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COUNTY CLERK
HARRIS COUNTY, TEXAS

DECLARATION OF CONDOMINIUM REGIME

BRIARWICK CONDOMINIUMS

PHASE ONE

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JOINDER OF LIENHOLDER

DECLARATION OF CONDOMINIUM REGIME

BRIARWICK CONDOMINIUMS

PHASE ONE

This Declaration of Condominium Regime is made and executed this 27th day of July, 1983, by BENTLEY HOMES, INC., a Texas corporation, (hereinafter referred to as "Developer"), pursuant to the provisions of the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (hereinafter referred to as the "Act"), for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime;

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property in the County of Harris, State of Texas, (herein called the "Subject Property") more particularly described as Phase One in the attached Exhibit "A;" and

WHEREAS, Developer has caused to be prepared plans for the construction of eight (8) buildings and other improvements appurtenant thereto on the Subject Property which when completed will consist of one hundred twenty (120) separately designated condominium units; and,

WHEREAS, Developer desires by recording this Declaration of Condominium Regime, together with the By-Laws attached hereto as Exhibit "B" and the condominium subdivision plans and specifications attached hereto to establish a condominium project known as Briarwick Condominiums under the provisions of the Act; and,

WHEREAS, Developer further desires to permit the expansion of the Project in order to provide for additional units and common areas; and,

WHEREAS, Developer by declaring the condominium regime desires to establish a plan for the individual ownership in fee simple of the area of space contained within each unit and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the Subject Property;

NOW, THEREFORE, Developer does upon the recording hereof, establish Briarwick Condominiums as a condominium project under the Act and does declare that Briarwick Condominiums shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, subject to the provisions of the Act and to the convenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration of Condominium Regime all of which shall be deemed to run with the title to all or any portion of Briarwick Condominiums and shall be a burden and a benefit to Developer, BENTLEY HOMES, INC., and any persons acquiring or owning any interest in Briarwick Condominiums, their grantees, heirs, executors, administrators, successors and assigns. In furtherance of the establishment of this condominium project, it is provided as follows:

I.

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meanings:

1.1 "Assessment" shall mean and refer to the costs and expenses of administration, maintenance, repair, and other lawfully agreed upon expenses, plus surplus and reserves, as such costs , expenses and reserves are determined by the Managing Agent or Board of Directors and are levied by the Board of Directors upon all of the Owners.

1.2 "Association" shall mean and refer to Briarwick Condominium Owners Association, Inc., its successors and assigns, comprised of the Owners of all the Units of a non-profit association, the By-Laws of which shall govern the administration of this Condominium and the members of which shall be all of the Owners of the Units; which Association may be, at Developer's election and as herein provided, a corporation organized pursuant to the Texas Non-Profit Corporation Act.

1.3 "Building" means any one of the eight (8) buildings within the Condominium Project.

1.4 "By-Laws" means the By-Laws of the Association attached hereto as Exhibit "B" for reference and any amendment, modification or revision thereto as therein permitted.

1.5 "Common Elements" shall mean and refer to both the General and Limited Common Elements as described herein.

1.6 "Common Expenses" means and includes:

A. All sums lawfully assessed against the General Common Elements by the managing agent or Board of Directors of the Condominium Project;

B. Expenses of administration and management, maintenance, repair or replacement of the General Common Elements or Limited Common Elements;

C. Expenses agreed upon as Common Expenses by the Owners; and,

D. Expenses declared Common Expenses by provisions of this Declaration and by the By-Laws.

E. Common Expenses may include, but are not limited to, the overhead expenses of the Association, costs of maintenance, repair and operation of the Common Elements, taxes and special assessments unless separately assessed, insurance premiums for insurance coverage as deemed desirable or necessary by the Association, utility charges for the General Common Elements (including gas, electricity, water, and sewer) trash and garbage collection, guard service, burglar alarm service, landscape maintenance, janitorial service, manager's salary, legal and accounting fees, management fees.

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F. Common expenses shall not include any reserve fund.

1.7 "Condominium" shall mean and refer to the separate ownership of a Unit, together with an undivided ownership interest in the Limited and General Common Elements expressed as a fraction of the entire ownership interest in the Common Elements as set forth and defined herein.

1.8 "Condominium Project" shall mean and refer to Briarwick Condominiums, Phase One as a condominium project established in conformance with the provisions of the Act.

1.9 "Entire Premises" or "property" means and includes the land, buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto.

1.10 "First Mortgagee" means any holder of a security interest in a Unit, represented by a first deed of trust, mortgage or security agreement giving such holder a first and paramount priority under Texas law.

1.11 The General and Limited Common Elements of the Condominium Project are as follows:

A. The General Common Elements consists of:

(1) The land in the Condominium Project, as more particularly described in Exhibit "A" (and the additional land which may be described in a supplement hereto as herein permitted);

(2) The foundations, bearing walls and columns (including any windows, doors, and chimneys therein), roofs, attics, ceilings and floors, or communication ways and any other portion of the buildings located on the land described above not included within any unit;

(3) The premises and facilities, if any, used for maintenance or repair of the Condominium Project;

(4) All common recreational facilities, including without limitation the office and the grounds, yards and walkways;

(5) Parking spaces not designated with a Unit number and described on the condominium subdivision plan are unassigned parking spaces; provided however, the Developer expressly reserves the right at any time and from time to time to assign, any unassigned parking space to any Owner or to reassign any previously assigned parking space; and provided further, coincident with the assignment of any unassigned parking space or the reassignment of any previously assigned parking space, the condominium subdivision plan attached hereto as Exhibit "A" shall be amended for the purposes of designating such parking space with a number corresponding to a Unit number, and thereafter such parking space shall be a Limited Common Element appurtenant to such Unit. Such amendment shall not require the joinder of any owner or mortgagee.

