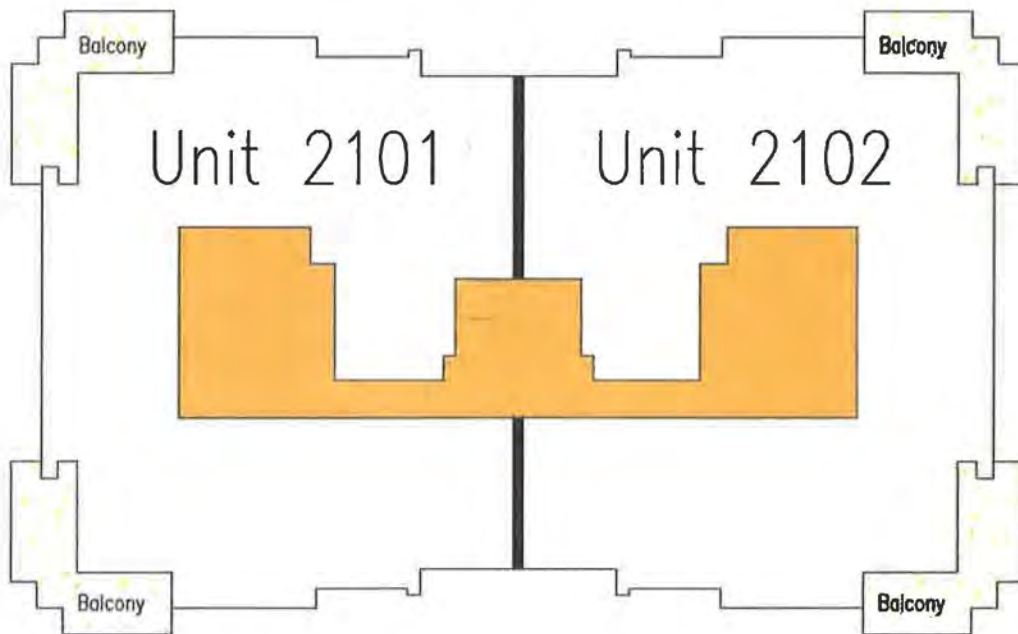


EXHIBIT C
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Floor 20





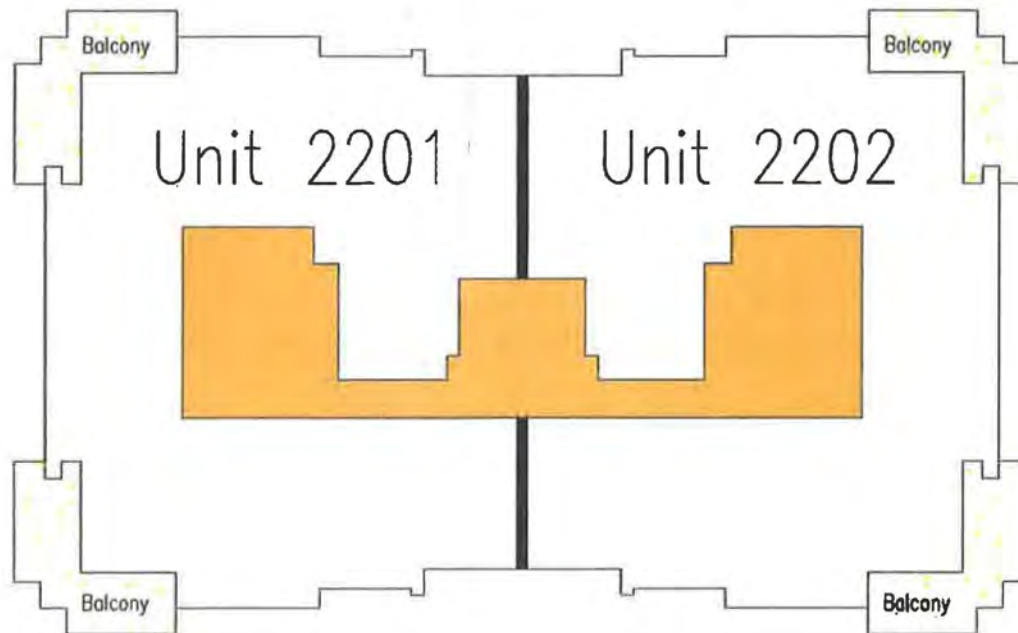


EXHIBIT C
FLOOR PLANS

Floor 23

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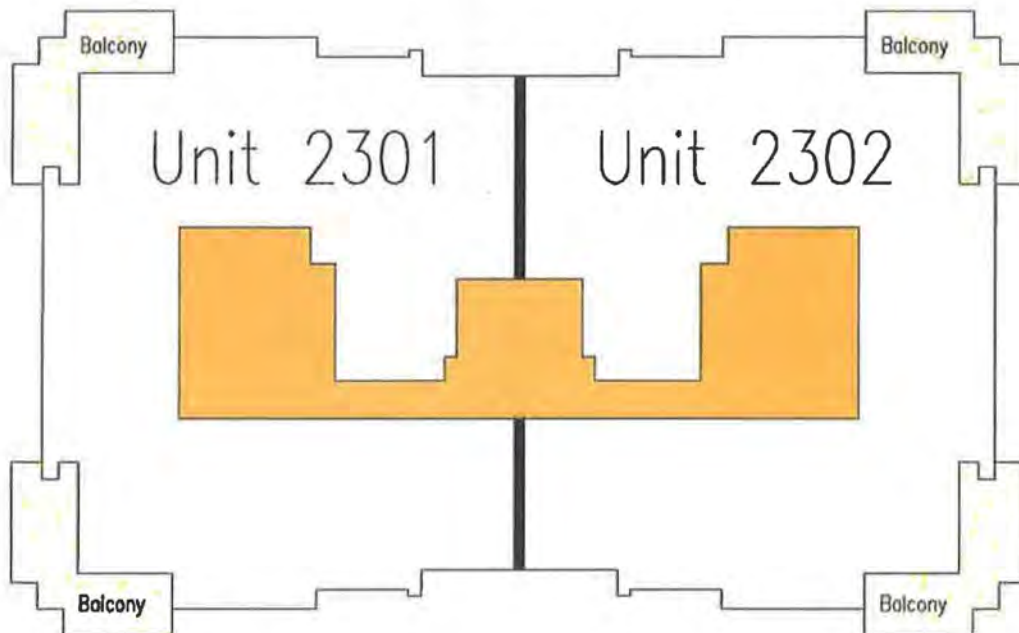
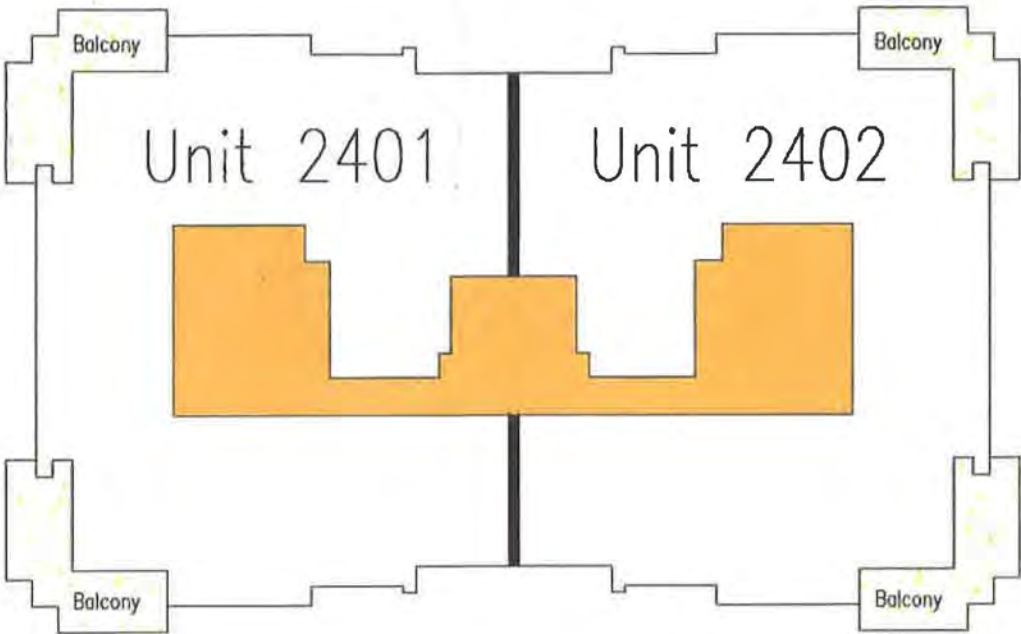
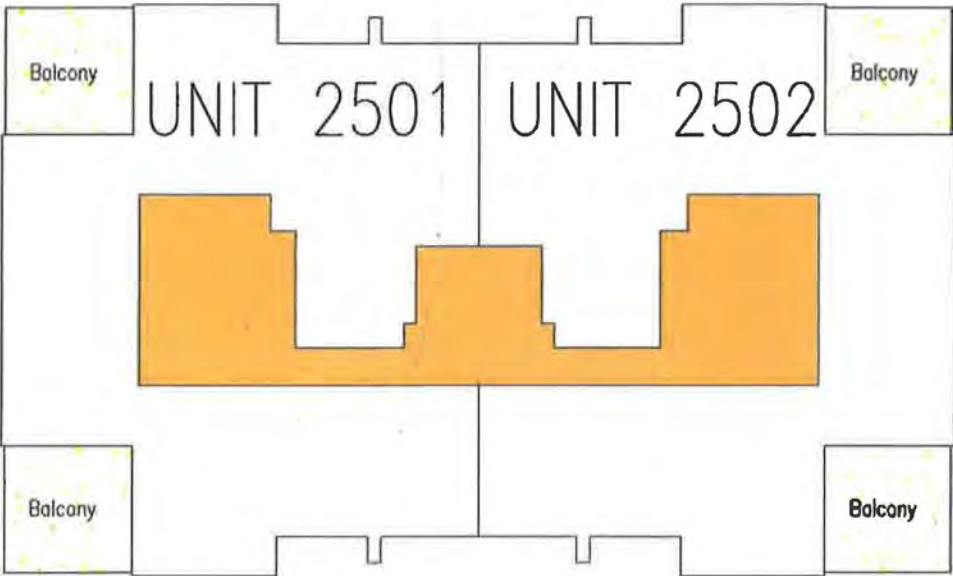


EXHIBIT C
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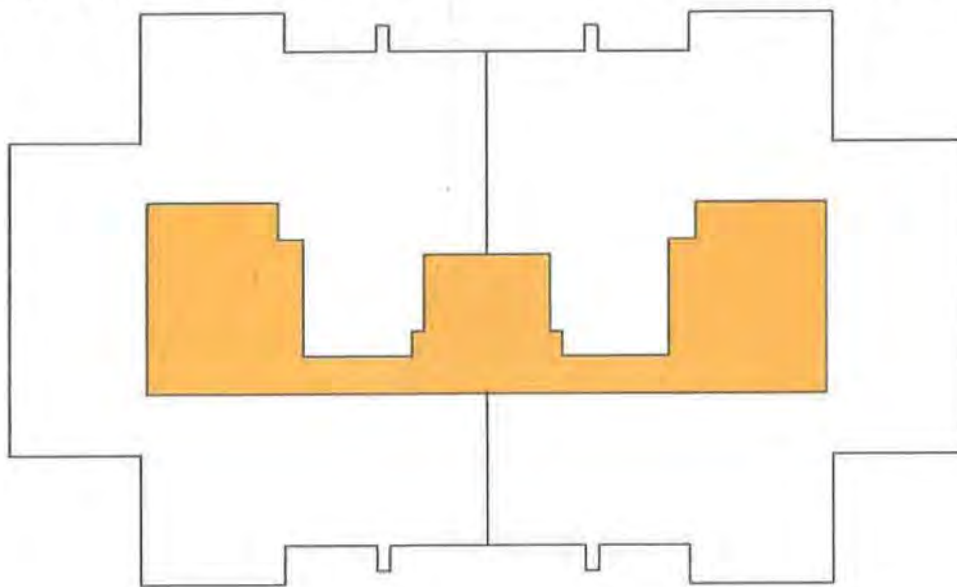
Floor 24