(6) All other element desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.

B. The Limited Common Elements, being those Common Elements reserved for the use of specific Units to the exclusion of others, consist of:

(1) Compartments or installations of central services such as power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators, and all similar devices and installations corresponding to a building within the Condominium Project or corresponding to a Unit;

(2) Storage rooms, patios, balconies and decks designated with a number as described on the condominium subdivision plan and specifications attached hereto as Exhibit "C";

(3) Mail boxes not located at individual Units which are designated with a number corresponding to a Unit number;

(4) All of the portions of the General Common elements which are specifically reserved for the exclusive use of the Owner of a Condominium Unit as shown on Exhibit "C" attached hereto or as may hereafter be shown by supplement or amendment hereto.

1.12 "Map", "Survey Map", or "Plans" means and includes the engineering survey of the land with all of the improvements located thereon, the floor plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements, same being herewith filed, consisting of nine (9) labeled exhibits, the same being Exhibits "A" and "C-1" through "C-8".

1.13 "Owner" shall mean and refer to a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which is the record owner of fee simple title to one or more Units in the Condominium Project.

1.14 "Special Assessment" shall mean an additional assessment created for any purpose of the Association as a whole.

1.15 "Unit" shall mean and refer to an enclosed air space consisting of one or more rooms occupying all or part of one or more floors in a building in the condominium project, as such space may be further described, delineated and delimited in the plat attached hereto as Exhibit "C" (and as may hereafter be described, delineated and delimited by an amendment or supplement hereto as herein permitted).

II.

ESTABLISHMENT OF REGIME

2.1 GRANT AND SUBMISSION

Developer hereby grants and submits to condominium ownership all of the Subject Property, the improvements to be constructed thereon, the Condominium Project and all attachments and appurtenants thereto and in anywise belonging.

2.2 DESCRIPTION OF PROPERTY

The Condominium plans and specifications attached hereto as Exhibits "A" and "C" shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Condominium plans and specifications consists of and sets forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by Developer; (3) floor plans of the building built or to be built thereon showing the location, the building designation, the Unit designation and the linear dimensions of each Unit, and the limited common elements; Developer hereby expressly reserves the right to amend said Exhibits to conform the map to actual location of the constructed improvements to establish, vacate and relocate outside utility easements, access and parking facilities as same may be located on the ground, all as more fully provided herein. Such amendment shall not require the joinder of any owner or mortgagee.

2.3 DIVISION OF FEE ESTATES

The real property is hereby divided into the following separate fee simple estates:

A. One hundred twenty (120) fee simple estates consisting of one hundred twenty (120) separately designated Units, each such Unit identified by number and being described as follows:

Building A - Containing twenty (20) Units numbered 101 through 120, inclusive, the size, dimensions, location and boundaries of each unit being detailed on the survey plat for Building A attached hereto as Exhibit "C-1" for reference.

Building B - Containing eight (8) Units numbered 201 through 208, inclusive, the size, dimensions, location and boundaries of each unit being detailed on the survey plat for Building B attached hereto as Exhibit "C-2" for reference.

Building C - Containing twelve (12) Units numbered 301 through 312, inclusive, the size, dimensions, location and boundaries of each unit being detailed on the survey plat of Building C attached hereto as Exhibit "C-3 for reference.

Building D - Containing twenty (20) Units numbered 401 through 420, inclusive, the size, dimensions, location and boundaries of each unit being detailed on the survey plat of Building D attached hereto as Exhibit "C-5" for reference.

Building E - Containing twelve (12) Units numbered 501 through 512, inclusive, the size, dimensions, location and boundaries of each unit being detailed on the survey plat for Building E attached hereto as Exhibit "C-5" for reference.

Building F - Containing sixteen (16) Units numbered 601 and 616, inclusive, the size, dimensions, location and boundaries of each unit being detailed on the survey plat for Building F attached hereto as Exhibit "C-6" for reference.

Building G - Containing sixteen (16) Units numbered 701 through 716, inclusive, the size, dimensions, location and boundaries of each unit being detailed on the survey plat of Building G attached hereto as Exhibit "C-7 for reference.

Building H - Containing sixteen (16) Units numbered 801 through 816, inclusive, the size, dimensions, location and boundaries of each unit being detailed on the survey plat of Building H attached hereto as Exhibit "C-8" for reference.

As set forth on the plan and specifications attached hereto as Exhibits "C-1" through "C-8" for reference, the architectural design of each of the Units within the Condominium Project is labeled Unit Type A, B, and C, with varying modifications to the basic architectural designs. Accordingly, references on the attached plans and specifications should be keyed to the basic Unit Types as they relate to the various Unit numbers.

B. The remaining portion of the entire premises, referred to as the General Common Elements, shall be held in common by the owners, the percentage interest in the General Common Elements attributable to the respective Units being set out in Exhibit "D" hereto, each such undivided interest being appurtenant to one of the Units covered hereby as scheduled, subject to revision as set forth in Article 2.5 hereof.

2.4 TITLE

Title to any Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a Deed from Developer of any Owner shall be deemed an acknowledgment of and consent to this Declaration and its provisions.