UNIT 2501 UPPER

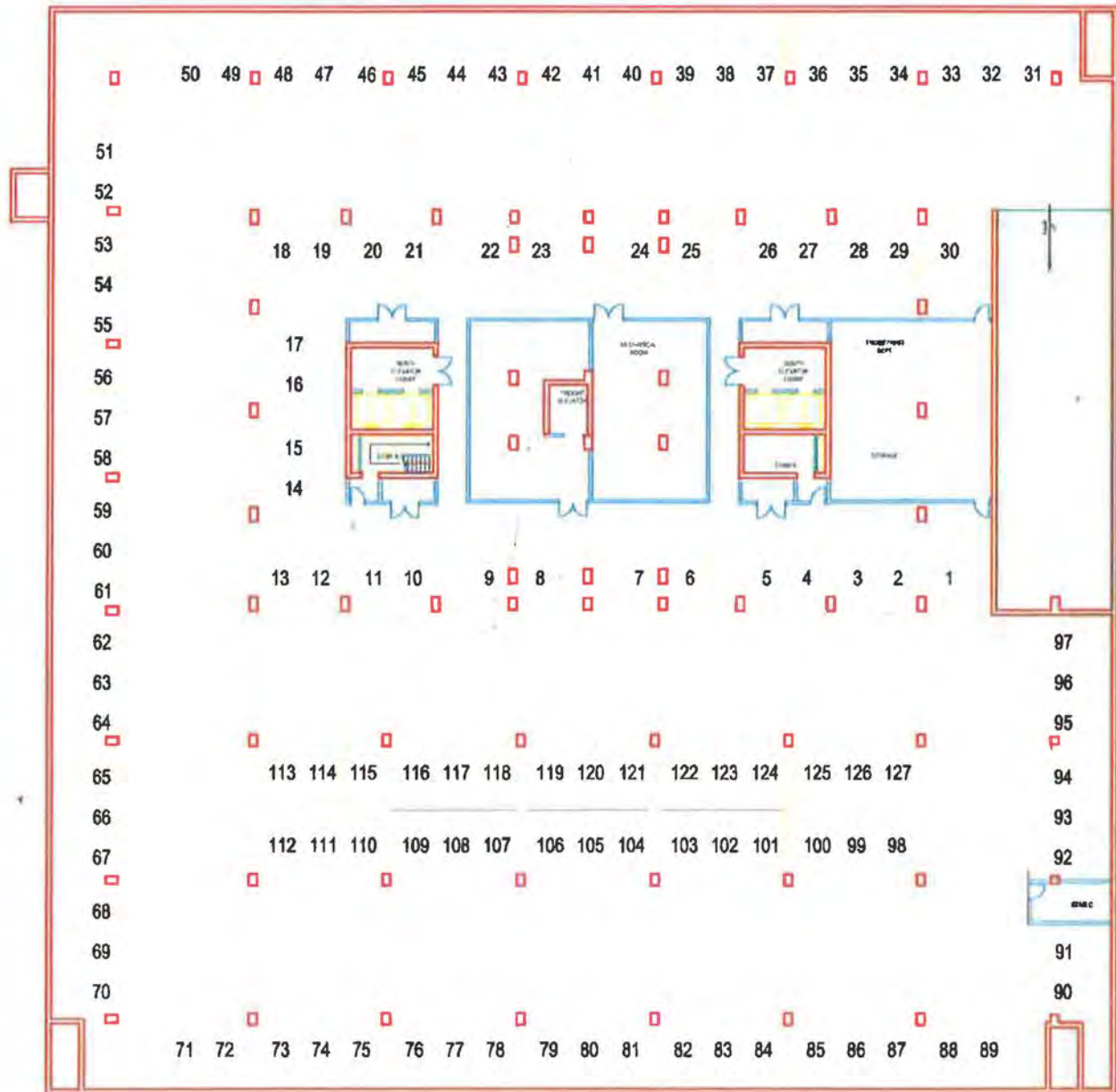
UNIT 2502 UPPER



26th FLOOR

EXHIBIT D-1

Garage Plan



FILM CODE 214029

BELFIORE DECLARATION OF CONDOMINIUM

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SCANNER Context IQ4400

EXHIBIT D-2

Parking Spaces Assigned to Residence Units

UNIT NO.	PARKING SPACES
301	67, 68
302	65, 66
401	109, 110
402	108, 107
501	102, 101
502	100, 99
601	106, 105
602	104, 103
701	63, 64
702	61, 62
801	59, 60
802	57, 58
901	55, 56
902	53, 54
1001	51, 52
1002	49, 50
1101	33, 34
1102	35, 36
1201	47, 48
1202	45, 46
1301	44, 43
1302	41, 42
1401	37, 38
1402	39, 40
1501	97, 96
1502	95, 94
1601	113, 114
1602	111, 112
1701	125, 126
1702	123, 124
1801	117, 118
1802	115, 116
1901	119, 120
1902	121, 122
2001	14, 15
2002	16, 17
2101	19, 20
2102	27, 28

UNIT No.	PARKING SPACES
2201	10, 11
2202	12, 13
2301	2, 3
2302	4, 5
2401	8, 9
2402	6, 7
2501	21, 22, 23
2502	24, 25, 26

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CONDOMINIUM RECORDS OF COUNTY CLERK
214030
FILM CODE _____

BELFIORE DECLARATION OF CONDOMINIUM

THIS IS PAGE 20 OF 21 PAGES

SCANNER Context IQ4400

EXHIBIT D-3

Parking Spaces Under the Exclusive Control of Association

Parking Spaces 1, 18, 29, 30, 31, 32, 69 - 93, 98, 127

EXHIBIT E

Storage Spaces Assigned to Residence Units

UNIT NO.	STORAGE SPACE
301	25
302	28
401	31
402	34
501	23
502	24
601	26
602	27
701	29
702	30
801	32
802	33
901	20
902	15
1001	14
1002	13
1101	12
1102	11
1201	42
1202	43
1301	40
1302	41
1401	38
1402	39
1501	2
1502	1
1601	4
1602	3
1701	6
1702	5
1801	9
1802	10
1901	7
1902	8
2001	21
2002	22
2101	46

UNIT NO.	STORAGE SPACE
2102	35
2201	36
2202	37
2301	44
2302	45
2401	18
2402	19
2501	16
2502	17

EXHIBIT F

Allocated Interests

UNIT NO.	OWNERSHIP INTEREST
301	0.0209470
302	0.0209470
401	0.0209470
402	0.0209470
501	0.0209470
502	0.0209470
601	0.0209470
602	0.0209470
701	0.0209470
702	0.0209470
801	0.0209470
802	0.0209470
901	0.0209470
902	0.0209470
1001	0.0209470
1002	0.0209470
1101	0.0209470
1102	0.0209470
1201	0.0209470
1202	0.0209470
1301	0.0209470
1302	0.0209470
1401	0.0209470
1402	0.0209470
1501	0.0209470
1502	0.0209470
1601	0.0209470
1602	0.0209470
1701	0.0209470
1702	0.0209470
1801	0.0209470
1802	0.0209470
1901	0.0209470
1902	0.0209470
2001	0.0209470
2002	0.0209470
2101	0.0209470
2102	0.0209470

UNIT NO.	OWNERSHIP INTEREST
2201	0.0209470
2202	0.0209470
2301	0.0209470
2302	0.0209470
2401	0.0209470
2402	0.0209470
2501	0.0391668
2502	0.0391668

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BELFIORE DECLARATION OF CONDOMINIUM

THIS IS PAGE 21 OF 21 PAGES

SCANNER Context IQ4400

EXHIBIT G

Easements, Licenses and Other Matters

1. Plat filed under Film Code No. 430030 of the Map Records of Harris County, Texas.
2. Building set back line twenty-five (25) feet in width along the northerly property line as reflected on the recorded plat filed under Film Code No. 430030 of the Map Records of Harris County, Texas, as shown on that certain ALTA/ACSM Land Title Survey last revised February 10, 2014, prepared by Paul A. Jurica, Jr., RPLS No. 4264, of Brown & Gay Engineers, Inc., under Job No. 1749-00.
3. Building set back line ten (10) feet in width along the west property line as reflected on the recorded plat filed under Film Code No. 430030 of the Map Records of Harris County, Texas, as shown on that certain ALTA/ACSM Land Title Survey last revised February 10, 2014, prepared by Paul A. Jurica, Jr., RPLS No. 4264, of Brown & Gay Engineers, Inc., under Job No. 1749-00.
4. Easement for electric distribution facilities ten (10) feet in width along the south property line, together with an unobstructed aerial easement eleven (11) feet six (6) inches wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located northerly of and adjoining said ten (10) foot wide easement, and as granted to Reliant Energy HL&P as set forth in instrument filed for record under Harris County Clerk's File No. T845984 and as reflected on the recorded plat filed under Film Code No. 430030 of the Map Records of Harris County, Texas, as shown on that certain ALTA/ACSM Land Title Survey last revised February 10, 2014, prepared by Paul A. Jurica, Jr., RPLS No. 4264, of Brown & Gay Engineers, Inc., under Job No. 1749-00.
5. Easement ten (10) feet in width along the south property line according to the map or plat recorded in Volume 15, Page 70 of the Map Records of Harris County, Texas, as shown on that certain ALTA/ACSM Land Title Survey last revised February 10, 2014, prepared by Paul A. Jurica, Jr., RPLS No. 4264, of Brown & Gay Engineers, Inc., under Job No. 1749-00.
6. Easement for telecommunications facilities ten (10) feet in width along the south property line and a triangular shaped tract of land for guy wire easement granted to Southwestern Bell Telephone Company as set forth in instrument filed for record under Harris County Clerk's File No. T892677, as shown on that certain ALTA/ACSM Land Title Survey last revised February 10, 2014, prepared by Paul A. Jurica, Jr., RPLS No. 4264, of Brown & Gay Engineers, Inc., under Job No. 1749-00.
7. Fences do not follow the east and south boundary lines of subject property as shown on that certain ALTA/ACSM Land Title Survey last revised February 10, 2014, prepared by Paul A. Jurica, Jr., RPLS No. 4264, of Brown & Gay Engineers, Inc., under Job No. 1749-00.

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

ANY PROVISION HEREIN WHICH RESTRICT 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



FEB 20 2014
Stan Stewart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM

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

FIRST AMENDMENT TO BELFIORE DECLARATION OF CONDOMINIUM

This First Amendment to Declaration of Condominium ("First Amendment") is made and entered into to be effective as of May 13, 2015, by **BELFIORE DEVELOPERS LLC**, a Texas limited liability company (the "Declarant").

A. The Declarant executed that certain Declaration of Condominium dated February 14, 2014 (the "Declaration"), for the Belfiore Condominium located in Houston, Harris County, Texas, which Declaration was filed for record on February 20, 2014, in the Official Public Records of Harris County, Texas under Clerk's File No. 20140069188, and recorded under Film Code No. 214011 of the Condominium Records of Harris County, Texas, and is incorporated herein for all purposes.

B. The Declarant desires to amend and update certain pages to the exhibits concerning the Floor Plans and Allocated Interests attached to the Declaration.

C. The Declarant desires to relocate the boundaries between certain units shown on Exhibit C attached hereto (the "Units") by modifying and/or combining certain Units in accordance with the terms and conditions of Section 11.4 of the Declaration which allows such relocation upon the written approval of the Declarant.

D. The Declarant has approved the relocation of the boundaries between the Units as set forth in certain plans and specifications provided to the Declarant and, in accordance with Section 11.4 of the Declaration and Sections 82.062 and 82.067(b) of the Uniform Condominium Act, has prepared this First Amendment to evidence the reconfiguration of the Units and the reallocation of the Allocated Interests pertaining to such Units.

E. Pursuant to Section 11.4 of the Declaration and Sections 82.062 and 82.067(b) of the Uniform Condominium Act, this First Amendment to the Declaration is valid and binding upon (i) its execution by the Declarant, and (ii) its recordation in the Office of the County Clerk of Harris County, Texas.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Declaration.
2. Floor Plans. Pages C-3 through and including Page C-26 of Exhibit C to the Declaration, depicting Units 301 through 2502 on Floors 3 through 26, are hereby deleted in their entirety and replaced by the new Pages C-3 through Page C-26 attached to this First Amendment.
3. Allocated Interests. Pages F-1 and F-2 of Exhibit F to the Declaration are hereby deleted in their entirety and replaced by the new Page F-1 attached to this First Amendment.

5/14/2015 hccpirp1 70.00

4. Combined Units. The Declarant hereby relocates the boundaries between and combines certain Units in accordance with the terms and conditions of Section 11.4 of the Declaration and as shown on Exhibit C attached hereto and as listed in Exhibit F attached hereto.

5. Effect of Declaration. Except as amended hereby, the terms and conditions of the Declaration are and shall remain in full force and effect as therein written.

6. Construction. In the event of any inconsistency or conflict between this First Amendment and the Declaration, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be executed and effective as of the first date above written.

DECLARANT:

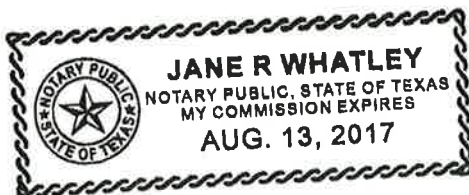
BELFIORE DEVELOPERS LLC

By: _____

Giorgio Borlenghi, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 13 day of May, 2015, by Giorgio Borlenghi, President of Belfiore Developers LLC, a Texas limited liability company, on its behalf.



Jane R. Whatley
Notary Public in and for
The State of TEXAS

FILED
5/14/2015 11:26 AM

Stan Stancet
COUNTY CLERK

EXHIBIT C
Floor Plans

Floor 3

Unit No.	Allocated Interest	Area in Sq. Ft.
301	0.0305482	6,777
302	0.0113457	2,517

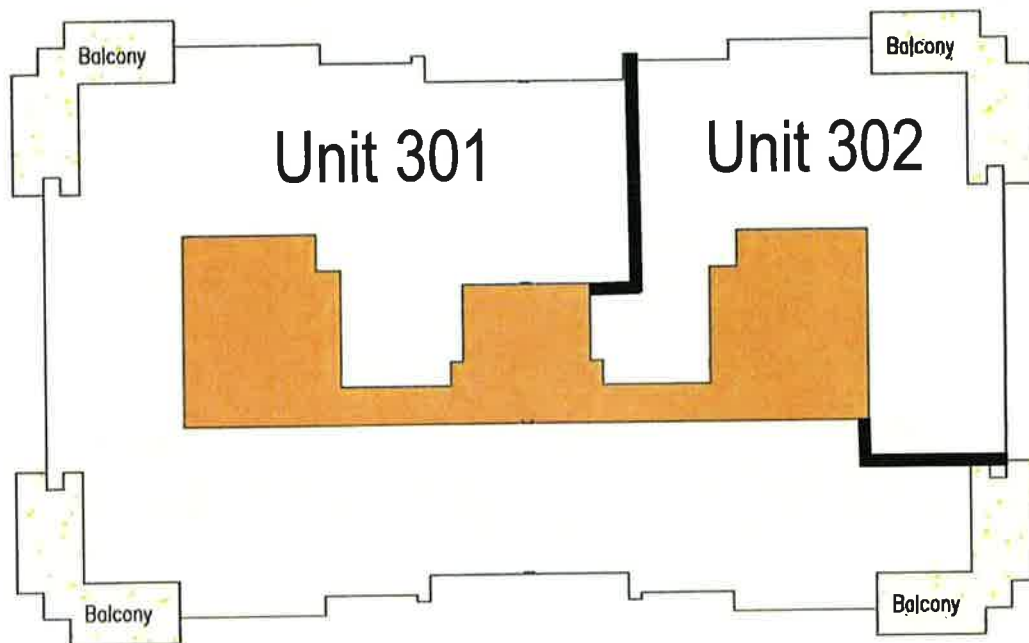
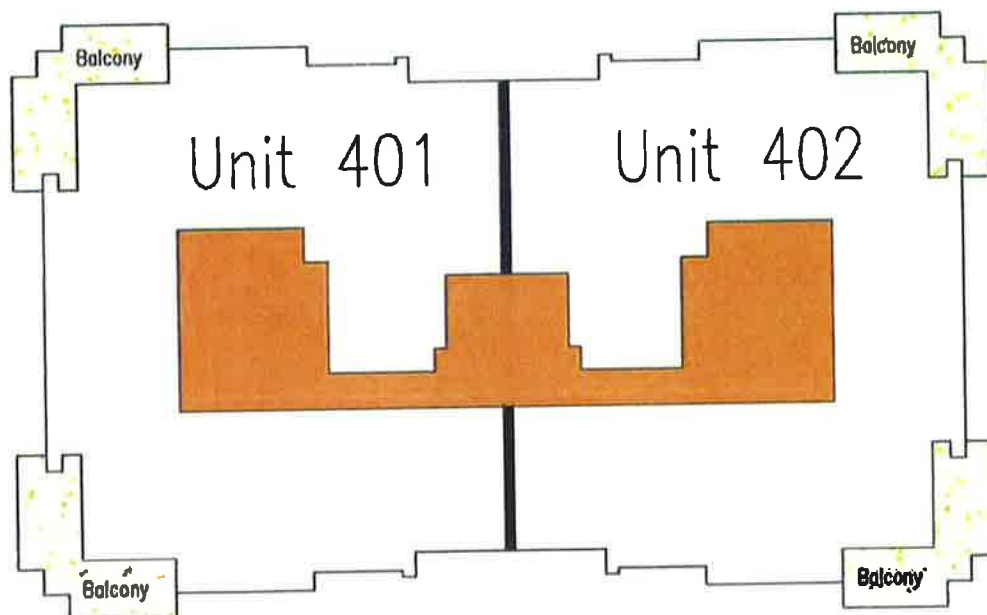


EXHIBIT C
Floor Plans

Floor 4

Unit No.	Allocated Interest	Area in Sq. Ft.
401	0.0209470	4,647
402	0.0209470	4,647



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BELFIORE DECLARATION OF CONDOMINIUM
FIRST AMENDMENT

THIS IS PAGE 1 OF 7 PAGES

SCANNER Context IQ4400

EXHIBIT C

Floor Plans

Floor 5

Unit No.	Allocated Interest	Area in Sq. Ft.
501	0.0209470	4,647
502	0.0209470	4,647

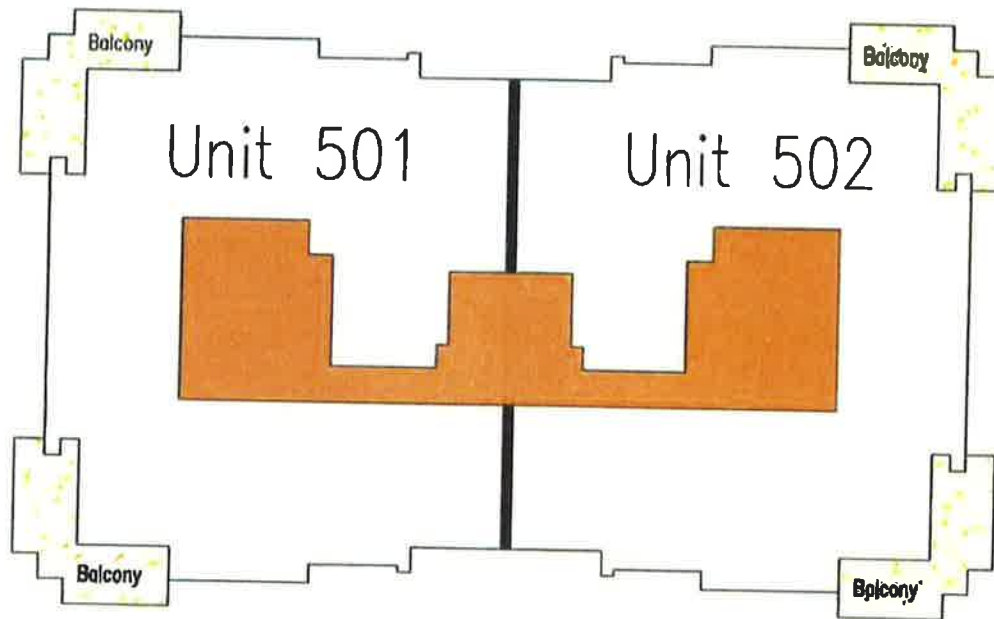


EXHIBIT C

Floor Plans

Floor 6

Unit No.	Allocated Interest	Area in Sq. Ft.
601	0.0248731	5,518
602	0.0170208	3,776

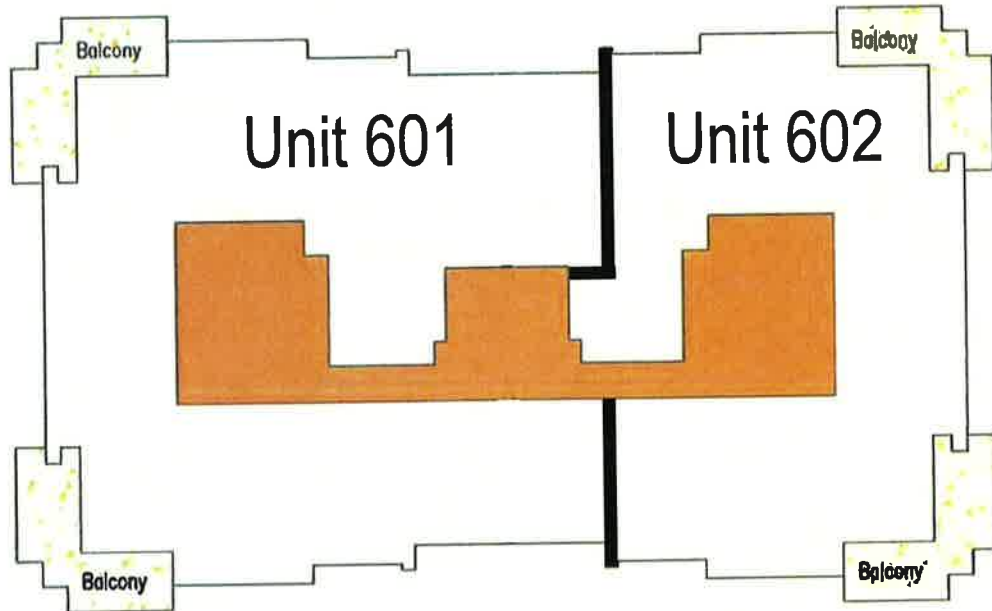


EXHIBIT C
Floor Plans
Floor 7

Unit No.	Allocated Interest	Area in Sq. Ft.
701	0.0209470	4,647
702	0.0209470	4,647

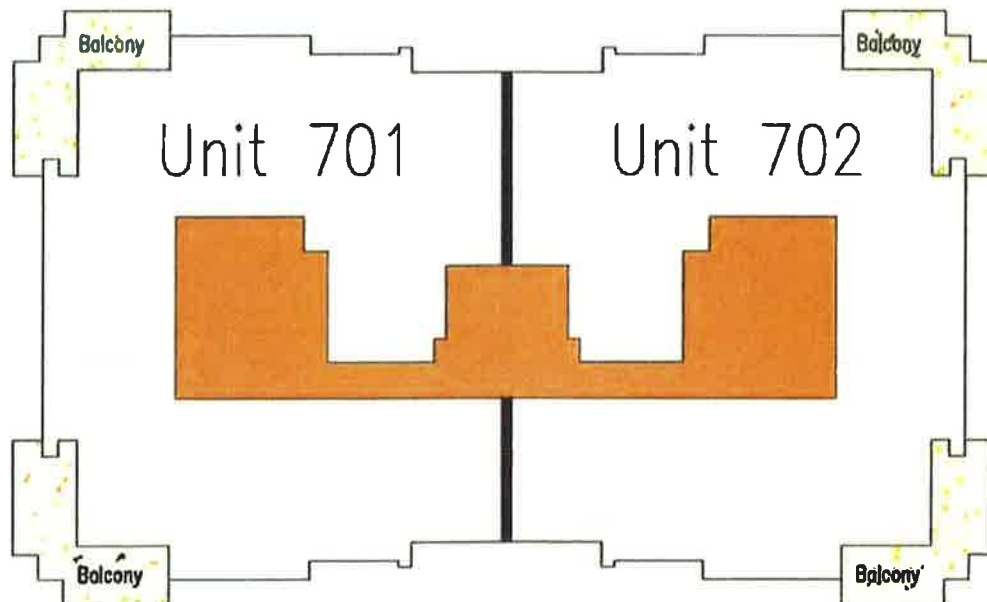
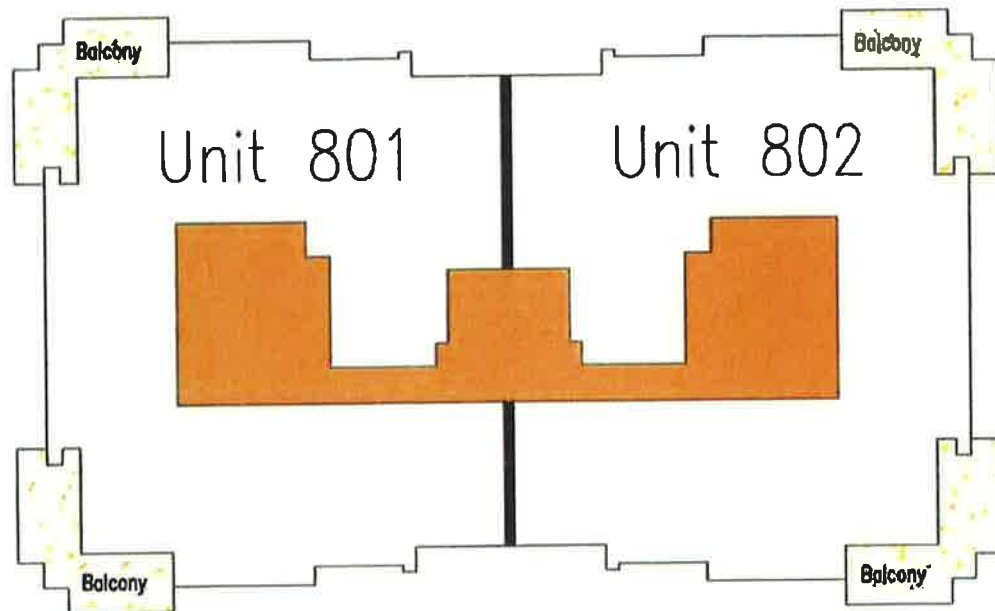


EXHIBIT C
Floor Plans
Floor 8

Unit No.	Allocated Interest	Area in Sq. Ft.
801	0.0209470	4,647
802	0.0209470	4,647



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BELFIORE DECLARATION OF CONDOMINIUM
FIRST AMENDMENT

THIS IS PAGE 2 OF 7 PAGES

SCANNER Context IQ4400

EXHIBIT C
Floor Plans
Floor 9

Unit No.	Allocated Interest	Area in Sq. Ft.
901/902	0.0418939	9,294

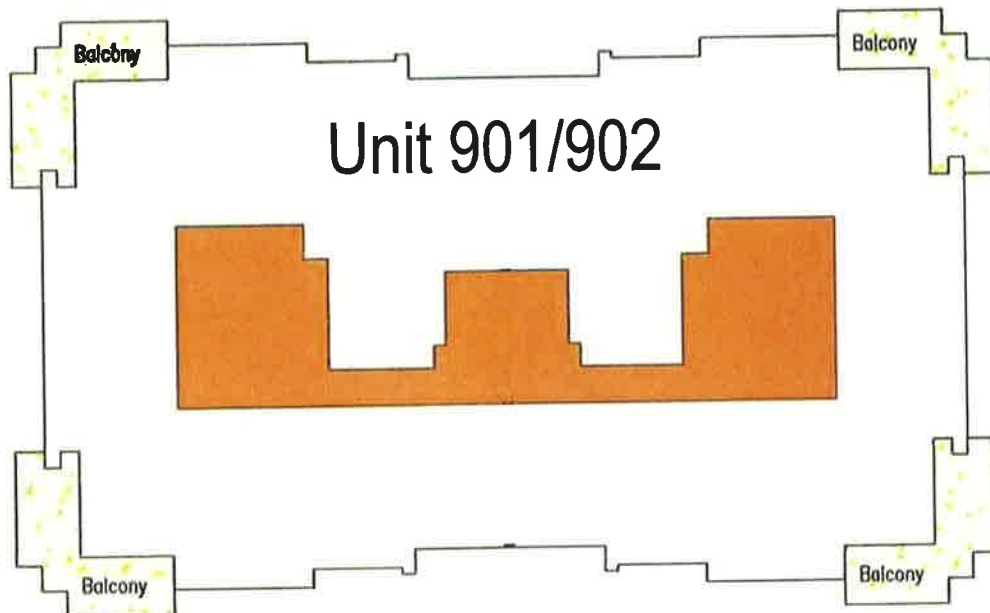


EXHIBIT C
Floor Plans
Floor 10

Unit No.	Allocated Interest	Area in Sq. Ft.
1001	0.0209470	4,647
1002	0.0209470	4,647

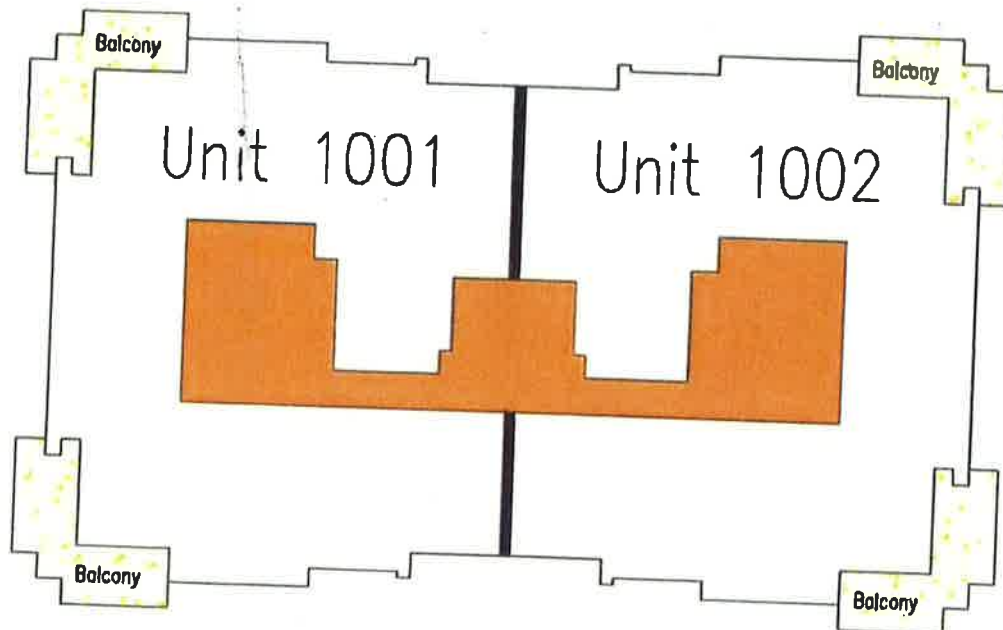


EXHIBIT C
Floor Plans
Floor 11

Unit No.	Allocated Interest	Area in Sq. Ft.
1101	0.0209470	4,647
1102	0.0209470	4,647