2.5 EXPANSION OF PROJECT

The Developer anticipates that the Condominium Regime created hereunder will be expanded to include additional Units and Common Elements to be constructed on the real property additionally described in Exhibit "E" as Phase Two, adjacent to the Subject Property which Units shall be designed, modified or revised as Developer may deem advisable in its sole discretion, provided however, in no event shall more than two hundred thirty (230) additional Units, for a total of three hundred fifty (350) Units, be constructed. All additional units must be of the same basic style, floor plan, size and quality as those in the Briarwick Condominiums. In this connection, it is hereby stipulated that the undivided interests set forth on Exhibit "D" hereto, which is appurtenant to the Units covered hereby will be revised as additional Units and Common Elements are built or scheduled to be built, based upon the ratio that the number of square feet contained in each Unit bears to the number of square feet contained in all of the Units, including the additional Units, and correspondingly each Owner will own a percentage interest in the additional

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Common Elements at such time as the hereinafter amendment or supplement is filed. In order to annex and include the additional Units within the Condominium Regime created hereby, and solely for such purpose, Developer reserves the right to amend or supplement this Declaration at any time prior to August 1, 1988. Prior to any such annexation, all improvements scheduled to be built in Phase Two shall have been substantially completed. Such amendment may be made by Developer without the joinder of any Owner or mortgagee of Owner and the filing of such Amendment or supplement shall be binding upon each Owner and mortgagee. In no event, however, may any such Amendment serve to dilute or reduce the respective percentage ownership interests of each Owner as set forth on Exhibit "D" hereto except to the extent provided above and to the extent that each Owners' voting rights in the Association will be diluted since more votes will be required to equal the specified number to pass or reject the matter being considered. Further, if the Amendment or supplement herein permitted to be filed is not filed prior to August 1, 1988, the Developer shall not thereafter be entitled to amend this Declaration for the limited purpose set forth in this Article 2.5.

III.

OCCUPATION AND USE

3.1 CONVEYANCE OF CONDOMINIUM UNITS

Each Unit and the undivided ownership interest in the Common Elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a Condominium Unit. Any conveyance of a Unit shall be deemed to include the Common Elements appurtenant thereto.

3.2 DESCRIPTION OF CONDOMINIUM UNITS

Every deed, lease, mortgage, trust deed or other instrument may legally decribe a Condominium Unit by its number or letter followed by the words "Briarwick Condominiums" with further reference to this Declaration and the Map. Every such description shall be deemed good and sufficient for all purposes to convey, tranfer, encumber, or otherwise affect a Unit, the Common Elements appurtenant thereto and such Unit's percentage of interest in the Common Elements.

3.3 COMBINATION OF UNITS

In the event that one Owner shall own two or more Units adjacent to each other, such Owners shall have the right, upon the express written consent of the First Mortgagee of each such unit, to combine such Units into one area, to create entries, door openings and stairways between such Units so long as such changes do not affect load-bearing walls or pipes, conduits, ducts, shafts and wiring for the utility services of the Building and so long as the same is approved by all relevant governmental bodies.

3.4 DIVISION OF UNIT

Subject to the express written consent of all First Mortgagees, the Developer, or a successor developer, hereby reserves the right to divide any Unit into two (equal or unequal) separate Units, by the filing of a supplement to this Declaration and to the Map, which shall describe the Units in the same manner as in this original Declaration and

Map. In the event of division, the percentage interest of ownership in Common Elements allocated to the original Unit being divided shall be divided among the two new separate Units in the ratio that the square footage area of each such new Unit bears to the total square footage area of the original Unit. This reserved right in the Developer shall not run with the land and shall not inure to the benefit of any subsequent owner of a Unit. However, this right is restricted in that only one division into said Units may be made as to any Unit. The parking and storage spaces originally assigned to the Unit shall be reassigned, in the event of division, to the newly created Units.

3.5 MODIFICATION OF BUILDING

Prior to the sale of any Unit within a Building, the Developer reserves the right to modify any proposed Unit or Building for any purpose whatsoever, provided that the aggregated percentage interests allocated to the Building in Exhibit "D" do not change and further provided that the aggregate number of the Units in such Building is not increased.

3.6 RIGHT OF ACCESS AND EMERGENCY REPAIRS

The Association shall have the right of access to each Unit and its appurtenant Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of Common Elements, or at any time deemed necessary for the making of emergency repairs to prevent damage to the Common Elements or to the Unit or to another Unit. In the event any damage occurs to an individual Unit as a result of the repair of or repairs to the Common Elements, the cost for restoration of said damaged Unit shall be a common expense. Further, in the event a Common Element is damaged as a result of actions or inactions of a Unit Owner or his guests, invitees, tenants or others taking or occupying through said owner, then such Owner shall be liable for any and all costs incurred for the repair and restoration of the damaged Common Element.

3.7 NO PARTITION

Except as provided herein, no Owner shall bring an action for partition of his Condominium Unit or of the Common Elements. This restriction shall not, however, prohibit the division of a Unit as provided in Section 3.4 hereof.

3.8 TAX ASSESSMENTS

It is specifically stipulated that each Unit shall be subjected to separate tax assessments and taxation by the appropriate governmental authority.

3.9 ENCROACHMENTS AND EASEMENTS

If any portion of the General Common Elements encroaches upon a Unit or Units, for any reason whatsoever, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exists. If any portion of an adjoining Unit or Units encroaches upon another Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment(s) and easement(s) shall not be considered or determined to be encumbrances either on the Common Elements or the Units.

3.10 LABOR AND MATERIALMAN LIEN

Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Owner thereof or his agent or his contractor or subconractor shall be the basis for filing of a lien against the Unit and Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners, the Developer and the Association from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the General Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request. Upon written request of any Owner the Association shall have the right to enforce such indemnity.