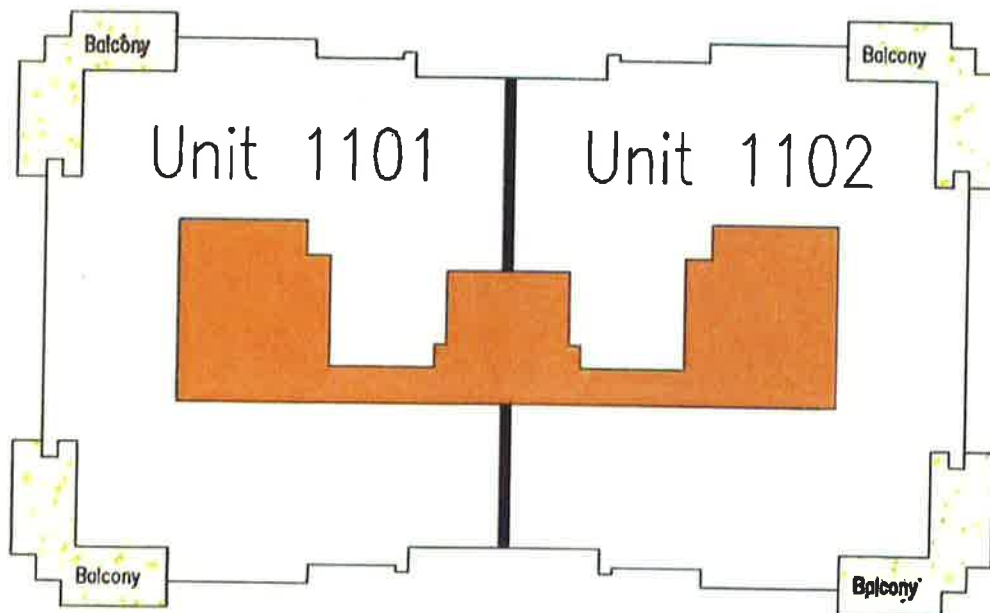
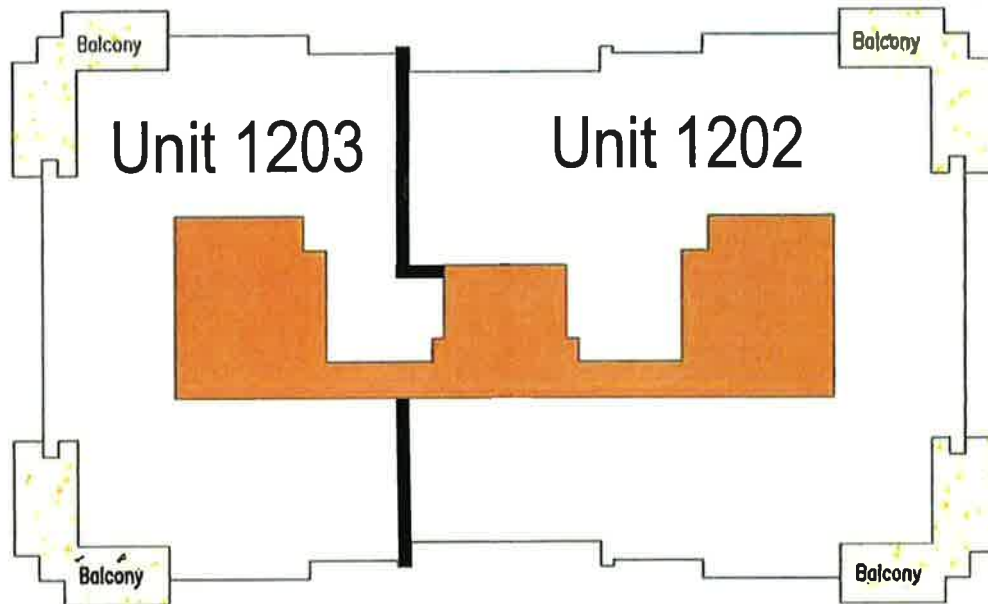


EXHIBIT C
Floor Plans
Floor 12

Unit No.	Allocated Interest	Area in Sq. Ft.
1203	0.0170208	3,776
1202	0.0248731	5,518



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BELFIORE DECLARATION OF CONDOMINIUM
FIRST AMENDMENT

THIS IS PAGE 3 OF 7 PAGES

SCANNER Context IQ4400

EXHIBIT C
Floor Plans
Floor 13

Unit No.	Allocated Interest	Area in Sq. Ft.
1301	0.0209470	4,647
1302	0.0209470	4,647

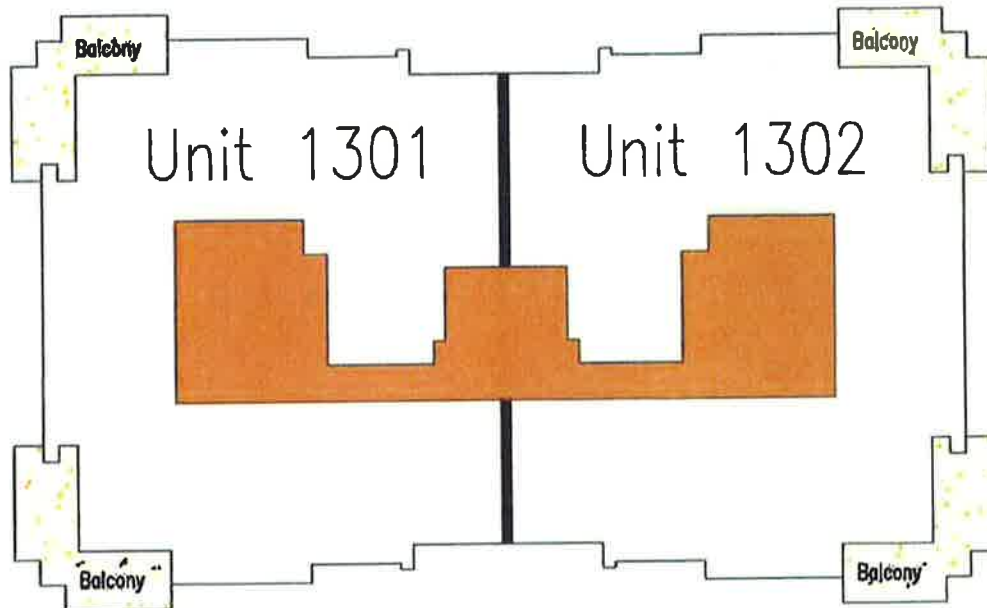


EXHIBIT C
Floor Plans
Floor 14

Unit No.	Allocated Interest	Area in Sq. Ft.
1401	0.0248731	5,518
1402	0.0170208	3,776

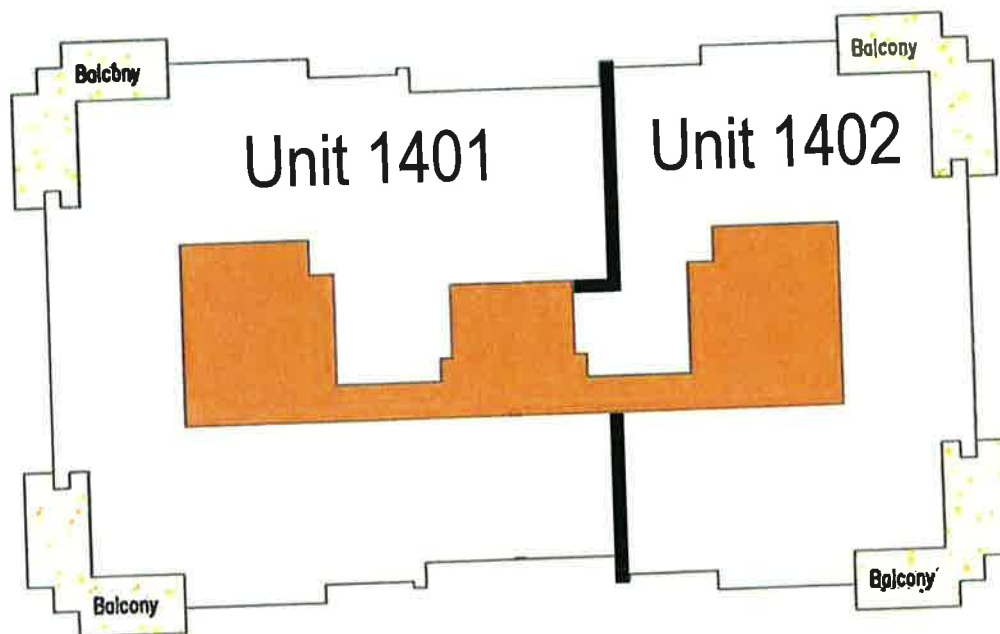


EXHIBIT C
Floor Plans
Floor 15

Unit No.	Allocated Interest	Area in Sq. Ft.
1501	0.0170208	3,776
1502	0.0248731	5,518

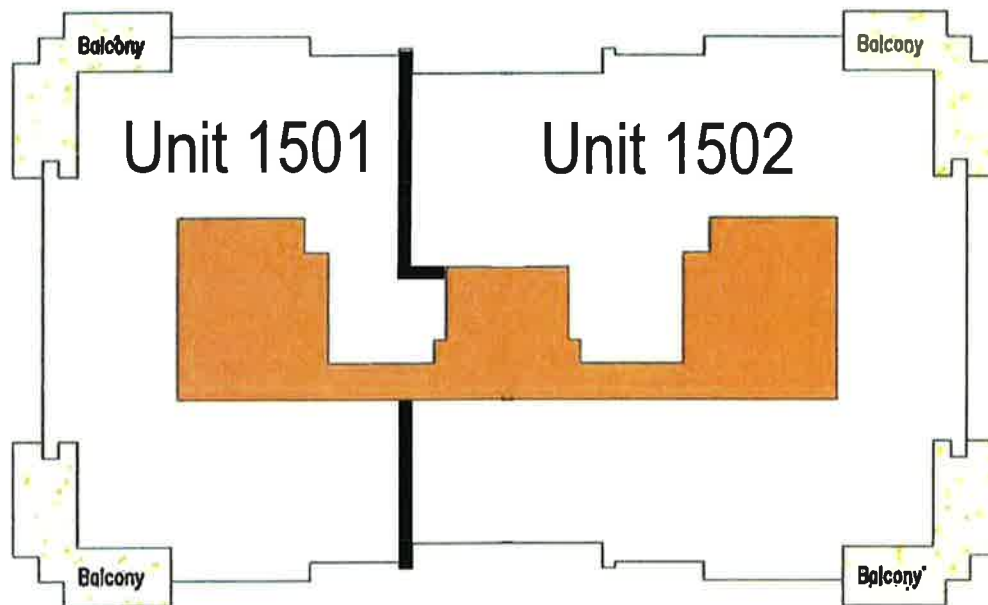
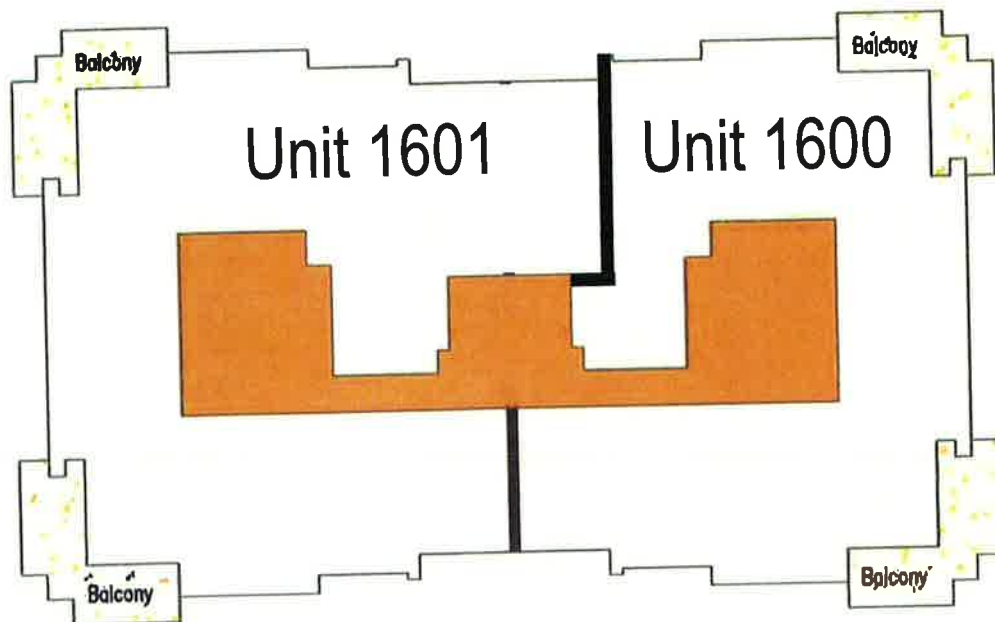


EXHIBIT C
Floor Plans
Floor 16

Unit No.	Allocated Interest	Area in Sq. Ft.
1601	0.0231782	5,142
1600	0.0187157	4,152



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BELFIORE DECLARATION OF CONDOMINIUM
FIRST AMENDMENT

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SCANNER Context IQ4400

EXHIBIT C
Floor Plans
Floor 17

Unit No.	Allocated Interest	Area in Sq. Ft.
1701	0.0209470	4,647
1702	0.0209470	4,647

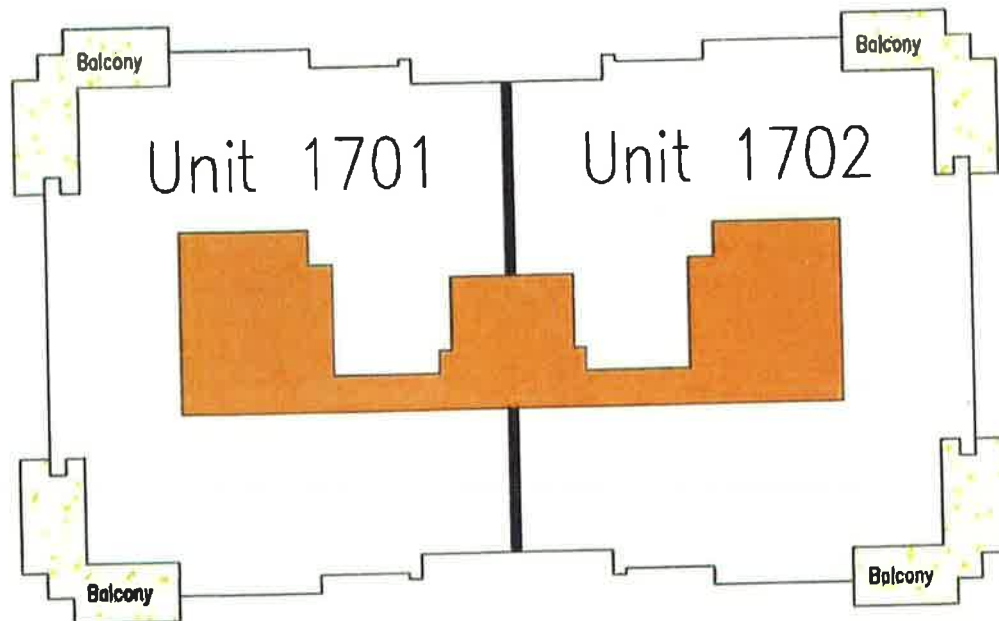


EXHIBIT C
Floor Plans
Floor 18

Unit No.	Allocated Interest	Area in Sq. Ft.
1801	0.0248731	5,518
1802	0.0170208	3,776

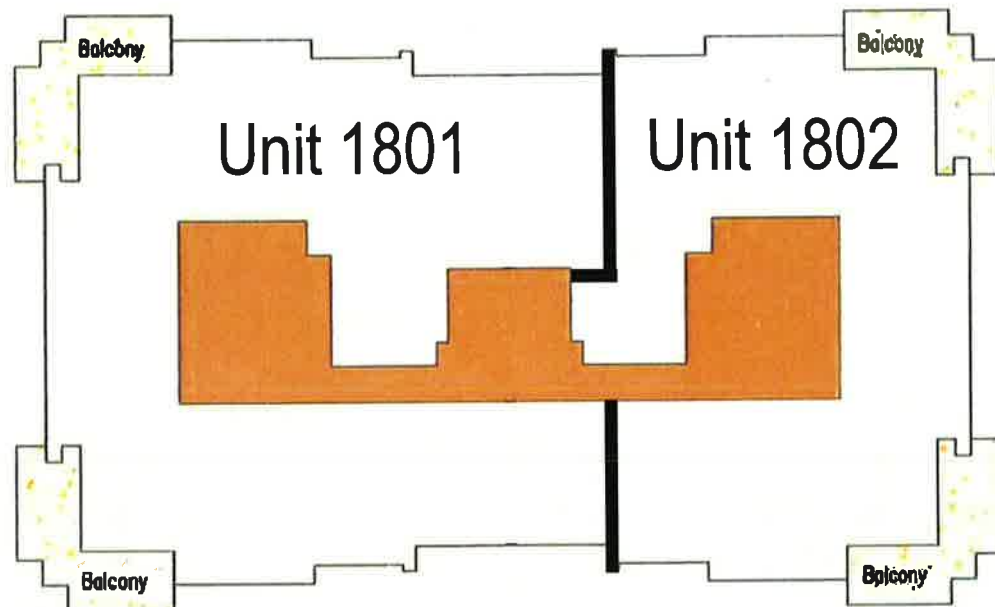


EXHIBIT C
Floor Plans
Floor 19

Unit No.	Allocated Interest	Area in Sq. Ft.
1901	0.0209470	4,647
1902	0.0209470	4,647

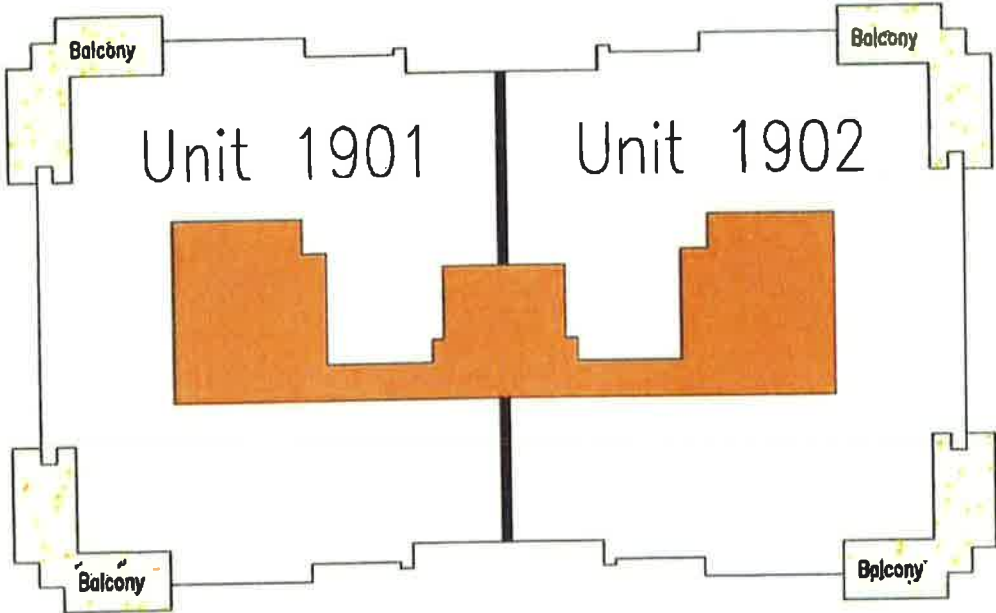
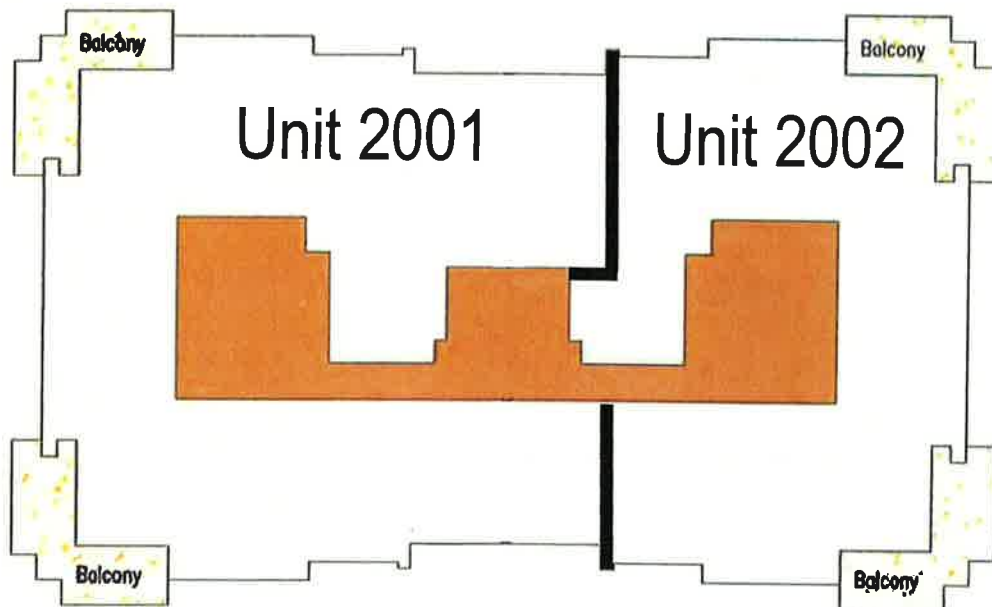


EXHIBIT C
Floor Plans
Floor 20

Unit No.	Allocated Interest	Area in Sq. Ft.
2001	0.0248731	5,518
2002	0.0170208	3,776



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BELFIORE DECLARATION OF CONDOMINIUM
FIRST AMENDMENT

Page C-20

THIS IS PAGE 5 OF 7 PAGES

SCANNER Context IQ4400

EXHIBIT C
Floor Plans
Floor 21

Unit No.	Allocated Interest	Area in Sq. Ft.
2101	0.0248731	5,518
2102	0.0170208	3,776

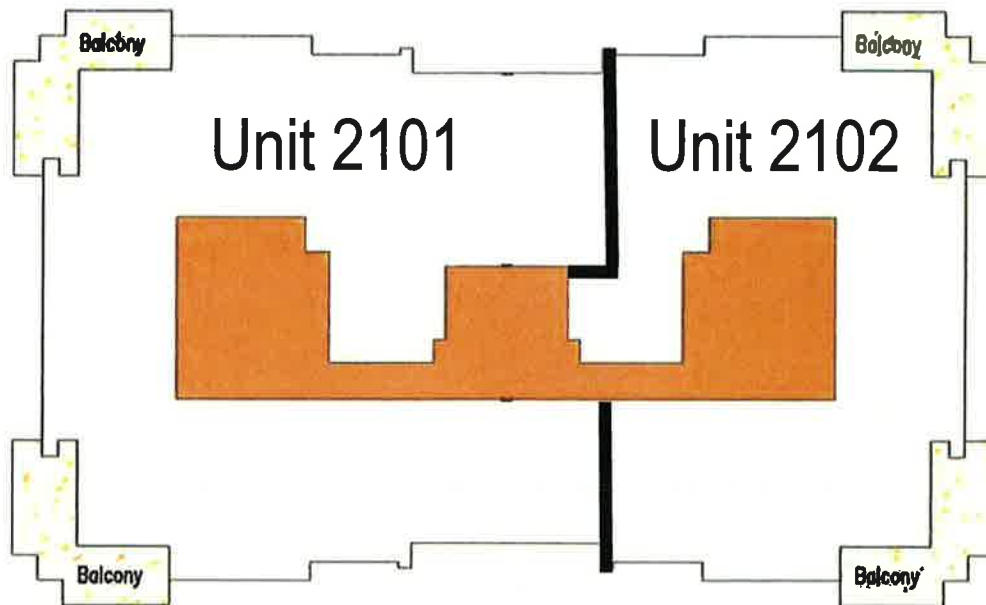


EXHIBIT C
Floor Plans
Floor 22

Unit No.	Allocated Interest	Area in Sq. Ft.
2201	0.0209470	4,647
2202	0.0209470	4,647

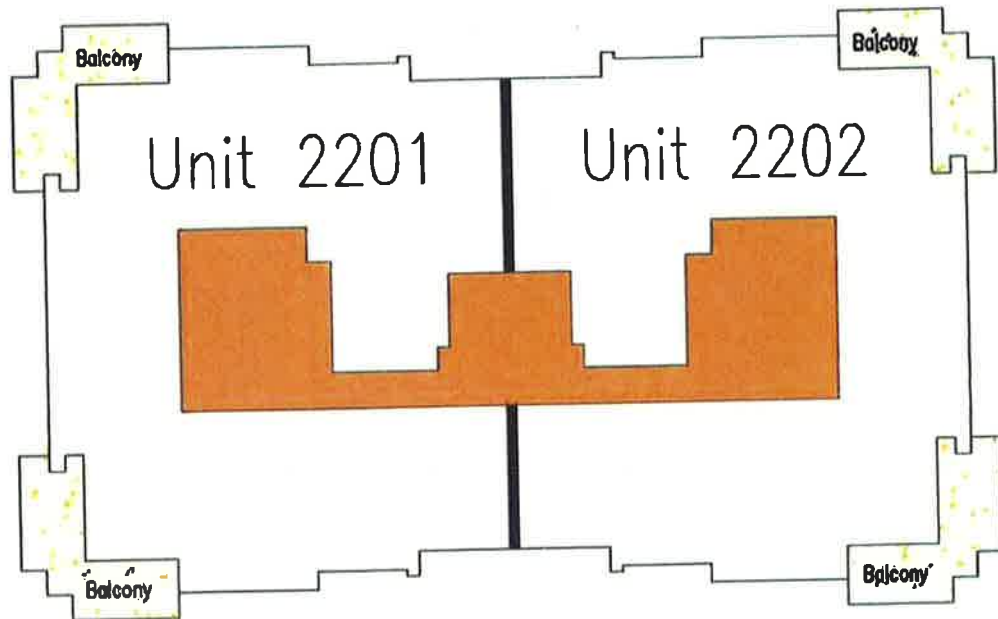


EXHIBIT C
Floor Plans
Floor 23

Unit No.	Allocated Interest	Area in Sq. Ft.
2301/2302	0.0418939	9,294

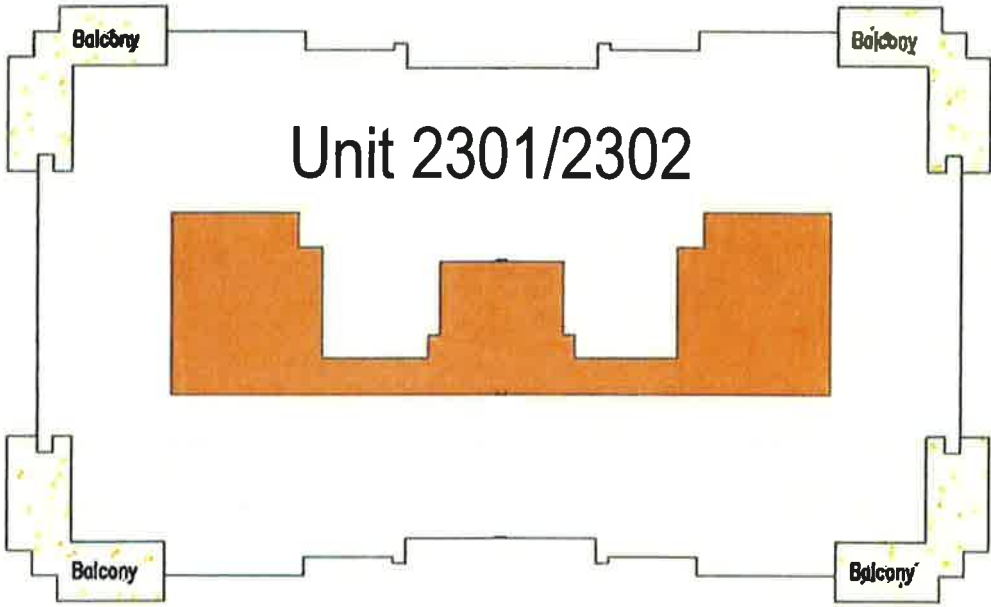
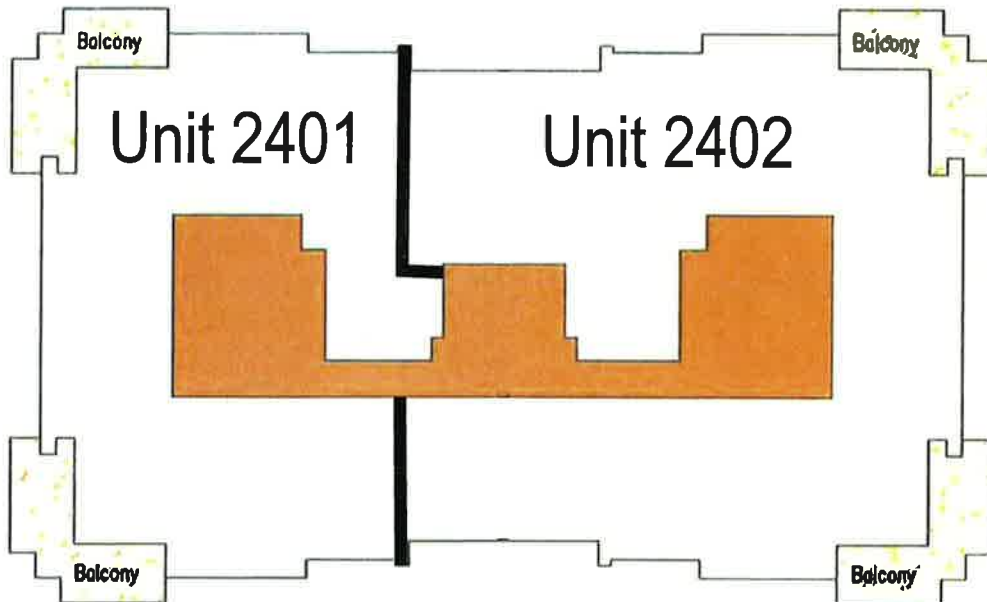