3.11 USE RESTRICTIONS

A. Single Family Use. No Unit in the Condominium Project shall be used for other than single-family residence purposes or co-tenancy purposes so long as there are no more than two individual co-tenants and the Common Elements shall be used only for purposes consistent with the use of single-family residence.

B. Structural Alterations or Modifications. No Owner shall make alterations or modifications to his Unit or to any of the Common Elements, including the erection of antennae, aerials, awnings, the placement of any reflective or other material in the windows of the Unit (other than uniform window coverings approved by the Board of Directors) or other exterior attachments without the written approval of the Association. The Association shall have the right to authorize any and all structural alteration or modifications, provided, however, the Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium Project and such alterations shall not affect the percentage of value assigned to each Unit Owner in Exhibit "D" hereof.

C. Right to Lease. With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Any lease agreement shall be in writing and shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

D. Nuisance. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium Project. No Owner shall store any dangerous explosive or inflammable liquids or

other materials either in his Unit or upon the Common Elements.

E. Signs. No signs or other advertising devices which are visible from the exterior of any Unit or upon the Common Elements shall be displayed, including "For Sale" signs, without written permission from the Association.

F. Pets. No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than one household pet may be kept without written permission of the Board of Directors of the Association which shall not be unreasonably withheld. No pets may be permitted to run loose upon the Common Elements, and any Owner who causes any animal to be brought or kept upon the premises of the Condominium Project shall indemnify and hold harmless the Association for any loss it may sustain or which may be claimed against the Association as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Notwithstanding the generality of the foregoing, after (i) repeated violations of this provision, (ii) ten (10) days prior written notice to the Owner of such pet(s), and (iii) an opportunity for such Owner to have a hearing before the Board of Directors, such pet(s) may be taken from such Owner and given to the Society for the Prevention of Cruelty to Animals of Harris County, Texas.

G. Use of Common Elements. The Common Elements shall not be used for storage of supplies, personal property, trash or refuse of any kind (except common trash receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board of Directors of the Association), nor shall the Common Elements be used in any way for the drying, shaking or airing of clothing or other items. Stairs, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall unauthorized persons or pets play therein or thereon or use such areas for other than their intended purposes. In general, no activities shall be conducted nor condition maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium Project.

H. Maintenance. Each Owner shall maintain his Unit and any limited common elements appurtenant thereto in clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the central air-conditioning and heating, telephone, water, gas, plumbing, power or other utility systems throughout the Condominium Project and each Owner shall be responsible for his negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to the Common Elements.

I. Rules and Regulations. Non-discriminatory regulations concerning the use of the Condominium Project shall be promulgated from time to time by the Developer

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or the Board of Directors of the Association and such regulations, and subsequent regulations duly adopted from time to time, shall be binding on all members of the Association unless duly amended by a majority of the percentage of value assigned to the Owners.

J. Vehicles. Vehicles not in operating condition shall not be parked upon the premises of the Condominium Project (except in an assigned parking space). No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the parking of a vehicle therein.

K. Sales Office. None of the restrictions contained in this Section 3.11 shall apply to the sales office, sales models and other commercial activities, signs or billboards, if any, of Developer during the sales period of the Briarwick Condominium Project or of the Association in furtherance of its powers and purposes set forth herein and/or in its Articles of Incorporation and By-Laws as the same may be amended from time to time, including without limitation the power of the Association to own a Unit for the use and enjoyment of the resident manager of the Condominium Project.

L. Enforceability. These restrictive covenants as to the use of the Units and the Common Elements shall be a burden upon the fee title to the property herein described shall run with the title to the land of same until duly amended by the Association as herein permitted.

3.12 AGREEMENT OF SQUARE FOOTAGE.

It is expressly agreed and each and every purchaser of a Unit, his heirs, executors, administrators, assigns and grantees hereby agrees that the square footage, size and dimensions of each Unit as set out or shown in this Declaration or in the survey Plats exhibited hereto are approximate and are shown for descriptive purposes only. The Developer does not warrant, guarantee or represent that any Unit actually contains the area, square footage or dimensions shown by the Plat thereof. Each purchaser and Owner of a Unit or interest therein agrees that the Unit has been or will be purchased as actually and physically existing at the time such purchase is closed. Each purchaser of a Unit expressly waives any claim or demand which he may have against the Developer or any person whosoever on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective Plat thereof exhibited hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purposes whatsoever or in connection with any matter, the existing physical boundaries of the Unit shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of the Building, and regardless or variances between boundaries as shown on the Plat and those of the Buildings.

IV.

ADMINISTRATION

The administration of this Condominium Project shall be governed by this Declaration and the By-Laws of Briarwick Condominium Owners Association, Inc., a non-profit association, and the Articles of Incorporation of such Association (if any), hereinafter referred to as the "Association". A copy of "By-Laws" is hereto attached marked Exhibit "B" and incorporated herein; and same shall be deemed adopted by Developer as sole owner of the Property herein described, and all owners shall be bound thereby. Developer may, at its election, cause to be formed a Texas non-profit corporation bearing said name, in which event such non-profit corporation shall thereafter act and do all things to be done by "Association", and the said non-profit corporation, if formed, shall be bound by, adopt and observe its By-Laws, the By-Laws hereto attached marked Exhibit "B". "Association" as here used shall refer to the member Owners as a group, both before and after incorporation. In the event of incorporation, a certified copy of the Certificate of Incorporation of Briarwick Condominium Owners Association, Inc., shall be recorded and shall provide that three (3) persons shall act as a Board of Directors and shall serve as the Directors until their successors have been elected and qualified. An Owner of a condominium Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership. The aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit "D" hereto. The Board of Directors shall retain a Managing Agent, for Briarwick Condominium Owners Association, Inc., with such responsibilities of management as may be determined by the Board of Directors. Any management agreement shall not have a term of more than one (1) year, and shall be terminable without cause upon thirty (30) days written notice. The "Association Date" shall be (i) the date on which Developer elects to call the first meeting of the Unit Owners for election of a Board of Directors, or (ii) August 1, 1988, or, (iii) one hundred twenty (120) days after seventy-five percent (75%) of Units shall be sold to Owner occupants, whichever first occurs. On the Association Date, all powers of the Declarant, as Developer, shall terminate with regard to the administration and control of the Association.