EXHIBIT C
Floor Plans
Floor 24

Unit No.	Allocated Interest	Area in Sq. Ft.
2401	0.0170208	3,776
2402	0.0248731	5,518



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BELFIORE DECLARATION OF CONDOMINIUM
FIRST AMENDMENT

THIS IS PAGE 6 OF 7 PAGES

SCANNER Context IQ4400

EXHIBIT C
Floor Plans
Floor 25

Unit No.	Allocated Interest	Area in Sq. Ft.
2501	0.0391668	8,689
2502	0.0391668	8,689

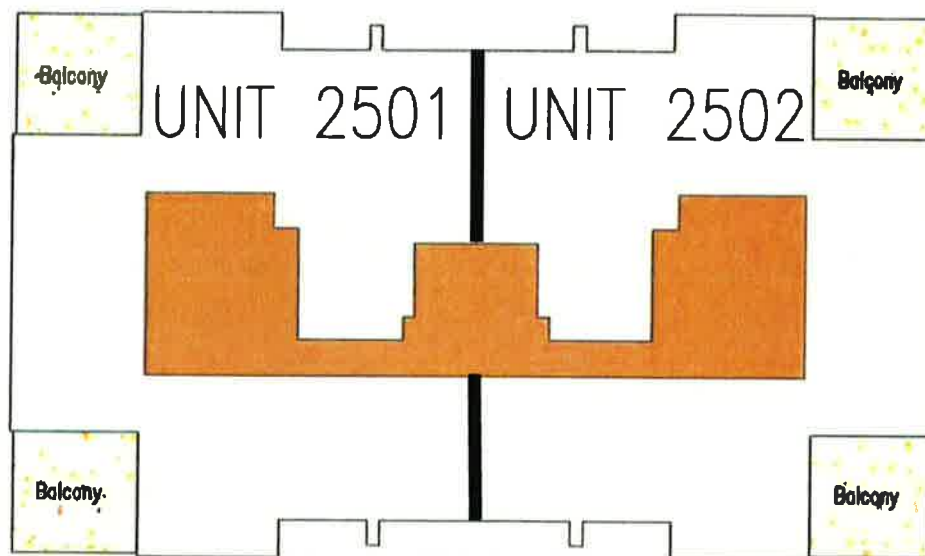


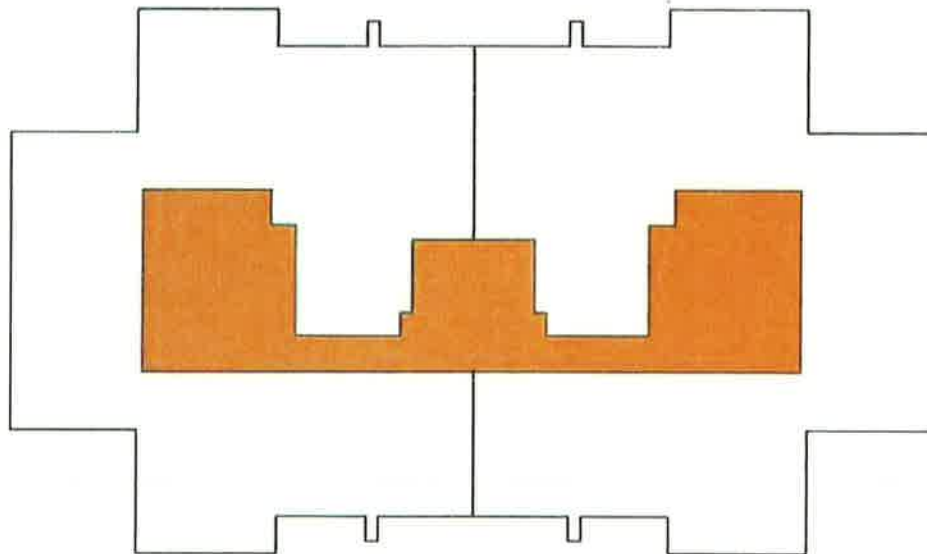
EXHIBIT C

Floor Plans

Floor 26

UNIT 2501 UPPER

UNIT 2502 UPPER



26th FLOOR

EXHIBIT F

Allocated Interests

UNIT No.	OWNERSHIP INTEREST
301	0.0305482
302	0.0113457
401	0.0209470
402	0.0209470
501	0.0209470
502	0.0209470
601	0.0248731
602	0.0170208
701	0.0209470
702	0.0209470
801	0.0209470
802	0.0209470
901/902	0.0418939
1001	0.0209470
1002	0.0209470
1101	0.0209470
1102	0.0209470
1203	0.0170208
1202	0.0248731
1301	0.0209470
1302	0.0209470
1401	0.0248731
1402	0.0170208
1501	0.0170208
1502	0.0248731
1601	0.0231782
1600	0.0187157
1701	0.0209470
1702	0.0209470
1801	0.0248731
1802	0.0170208
1901	0.0209470
1902	0.0209470
2001	0.0248731
2002	0.0170208
2101	0.0248731
2102	0.0170208
2201	0.0209470
2202	0.0209470
2301/2302	0.0418939
2401	0.0170208
2402	0.0248731
2501	0.0391668
2502	0.0391668

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BELFIORE DECLARATION OF CONDOMINIUM
FIRST AMENDMENT

THIS IS PAGE 7 OF 7 PAGES

SCANNER Context IQ4400

After recording return to:

Marvin D. Nathan, Esq.
Nathan Sommers Jacobs
2800 Post Oak Blvd., 61st Floor
Houston, Texas 77056

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REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER
FEDERAL LAW

ANY PROVISION HEREIN WHICH RESTRICT 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



MAY 14 2015
Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM

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

SECOND AMENDMENT TO BELFIORE DECLARATION OF CONDOMINIUM

This Second Amendment to Declaration of Condominium ("First Amendment") is made and entered into to be effective as of January 25, 2016, by **BELFIORE DEVELOPERS LLC**, a Texas limited liability company (the "Declarant").

A. The Declarant executed that certain Declaration of Condominium dated February 14, 2014, for the Belfiore Condominium located in Houston, Harris County, Texas, which Declaration was filed for record on February 20, 2014, in the Official Public Records of Harris County, Texas under Clerk's File No. 20140069188, and recorded under Film Code No. 214011 of the Condominium Records of Harris County, Texas, as amended by that certain First Amendment to Belfiore Declaration of Condominium dated May 13, 2015, which was filed for record on May 14, 2015, in the Official Public Records of Harris County, Texas, under Clerk's File No. 20150205171, and recorded under Film Code No. 215278 of the Condominium Records of Harris County, Texas, and is incorporated herein for all purposes (collectively, the "Declaration").

B. The Declarant desires to change the identifying number of Unit 1201 to Unit 1203 and Unit 1602 to Unit 1600 and to update certain exhibits accordingly.

C. This Second Amendment to the Declaration shall be valid and binding upon (i) its execution by the Declarant, and (ii) its recordation in the Office of the County Clerk of Harris County, Texas.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Declaration.
2. Building Section. The identifying number of Unit 1201 is changed to Unit 1203 and the identifying number of Unit 1602 is changed to Unit 1600. Exhibit B-2 to the Declaration is hereby deleted in its entirety and replaced by the new Exhibit B-2 attached to this Second Amendment.
3. Floor Plans. Page C-12 of Exhibit C to the Declaration, depicting Units 1203 and Unit 1202 on Floor 12, and Page C-16 of Exhibit C to the Declaration, depicting Units 1600 and 1601, are hereby deleted in their entirety and replaced by the new Pages C-12 and C-16 attached to this Second Amendment.
4. Parking Spaces. Exhibit D-2 to the Declaration is hereby deleted in its entirety and replaced by the new Exhibit D-2 attached to this Second Amendment.
5. Storage Spaces. Exhibit E to the Declaration is hereby deleted in its entirety and replaced by the new Exhibit E attached to this Second Amendment.

1/25/2016

1:09 PM

RP-2016-30837

Stan Stanart

1/25/2016 hccpirp2

30.00

COUNTY CLERK

6. Allocated Interests. Exhibit F to the Declaration is hereby deleted in its entirety and replaced by the new Exhibit F attached to this First Amendment.

7. Effect of Declaration. Except as amended hereby, the terms and conditions of the Declaration are and shall remain in full force and effect as therein written.

8. Construction. In the event of any inconsistency or conflict between this Second Amendment and the Declaration, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to be executed and effective as of the first date above written.

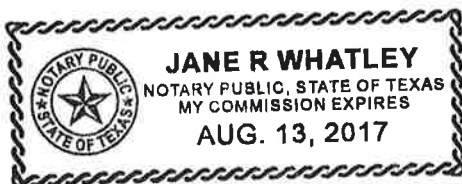
DECLARANT:

BELFIORE DEVELOPERS LLC

By: *Giorgio Borlenghi*
Giorgio Borlenghi, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25 day of January, 2016, by Giorgio Borlenghi, President of Belfiore Developers LLC, a Texas limited liability company, on its behalf.



Jane R. Whatley
Notary Public in and for
The State of T E X A S

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
215517
FILM CODE _____

BELFIORE DECLARATION OF CONDOMINIUM
SECOND AMENDMENT

Page 2

THIS IS PAGE 1 OF 3 PAGES

SCANNER Context IQ4400

EXHIBIT B-2 Building Section

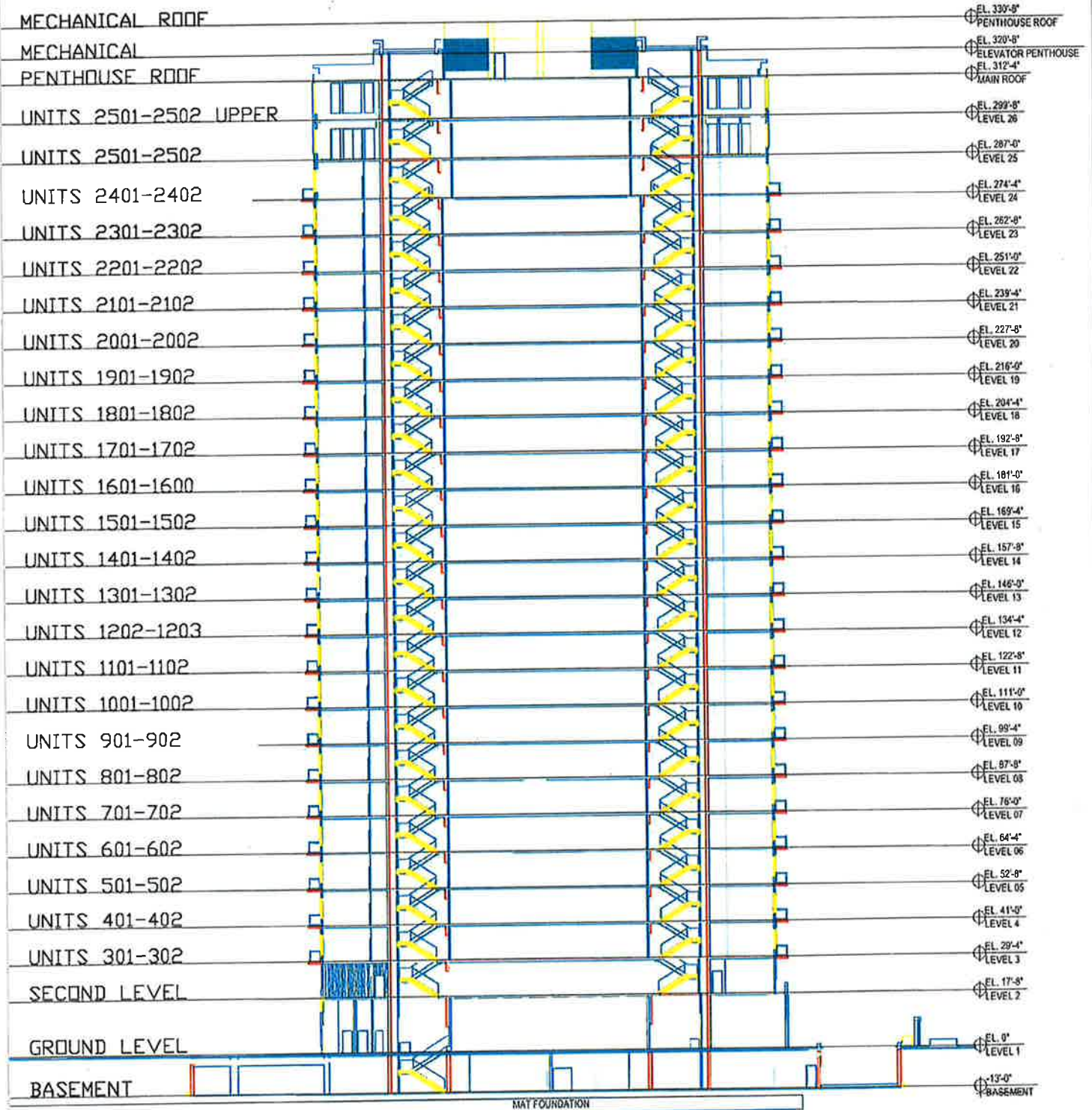


EXHIBIT C
Floor Plans
Floor 12

Unit No.	Allocated Interest	Area in Sq. Ft.
1203	0.0170208	3,776
1202	0.0248731	5,518

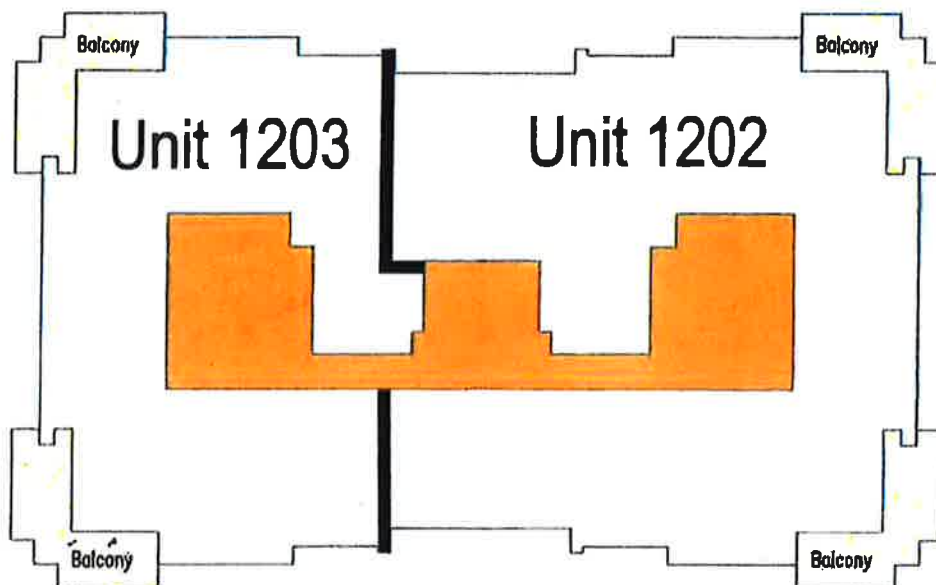


EXHIBIT C
Floor Plans
Floor 16

Unit No.	Allocated Interest	Area in Sq. Ft.
1601	0.0231782	5,142
1600	0.0187157	4,152

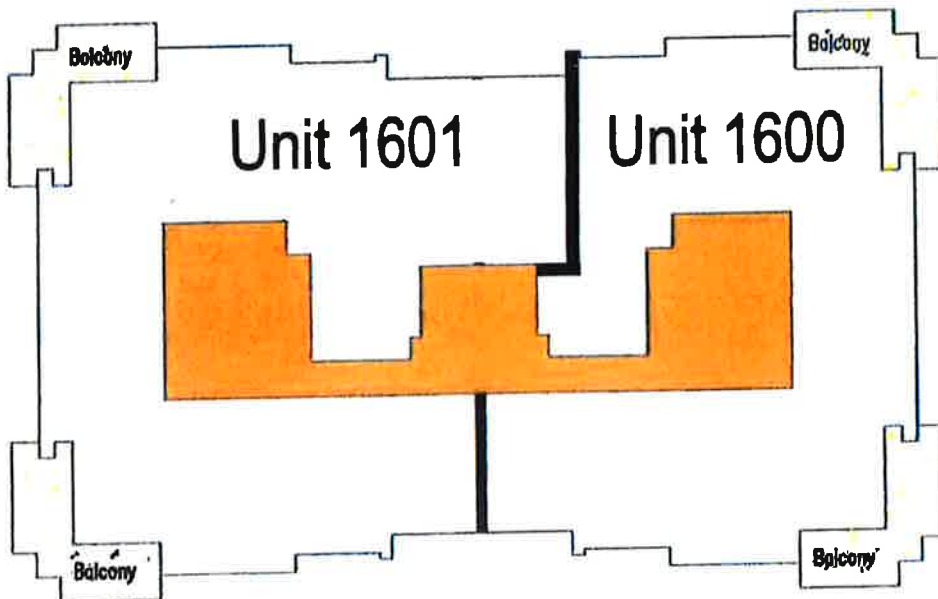


EXHIBIT D-2

Parking Spaces Assigned to Residence Units

UNIT NO.	PARKING SPACES
301	67, 68
302	65, 66
401	109, 110
402	108, 107
501	102, 101
502	100, 99
601	106, 105
602	104, 103
701	63, 64
702	61, 62
801	59, 60
802	57, 58
901	55, 56
902	53, 54
1001	51, 52
1002	49, 50
1101	33, 34
1102	35, 36
1202	45, 46
1203	47, 48
1301	44, 43
1302	41, 42
1401	37, 38
1402	39, 40
1501	97, 96
1502	95, 94
1600	111, 112
1601	113, 114
1701	125, 126
1702	123, 124
1801	117, 118
1802	115, 116
1901	119, 120
1902	121, 122
2001	14, 15
2002	16, 17
2101	19, 20
2102	27, 28
2201	10, 11

UNIT No.	PARKING SPACES
2202	12, 13
2301	2, 3
2302	4, 5
2401	8, 9
2402	6, 7
2501	21, 22, 23
2502	24, 25, 26

OFFICE OF
 STAN STANART
 COUNTY CLERK, HARRIS COUNTY, TEXAS
 CONDOMINIUM RECORDS OF COUNTY CLERK
 215518
 FILM CODE _____

BELFIORE DECLARATION OF CONDOMINIUM
 SECOND AMENDMENT

THIS IS PAGE 2 OF 3 PAGES

SCANNER Context IQ4400

EXHIBIT E

Storage Spaces Assigned to Residence Units

UNIT NO.	STORAGE SPACE
301	25
302	28
401	31
402	34
501	23
502	24
601	26
602	27
701	29
702	30
801	32
802	33
901	20
902	15
1001	14
1002	13
1101	12
1102	11
1202	43
1203	42
1301	40
1302	41
1401	38
1402	39
1501	2
1502	1
1600	3
1601	4
1701	6
1702	5
1801	9
1802	10
1901	7
1902	8
2001	21
2002	22
2101	46
2102	35

UNIT NO.	STORAGE SPACE
2201	36
2202	37
2301	44
2302	45
2401	18
2402	19
2501	16
2502	17

EXHIBIT F

Allocated Interests

UNIT No.	OWNERSHIP INTEREST
301	0.0305482
302	0.0113457
401	0.0209470
402	0.0209470
501	0.0209470
502	0.0209470
601	0.0248731
602	0.0170208
701	0.0209470
702	0.0209470
801	0.0209470
802	0.0209470
901	0.0209470
902	0.0209470
1001	0.0209470
1002	0.0209470
1101	0.0209470
1102	0.0209470
1203	0.0170208
1202	0.0248731
1301	0.0209470
1302	0.0209470
1401	0.0248731
1402	0.0170208
1501	0.0170208
1502	0.0248731
1601	0.0231782
1600	0.0187157
1701	0.0209470
1702	0.0209470
1801	0.0248731
1802	0.0170208
1901	0.0209470
1902	0.0209470
2001	0.0248731
2002	0.0170208
2101	0.0248731
2102	0.0170208
2201	0.0209470
2202	0.0209470
2301	0.0209470
2302	0.0209470
2401	0.0170208
2402	0.0248731
2501	0.0391668
2502	0.0391668

After recording return to:

Marvin D. Nathan, Esq.
Nathan Sommers Jacobs
2800 Post Oak Blvd., 61st Floor
Houston, Texas 77056

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

ANY PROVISION HEREIN WHICH RESTRICT 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



JAN 25 2016
Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 215519

BELFIORE DECLARATION OF CONDOMINIUM
SECOND AMENDMENT

THIS IS PAGE 3 OF 3 PAGES

SCANNER Context IQ4400

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 blackouts, additions and changes were present at the time the instrument was filed and recorded.

THIRD AMENDMENT TO BELFIORE DECLARATION OF CONDOMINIUM

This Third Amendment to Declaration of Condominium ("Third Amendment") is made and entered into to be effective as of February 28, 2017, by **BELFIORE CONDOMINIUM OWNERS ASSOCIATION INC.**, a Texas non-profit corporation (the "Association"), successor to Belfiore Developers LLC, a Texas limited liability company (the "Declarant"); and **BERNARD WOOLF and GERALDINE WOOLF**, as owners of Residence Unit 1802, and **RONALD A. GOLDEN and SUSAN F. GOLDEN**, as owners of Residence Unit 1801 (collectively, the "Unit Owners"), being the Residence Units affected by this Third Amendment, join in the execution of this Third Amendment to evidence their agreement to the provisions hereof.

A. Declarant executed that certain Declaration of Condominium dated February 14, 2014, for the Belfiore Condominium located in Houston, Harris County, Texas, which Declaration was filed for record on February 20, 2014, in the Official Public Records of Harris County, Texas under Clerk's File No. 20140069188, and recorded under Film Code No. 214011 of the Condominium Records of Harris County, Texas, as amended by that certain First Amendment to Belfiore Declaration of Condominium dated May 13, 2015, which was filed for record on May 14, 2015, in the Official Public Records of Harris County, Texas, under Clerk's File No. 20150205171, and recorded under Film Code No. 215278 of the Condominium Records of Harris County, Texas, and that certain Second Amendment to Belfiore Declaration of Condominium dated January 25, 2016, which was filed for record on January 25, 2016, in the Official Public Records of Harris County, Texas, under Clerk's File No. RP-2016-30837, and recorded under Film Code No. 215517 of the Condominium Records of Harris County, Texas, and is incorporated herein for all purposes (collectively, the "Declaration").

B. The Association and the Unit Owners wish to repurpose, redesignate and reassign the air conditioning closet which is designated as A/C 4 on Exhibit A attached hereto and made a part hereof for all purposes ("A/C4") to hereafter exclusively serve Residence Unit 1802.

C. This Third Amendment to the Declaration shall be valid and binding upon the Association and the Unit Owners upon (i) its execution by the Association and the Unit Owners, and (ii) its recordation in the Office of the County Clerk of Harris County, Texas.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Declaration.

2. Repurpose, Redesignation and Reassignment. The Association and the Unit Owners hereby repurpose, redesignate and reassign A/C 4 to hereafter exclusively serve Residence Unit 1802.

3. Restatement of Square Feet and Allocated Interests. The Association and the Unit Owners hereby restate the Allocated Interests of Residence Units 1801 and 1802 and the square feet of area comprising Residence Units 1801 and 1802 in accordance with Exhibit B attached

hereto and made a part hereof for all purposes. Accordingly, Page C-18 of Exhibit C to the Declaration is hereby deleted therefrom in its entirety and Page C-18 attached to this Third Amendment is hereby substituted in the place and stead thereof for all purposes, and Exhibit F to the Declaration is hereby deleted therefrom in its entirety and Exhibit F attached to this Third Amendment is hereby substituted in the place and stead thereof for all purposes.

4. Effect of Declaration. Except as amended hereby, the terms and conditions of the Declaration are and shall remain in full force and effect as therein written.

5. Construction. In the event of any inconsistency or conflict between this Third Amendment and the Declaration, the terms of this Third Amendment shall control.

IN WITNESS WHEREOF, the undersigned have caused this Third Amendment to be executed and effective as of the first date above written.

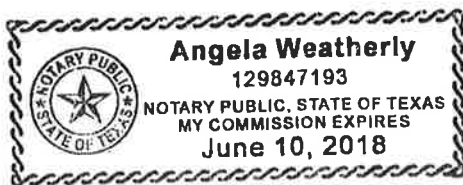
DECLARANT:

**BELFIORE CONDOMINIUM OWNERS
ASSOCIATION INC.**

By: [Signature]
Name: John R. Esgate
Title: General Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10th day of March, 2017, by John Esgate, General Manager of Belfiore Condominium Owners Association Inc., a Texas non-profit corporation, on its behalf.



[Signature]
Notary Public in and for
The State of T E X A S

RP-2017-105713

3/13/2017 hccpirp2 30.00

FILED

[Signatures Continued on Following Pages]

3/13/2017 3:44 PM

Stan Stewart

COUNTY CLERK

Ronald A. Golden
RONALD A. GOLDEN

Susan F. Golden
SUSAN F. GOLDEN

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 28 day of February, 2017, by Ronald A. Golden.



Carol Meshell
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 28 day of February, 2017, by Susan F. Golden.



Carol Meshell
Notary Public in and for
The State of T E X A S

[Signatures Continued on Following Pages]

[Handwritten Signature]

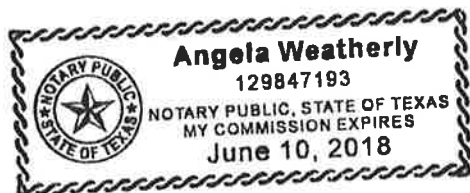
BERNARD WOOLF

[Handwritten Signature]

GERALDINE WOOLF

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

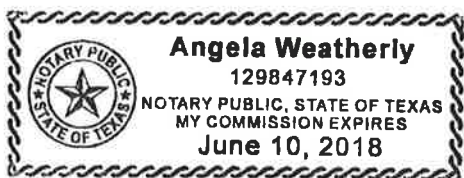
This instrument was acknowledged before me on this the 23rd day of February, 2017, by Bernard Woolf.



[Handwritten Signature]
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 23rd day of February, 2017, by Geraldine Woolf.



[Handwritten Signature]
Notary Public in and for
The State of T E X A S

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
216078
FILM CODE _____

BELFIORE DECLARATION OF CONDOMINIUM
THIRD AMENDMENT

EXHIBIT A

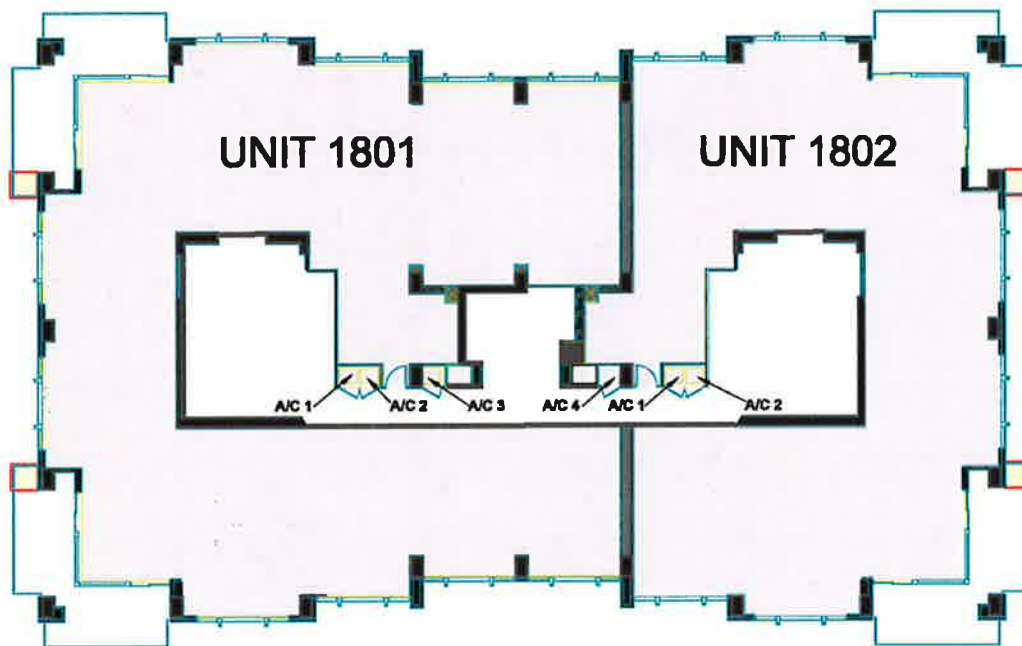


EXHIBIT B

UNIT No.	ALLOCATED INTEREST	SQUARE FEET OF AREA
1801	0.0248235	5,507
1802	0.0170703	3,787

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

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BELFIORE DECLARATION OF CONDOMINIUM
THIRD AMENDMENT

THIS IS PAGE 2 OF 3 PAGES

SCANNER Context IQ4400

EXHIBIT C
Floor Plans
Floor 18

Unit No.	Allocated Interest	Area in Sq. Ft.
1801	0.0248235	5,507
1802	0.0170703	3,787