V.

MAINTENANCE

5.1 UNIT AND LIMITED COMMON ELEMENTS

An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment, with the heating and air conditioning system , installed within the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit shall be maintained and kept in repair by the Owner thereof. Without limitation on the generality of the foregoing, an Owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, hot water heater units, fans, ductwork, heating unit and cooling coils, utilized in and for his Unit; as well as all other fixtures situated within or installed into the Limited Common Elements appurtenant to such Unit; and an Owner shall be obliged to promptly repair and replace any broken or cracked windows. The Owner's obligation to maintain and repair as set forth herein shall also extend to any damage cause by Owner's guests, tenants and invitees. Should an Owner fail to maintain or repair the Limited Common Elements within his Unit, then the Association shall have the right to perform such maintenance and repair as it deems reasonably necessary for the benefit of the Association, and the costs thereof shall become a Special Assessment against such Unit.

5.2 LIMITATION ON WORK

An Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No Owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the General Common Elements, save with written consent of the Board of Directors first obtained.

5.3 OWNERSHIP

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

5.4 COMPLIANCE

Each Owner shall comply strictly with the provisions of this Declaration, By-Laws, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Managing Agent or Board of Directors on behalf of the Owners, or, in proper cases, by an aggrieved Owner.

VI.

EXPENSES

6.1 COMMON EXPENSES AND RESERVE

The costs and expenses of administration and of maintenance and repairs of the General Common Elements, and in the proper case, the Limited Common Elements of the Condominium Project and the Condominium Units, and any other expenses lawfully agreed upon by the Association, shall be borne pro-rata by all Owners, which expenses shall hereinafter be called "Common Expenses." The Common Expenses for the fiscal year will be estimated by the Managing Agent or the Developer, and each Owner shall pay their pro-rata share of the Common Expenses on a monthly basis, with the exception of the Developer which shall pay its pro-rata share on the Association Date. Prior to the

Association Date, the Developer shall pay all deficiency for the Common Expenses, and such payment shall not be limited by the amount of the assessments for the Common Expenses. Furthermore, such payment shall never be less than the Developer's pro-rata share of the Common Expenses, but it shall not include any reserve or surplus. The Developer shall be exempt from paying its pro-rata Common Expenses monthly. At the Association Date, the actual Common Expenses shall be determined from the date of this Declaration until the Association Date. The actual Common Expenses will be determined on a pro-rata basis for each unit per month. If after determination of the actual per unit Common Expenses, an Owner, other than the Developer, has paid more than their actual pro-rata share of the Common Expenses, then that Owner's excess may be retained by the Association and credited to the account for future Assessments of said Owner, or the excess may be refunded to said Owner, as the members of the Association may determine. Prior to the Association Date, the Developer shall not be entitled to any refund for the deficiency paid on behalf of the Association. The Association shall provide for future contingencies through the creation of a reserve or surplus fund. Payment of an Assesment into the reserve fund shall not be a part of, nor be considered to be, a Common Expense. After the Association Date, the Developer shall pay its full assessment, including Common Expenses and the reserve or surplus requirement.

6.2 ASSESSMENTS

The assessments made to provide funds for Common Expenses shall be based upon the cash operating requirements deemed to be such aggregate sum as the Managing Agent of the Association shall from time to time determine is to be paid by all of the Owners. Such assessments shall be to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the General Common Elements or Limited Common Elements, which sum may include, in addition to the costs set forth in Article 1.6E hereof, among other things, cost of management, taxes, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in the amount of the maximum and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Directors under or by reason of the Declaration, and the payment of any deficit remaining from a previous period, (except for operating deficits incurred by the Developer prior to the Association Date), as well as other costs and expenses relating to the General Common Elements or Limited Common Elements. The Association may levy a Special Assessment on all Owners of the Association. The Association shall vote as provided in Article VIII, Section 2B of the By-Laws for Briarwick Condominiums. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the Owners from the obligation to pay.

6.3 INSURANCE

The Managing Agent or Board of Directors shall obtain and maintain at all times insurance of the type and kind provided herein, and including for such other risks, of a

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similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium buildings, fixtures, equipment and personal property, similarly in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. Additionally, the Association shall carry fidelity insurance as related to the officers and directors of the Association and the Association's administration thereof. The insurance shall be carried in Blanket policy form naming the Association the insured, which policy or policies shall identify the interest of each condominium Unit Owner and which shall provide for a standard, noncontributory mortage clause in favor of each First Mortgagee. It shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee. Said Managing Agent or Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance with any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Further, such policies shall contain provisions requiring that the insurer waive its subrogation rights with respect to asserting any claim it might have against negligent Unit Owners.

6.4 PAYMENT DATE

All Owners shall be obligated to pay the assessments imposed by the Board of Directors or Managing Agent of the Association. Except for insurance premiums, the assessments for insurance premiums shall be based upon that portion of the total premium(s) that the insurance carried on a condominium Unit bears to total coverage. Assessments for the Common Expenses, including insurance, and reserves when established, shall be due monthly in advance on or before the fifteenth day of each month and shall require the imposition and assessment of a late charge of $5.00 for each assessment not paid when due. Contribution for monthly assessments shall be pro rated if the ownership of a condominium Unit commences on a day other than on the first day of the month. Special Assessments shall be due and payable at such time as established by the Board of Directors.