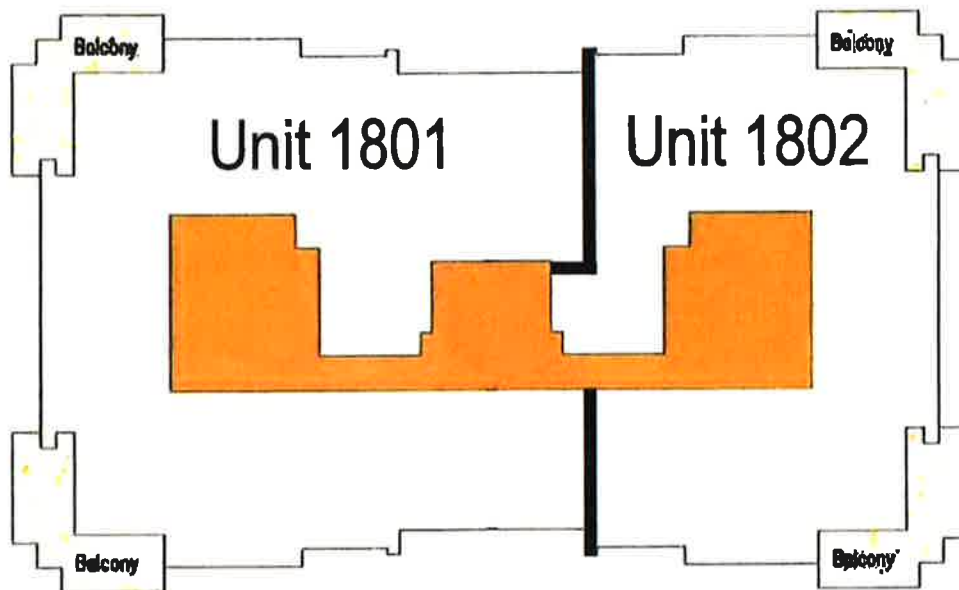


EXHIBIT F

Allocated Interests

UNIT No.	OWNERSHIP INTEREST
301	0.0305482
302	0.0113457
401	0.0209470
402	0.0209470
501	0.0209470
502	0.0209470
601	0.0248731
602	0.0170208
701	0.0209470
702	0.0209470
801	0.0209470
802	0.0209470
901	0.0209470
902	0.0209470
1001	0.0209470
1002	0.0209470
1101	0.0209470
1102	0.0209470
1203	0.0170208
1202	0.0248731
1301	0.0209470
1302	0.0209470
1401	0.0248731
1402	0.0170208
1501	0.0170208
1502	0.0248731
1601	0.0231782
1600	0.0187157
1701	0.0209470
1702	0.0209470
1801	0.0248235
1802	0.0170703
1901	0.0209470
1902	0.0209470
2001	0.0248731
2002	0.0170208
2101	0.0248731
2102	0.0170208
2201	0.0209470

UNIT No.	OWNERSHIP INTEREST
2202	0.0209470
2301	0.0209470
2302	0.0209470
2401	0.0170208
2402	0.0248731
2501	0.0391668
2502	0.0391668

After recording return to:

Marvin D. Nathan, Esq.
Nathan Sommers Jacobs
2800 Post Oak Blvd., 61st Floor
Houston, Texas 77056

FILE NO.



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STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
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BELFIORE DECLARATION OF CONDOMINIUM
THIRD AMENDMENT

THIS IS PAGE 3 OF 3 PAGES

SCANNER Context IQ4400

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IS INVALID AND UNENFORCEABLE UNDER
FEDERAL LAW

ANY PROVISION HEREIN WHICH RESTRICT 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



MAR 13 2017

Stan Stewart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM

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

11/22/20:

11/22/:



C

**FOURTH AMENDMENT TO
BELFIORE DECLARATION OF CONDOMINIUM**

This Amendment amends the "Belfiore Declaration of Condominium", recorded under Film Code No. 214011 of the Condominium Records of the Condominium Records of Harris County, Texas; as amended by "First Amendment to Belfiore Declaration of Condominium" recorded under Film Code No. 215278, "Second Amendment to Belfiore Declaration of Condominium" recorded under Film Code No. 215517, and "Third Amendment to Belfiore Declaration of Condominium recorded under Film Code No. 216078, all in the Condominium Records of Harris County, Texas.

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

This Fourth Amendment to Belfiore Declaration of Condominium ("Fourth Amendment") is executed by **COSMOPOLITAN POST OAK INC.**, a Texas corporation ("Cosmopolitan" herein), with the joinder and approval of the **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), as follows, to-wit:

RECITALS

A. Belfiore Developers LLC, a Texas limited liability company, as "Declarant", established a condominium regime known as "Belfiore" (the "Condominium") pursuant to that certain "Belfiore Declaration of Condominium" recorded under Film Code No. 214011 of the Condominium Records of Harris County, Texas (the "Declaration"); as amended by (i) that certain "First Amendment to Belfiore Declaration of Condominium" recorded under Film Code 215278 of the Condominium Records of Harris County, Texas (the "First Amendment"); (ii) that certain "Second Amendment to Belfiore Declaration of Condominium" recorded under Film Code 215517 of the Condominium Records of Harris County, Texas (the "Second Amendment"), and (iii) that certain "Third Amendment to Belfiore Declaration of Condominium" recorded under Film Code 216078 of the Condominium Records of Harris County, Texas (the "Third Amendment"). The Declaration, as amended by the First Amendment, Second Amendment, and Third Amendment, is referred to herein as the "Declaration").

B. The Declaration covers those Residence Units described in and set forth in the Declaration, constituting the Condominium known and described herein as "Belfiore".

C. Cosmopolitan is the Owner of the following described Condominium Unit in Belfiore:

Condominium Unit 2301/2302, also described as Condominium Unit Numbers 2301 and 2302 (as shown in that certain Special Warranty Deed recorded under RP-2016-93416 of the Real Property Records of Harris County, Texas), and the space encompassed by the boundaries thereof, Storage Space Nos. 44 and 45, and Parking Space Nos. 2, 3, 4, and 5, the limited common elements appurtenant thereto, together with an undivided interest in the General Common Elements located in and being a part of BELFIORE CONDOMINIUMS, a Condominium Project in Harris County, Texas, as fully described in and as located, delineated and defined in the Condominium

Belfiore.Amendment to Declaration.Unit 2301/2302.071719.2

Declaration for BELFIORE CONDOMINIUMS, together with the survey plat, by-laws and exhibits attached thereto, recorded under Film Code Nos. 214011, 215278, 215517, and 216078 of the Condominium Records of Harris County, Texas ("Unit 2301/2302" herein).

D. Cosmopolitan desires to amend and update certain pages to the exhibits concerning Floor Plans and Allocated Interests attached to the Declaration, for the purpose of altering and relocating the boundaries of the Unit 2301/2302 as shown on the revised Page C-23 of Exhibit "C" to the Declaration attached hereto as "Attachment 1", in accordance with the terms and conditions of Article XI, Section 11.4 of the Declaration, with the consent and approval of the Association; and

E. The Association has approved the alteration and relocation of the boundaries as to Unit 2301/2302 as set forth in certain plans and specifications provided to the Association, in accordance Article XI, Section 11.4 of the Declaration, has prepared this Fourth Amendment to evidence the reconfiguration of the Unit and the reallocation of the Allocated Interests pertaining to such Unit.

All work performed or to be performed in connection with the installation of demising wall(s) constructed or to be constructed so as to alter and relocate such boundaries shall be in strict accordance with the plans and specifications approved by the Association, and shall further be subject to and in strict accordance with the terms and conditions set forth in that certain "Construction Agreement" executed by and between the Association and Cosmopolitan as a condition precedent to the Association's execution of this Amendment. Such Construction Agreement shall include rules and procedures established by the Board of Directors of the Association governing the proposed work. All such work shall be performed pursuant to such Construction Agreement and in conformity with the plans and specifications therefor at the sole cost, expense, and risk of the owner of the Unit(s) performing such work (whether Cosmopolitan; or any assignee of Cosmopolitan provided that any such assignee expressly assumes, in writing, all obligations of Cosmopolitan under the Construction Agreement).

F. Pursuant to Article XI, Section 11.4 of the Declaration, this Fourth Amendment shall be valid and binding upon its execution by Cosmopolitan and the Association and the recordation of same in the Condominium Records of Harris County, Texas.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Declaration.
2. **Floor Plans.** Page C-23 of Exhibit C to the Declaration, as amended pursuant to the First Amendment, depicting Unit 2301/2302 on Floor 23, is hereby deleted in its entirety and replaced by the new Page C-23 attached to this Fourth Amendment as "Attachment 1" which reflects the altered and relocated boundaries as to Unit 2301/2302 so as to hereafter reflect and constitute Unit 2301 and Unit 2302.
3. **Reallocated Unit Boundaries.** The boundaries of Unit 2301/2302 shall be altered and relocated to reflect Unit 2301 and Unit 2302 as having the boundaries shown in "Attachment 1" hereto.
4. **Allocated Interests.** Exhibit F to the Declaration, as amended pursuant to the First and Third Amendment, shall be further amended to reflect the revised Allocated Interests applicable to Unit 2301 and Unit 2302 as follows:

Allocated Interests

20.00

10:37 AM

Tuan

ERK

<u>Unit No.</u>	<u>Ownership Interest</u>
2301	0.0170208
2302	0.0248731

5. Parking Spaces. The Parking Spaces assigned to Unit 2301 and Unit 2302 as shown in Exhibit D-2 to the Declaration, are hereby ratified and confirmed as follows:

Parking Spaces Assigned to Residence Units

<u>Unit No.</u>	<u>Parking Spaces</u>
2301	2, 3
2302	4, 5

6. Storage Spaces. The Storage Spaces assigned to Unit 2301 and Unit 2302 as shown in Exhibit E to the Declaration, are hereby ratified and confirmed as follows:

Storage Spaces Assigned to Residence Units

<u>Unit No.</u>	<u>Storage Spaces</u>
2301	44
2302	45

7. Effect of Declaration. Except as amended hereby, the terms and conditions of the Declaration are and shall remain in full force and effect as therein written.

8. Construction Agreement. As a condition precedent to the execution of this Amendment, the Association and Cosmopolitan have executed that certain "Construction Agreement" pursuant to paragraph "E" of the Recitals set forth in this Amendment. The terms, provisions, conditions, and rules and regulations set forth in such Construction Agreement shall be binding upon Cosmopolitan and its successors and assigns in title to the Unit(s). The Association shall be authorized to record a "Memorandum" setting forth the general terms of such Construction Agreement which shall establish or reflect covenants running with the title to the Unit(s) governing the installation of the demising wall(s) constructed or to be constructed so as to alter and relocate such boundaries construction of such Unit(s).

9. Construction. In the event of any inconsistency or conflict between the First Amendment and the Declaration, the terms of this Fourth Amendment shall control.

This instrument may be executed in multiple counterparts and the aggregate of all of such originals whether combined and recorded as one document or recorded in multiple documents shall constitute one original. This instrument is dated as of the respective dates shown below and shall be deemed effective the date which the instrument, signed by all signatories hereto, is recorded in the office of the County Clerk of Harris County, Texas.

[Signature pages follow]

"COSMOPOLITAN":

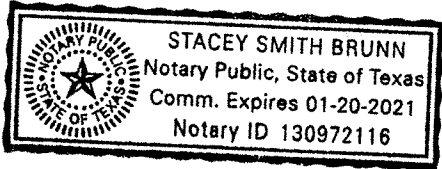
COSMOPOLITAN POST OAK INC.,
A TEXAS CORPORATION

By: *Julio Villarreal*
(signature)
Julio E. Villarreal G
(name printed)
Its: President
(title/officer position)

Date: 11-5-2019

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on this the 5th day of November, 2019 by Julio Villarreal, President of COSMOPOLITAN POST OAK INC., a Texas corporation, on behalf of said corporation.



Stacey Smith Brunn
Notary Public, State of Texas

JOINED BY:

"ASSOCIATION":

**BELFIORE CONDOMINIUM OWNERS
ASSOCIATION, INC.**, a Texas non-profit corporation

By: [Signature]
(signature)
S.M. Cassiani
(name printed)

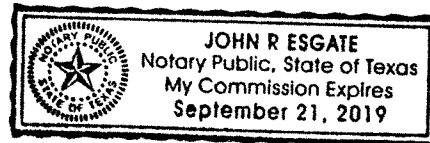
Its: President

Date: 9-9-19

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§



This instrument was acknowledged before me on this the ninth day of September, 2019 by Stephen Cassiani, President of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation.

[Signature]
Notary Public, State of Texas

ATTACHMENT "1"

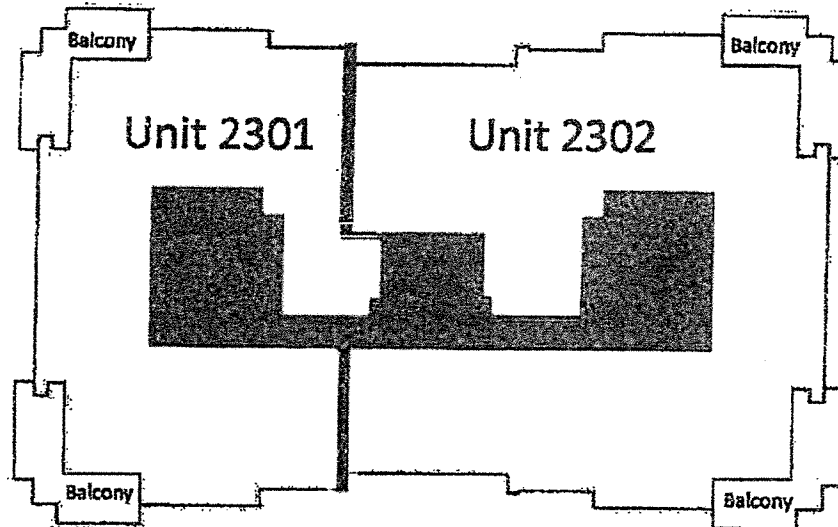
Replacement "new" Page C-23 of Exhibit C to Declaration

EXHIBIT C

Floor Plans

Floor 23

Unit No.	Allocated Interest	Area in Sq. Ft.
2301	0.0170208	3,776
2302	0.0248731	5,518



Before Amendment to Declaration Unit 2301/2302.070819

RECORDER'S N
At the time of recordation, the
instrument was filed and recorded
inadequate for the best photograph
illegibility, carbon or photo copy
blackouts, additions and changes