6.5 ALL OWNERS OBLIGATED

No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements, or by abandonment of his Unit.

6.6 LIEN FOR ASSESSMENTS

All sums assessed but unpaid, by any condominium Unit, including interest thereon at ten percent (10%) per annum,

cost of collection and attorneys fees incurred for collection shall constitute a lien on such Unit superior (prior) to all other liens amd emcumbrances, except only for:

(a) Tax and special assessment liens in favor of any governmental body with taxing authority over the Units, and

(b) A First Mortgage or First Deed of Trust of record prior to the delinquency of payment, including all unpaid obligatory sums as may be provided by such encumbrance.

To evidence such lien the Board of Directors or Managing Agent may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium unit and a description of the Condominium Unit. Such a notice shall be signed by one of the Board of Directors or by the Managing Agent and may be recorded in office of the Clerk of Harris County, Texas. Such lien for the Common Expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the lien affecting the defaulting owner's condominium Unit, by the Association, in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to purchase the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same. The lien attaching hereunder may be foreclosed judicially. The acquisition of a Unit shall be deemed the consent of an Owner to such lien, and each Owner shall execute such document as may be reasonably required by the Managing Agent or Board of Directors to evidence this lien. If the Owner refuses, the Managing Agent shall be irrevocably vested with a power of attorney for such non-signing Owner, to execute and deliver such documents to the Association.

In addition to the lien herein imposed, a Vendor's Lien may be retained in each deed from Developer to a Unit in order to secure the payment of all sums due under this Declaration, subordinate, however, as above set forth.

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

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

6.7 ESTOPPEL STATEMENTS

Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Condominium Unit, and upon payment of a reasonable fee as may from time to time be set by the Association, the Association, by its Managing Agent of Board of Directors shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject Unit, the amount of the current monthly assessments and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association for all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within twenty (20) days, all unpaid assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

6.8 LIABILITY

The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon written request, and payment of a reasonable fee as determined by the Association any such prospective grantee shall be entitled to a statement from the Managing Agent or Board of Directors, setting forth the amount of the unpaid assessments, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within twenty (20) days of such request, then such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Unit.

VII.

FINANCING

7.1 RIGHT TO FINANCE

Any Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument, provided that such first deed of trust, mortgage and security agreement shall be subordinate to this Declaration, unless herein specifically provided to the contrary. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium Unit may create a second mortgage on the following conditions: (1) that any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for assessments, and other payments created by this Declaration and by the By-Laws; (2) that the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request to the Association.

7.2 FORECLOSURE

Any First Mortgagee, upon foreclosure of its lien on a Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Unit. Any assessment lien created or claimed under the provisions of this Declaration of Condominium Regime shall be subject and subordinate to the rights of any First Mortgagee of any duly recorded first mortgage upon one or more Units made in good faith and for value. No lien created under the provisions hereof shall in any way defeat, invalidate or impair the rights of any first mortgagee under any such duly recorded First Mortgage unless such mortgage shall expressly subordinate its interest, in writing, to such lien.

7.3 AMENDMENT AFFECTING FINANCING

No amendment to this Declaration of Condominum Regime shall affect the rights of the mortgagee of any such mortgage which is made in good faith and for value; provided that any such mortgage is recorded prior to the recordation of such amendment and written notice of delivery and recordation of such mortgage is given to the Association; provided further that the benefit of this paragraph shall not apply to the mortgagee of any such prior mortgage unless such mortgagee shall either join in the execution of such amendment or shall approve said amendment in writing as a part of said amendment.

7.4 BREACH

No breach of any provision of this Declaration of Condominium Regime shall impair or invalidate any lien of any duly recorded mortgage made in good faith and for value encumbering one or more Units; provided, however, that all the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes contained in this Declaration of Condominium Regime shall be binding upon and effective against any person who acquires title to or any beneficial interest in any Unit by way of foreclosure, or otherwise.

VIII.

DAMAGE, REPLACEMENT AND REPAIR

8.1 POWER OF ATTORNEY

All of the Owners, by the acceptance of any deed or other conveyance of a Unit, irrevocably name, designate, constitute and appoint Briarwick Condominium Owners Association, Inc., a non-profit corporation, or its successor non-profit corporation, if same be hereafter organized, their true and lawful attorney in their name, place, and stead, for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. This power of attorney shall be coupled with an interest and irrevocable. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted.

8.2 DEFINITION OF REPAIRS

Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same conditions in which it existed prior to the damage, with each Unit and the General and Limited Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the Owners and all First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

8.3 RECONSTRUCTION WITH INSURANCE PROCEEDS

In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

8.4 ASSESSMENT IF INSURANCE IS INSUFFICIENT

If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than two-thirds (2/3) of all of the General Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a Common Expense made pro rata according to each Owner's percentage interest in and to the General Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his condominium Unit and may be enforced and collected as is provided in Paragraph 6.6. In addition thereto, the Association as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association, and each Owner by the acceptance of the conveyance of a Unit does hereby grant to the Association the limited power of sale as herein stipulated. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, in following order:

A. For payment of taxes and special assessments liens in favor of any assessing entity;

B. For payment of the balance of the lien of any first mortgage;

C. For payment of unpaid common expenses;

D. For payment of junior liens and encumbrances in order of and to the extent of their priority; and

E. The balance remaining, if any, shall be paid to the Condominium Unit Owner.

8.5 SALE AFTER DESTRUCTION.

If more than two-thirds (2/3) of all of the General Common Elements, not including land, are destroyed or damaged, and if all the Owners of the Units then under construction or completed do not voluntarily, within one hundred and twenty (120) days thereafter, make provision for reconstruction, which plan must have the unanimous approval or consent of every First Mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest (as such interests appear on the policy or policies), and such dividend proceeds shall be paid into separate accounts, each such account representing one of the Condominium Units. Each such account shall be in the name of the Association, and shall further be identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the condominium Unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium Unit Owner's percentage interest in the General Common Elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in this article.

8.6 PLAN FOR RECONSTRUCTION.

Any assessment made in connection with such reconstruction plan shall be a Common Expense and made pro-rata according to each Owner's percentage interest in the General Common Elements and shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The Assessment provided for herein shall be a debt of each Owner and a lien on his condominium Unit and may be enforced and collected as is provided in paragraph 6.6. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. Each Owner by the acceptance of a conveyance of any Unit hereby grants to the Association the limited power of sale herein set forth. The proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in 8.4 hereof.

8.7 OBSOLESCENCE AND REPLACEMENT.

Subject to the approval of all First Mortgagees, the Owners representing an aggregate ownership interest of seventy-five percent (75%) of the Units then under construction or completed, or more, may agree that the General Common Elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, then the expense thereof shall be payable by all of the Owners as Common Expense; provided, however, that any Owner not agreeing to such renewal or reconstruction may give written notice to the Association that such Unit shall be purchased by the Association, for the fair market value thereof. If such Owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "Commencing Date" from which all periods of time mentioned herein shall be measured. Within (10) ten days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) the appraiser who shall be a member of the Houston Real Estate Board. If either party fails to make such a nomination, the appraiser nominated shall within five days after default by the other party appoint and associate with him another appraiser (to be selected from the Houston Real Estate Board). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another appraiser (to be selected from the Houston Real Estate Board), if they can agree on such person. If they are unable to agree upon such third appraiser, then each appraiser previously appointed shall nominate two persons (each of whom shall be a member of the Houston Real Estate Board), and from the names of the four persons so nominated shall be drawn by lot by any judge of any court of record in Texas, and the name so drawn shall be such third appraiser. The nominations from who the third appraiser is to be drawn by lot shall be submitted within ten (10) days the failure of the two appraisers to agree, which in any event shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or in the case of their disagreement, the decision of the third appraiser, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owners. The sale shall be consummated within fifteen (15) days thereafter, and the Association as attorney-in-fact, shall disburse such proceeds as is provided in this article.

8.8 OBSOLESCENCE AND SALE

Subject to the approval of all mortgagees, all of the Owners of the Units then under construction or completed, may agree that the General Common Elements of the property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting for the such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire premises shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Map and

the By-Laws. The sales proceeds shall be apportioned between the Owners on the basis of each Owner's percentage interest in the General Common Elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one condominium Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the apartment and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another, for the purposes and in the same order as is provided in this article.

IX.

OPERATION DURING CONSTRUCTION, ETC.

Notwithstanding any other provision expressly or impliedly to the contrary in this Declaration, the Developer reserves the right to exercise the rights, duties, and functions of the Association, Board of Directors, or managing agent, until management of the Condominium Project has been transferred to the Owners as provided in Article IV, including the exclusive right and power to delegate to others and duties of the manager or managing agent, or both. The compensation or fee to be paid therefor shall be reasonable, and shall be a part of the Common Expenses. At the option of the Developer, at an earlier date, the Developer shall give written notice thereof to the condominium unit owners, at which time the first meeting of the Association members shall be called as indicated earlier, and the powers herein held by the Developer by this Article IX shall be eliminated.

X

PROTECTION OF MORTGAGEE

10.1 NOTICE TO ASSOCIATION.

An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

10.2 NOTICE OF DEFAULT.

The Association shall notify a First Mortgagee in writing, upon request of such Mortgagee, of any default by the Mortgagor in the performance of such Mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

10.3 EXAMINATION OF BOOKS.

The Association shall permit First Mortgagees, the Veterans Administration, Federal Housing Administration, Federal National Mortgage Association and any other similarly secured or guaranteed mortgage agency or authority with an interest in any loan related to the condominium project, to examine the books and records of the Association upon request.

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10.4 RESERVE FUND.

The Association shall establish adequate reserve funds, as herein above provided in Article 6.1, for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary Special Assessments. In addition, there shall be established a working capital fund for the initial operation of the Condominium Project equal to at least two (2) months estimated Common Elements charge for each Unit, with said deposit to be collected at closing of each Unit sale.

10.5 ANNUAL AUDITS.

The Association shall furnish each First Mortgagee on request an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

10.6 NOTICE OF MEETINGS.

The Association shall furnish each First Mortgagee upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgagee to attend such meetings.

10.7 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC.

The prior written approval of each First Mortgagee, and all governmental agencies, if any, purchasing or insuring any indebtedness secured by a lien on a unit herein, shall be required for the following:

(a) Abandonment or termination of BRIARWICK CONDOMINIUMS as a Condominium Regime, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) Any material amendment (including supplemental, annexation or merger) to the Declaration or to the Bylaws of the Association, including, but not limited to, any amendment which would change the percentage interest of Unit Owners in the Common Elements, except as provided for under Paragraph 2.5 hereof; and

(c) The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

10.8 NOTICE OF DAMAGE OR DESTRUCTION.

The Association shall furnish the First Mortgagees timely written notice of any substantial damage or destruction of any Unit if such loss exceeds One Thousand Dollars ($1,000.00) and of any part of the Common Elements and facilities if such loss exceeds Ten Thousand Dollars ($10,000.00).

10.9 MANAGEMENT AGREEMENTS.

Any management agreement and/or service contracts entered into by the Association shall be terminable by the Association without cause upon not more than thirty (30) days written notice, and the term of such management agreement shall not exceed the period of one (1) year, renewable by

agreement of the parties to such agreement for successive one (1) year periods. In the event of the termination of the management agreement, as provided herein, the Association shall enter into a new management agreement with a new management corporation prior to the effective date of the termination of the old management agreement.

10.10 TAXES, ASSESSMENTS AND CHARGES.

All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

10.11 OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS.

Unless all of the First Mortgagees and Owners of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units or as otherwise provided in this Declaration. The Association may sell, convey, or encumber the General Common Elements without obtaining prior written approval of all of the First Mortgagees. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium Project shall not be deemed a transfer within the meaning of this paragraph.

XI.

TERMINATION AND REVOCATION

This Declaration may be revoked and the condominium terminated, only, as provided herein:

(a) if such revocation and termination is approved by all Owners and all mortgagees. Such agreement must be evidenced by an instrument in writing and executed in a manner to provide for the conveyance of the property and as otherwise required by the Association. Such termination shall comply with the requirements set out in Article XI(d) below and shall become effective when the agreement has been recorded in the public records of the County of Harris, State of Texas.

(b) if destruction should occur as indicated herein, and the property is not reconstructed as provided herein, the condominium form of ownership will be terminated and the documents herein will be revoked according to procedures provided by law and at the direction of the Board of Directors.

(c) except as otherwise provided herein, if such termination occurs, the Owners shall own their individual Units as earlier provided, and all Common Elements which are General Elements shall be owned as tenants in common and the Limited Common Elements shall be owned as tenancy-in-common between those who previously shared the Limited Common Elements. Further, the holders of mortgages and liens against the owners properties shall have mortgages and liens respectively according to the undivided tenancy in common interest and the separate interest of the individual Owners. All funds and other property of the Association, including insurance proceeds, if any, shall be held by the Association to be distributed in proportion to the ownership shares after all other claims on said funds are paid as determined in the discretion of the Association. The costs incurred by the Association in connection with the termination and winding up of the condominium ownership shall be borne as a Common Expense.

(d) except as otherwise provided herein, following the termination, if any, of the condominium ownership, the subject property, including General and Limited Common Elements, may be partitioned and sold upon the application by any Owner to a court for such partition agreement. Further, if the Board of Directors determines that a termination of the Declaration and Association, including articles, By-Laws, and minutes, is most advantageous, and if such determination is ratified by the written consent of all the Owners of the Association, then the directors, upon unanimous vote by said directors, may seek out the means, terms, and provisions to seek sale of the condominium property. However, such sale shall not work to the disadvantage of any parties who claim a lien on said property. Further, the determination as to any disposition of the condominium must be approved by all said parties holding mortgages or liens on any condominium unit. If the directors comply with the provision herein for such disposition of property, each Owner shall be bound to execute any documents, including Deed, necessary or required by said directors to conform with their decision as to disposition of the condominium property and appoint the Managing Agent as agent and attorney-in-fact to execute such documents and consummate the sale.

XII.

MISCELLANEOUS

12.1 COMPLIANCE WITH DECLARATION

Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, By-Laws, rules, regulations and resolutions of the Association and any management agreement entered into by the Association as the same may from time to time be in force and effect. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages, attorneys fees, or injunctive relief or both, maintainable by the Association in behalf of the Owners, or by an aggrieved Owner.

12.2 SEVERABILITY

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

12.3 AMENDMENT

Except as permitted herein, none of the provisions of this Declaration shall be amended unless the Owners representing an aggregate ownership interest of seventy-five percent (75%) of the Condominium Units, or more, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded; provided, however, that the foregoing shall not prevent the making of physical changes in the interior of a Unit or Units coming into the possession of a mortgagee by virtue of foreclosure of any first mortgage; and physical changes to and alterations of the Unit or Units owned by virtue of foreclosure of any first mortgage may be made without the consent of the other Owners or mortgagees and this Declaration may be amended without other Owners' or mortgagees' consent, by the Owner acquiring same by such foreclosure, to correspond with such physical changes; provided further, that the percentage of the undivided interest of each Unit Owner in General Common Elements as expressed in this Declaration shall have a permanent character and shall not be altered (except as permitted in Article 2.5 hereof) without the consent of all of the Unit Owners expressed in an amended Declaration duly recorded, and those entities set forth in Article 10.7 hereof.

Developer reserves, and shall have the continuing right until August 1, 1988, without the joinder of Owner or any person or entity (whether or not condominium units have been conveyed) to amend this Declaration or the By-Laws for the purposes set forth in Article 2.5 and for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, and to meet any requirement specified by the Veterans' Administration, Federal Housing Administration, Federal National Mortgage Association and any other similarly secured or guaranteed mortgage agency or authority with an interest in any loan related to the Condominium Project, provided that no such Amendment shall change the stated number of units nor the percentage interest in the Common Elements attributable thereto, nor materially adversely affect the interest of any Owner.

12.4 NOTICE

All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and building address of such Owner. All notices, demands or other notices intended to be served upon the Managing Agent, or the Board of Directors of the Association or the Association shall be sent by ordinary or certified mail, postage prepaid to c/o Bill Palmer, 2425 Fountainview, Suite 100, Houston, Texas 77057, until such address is changed by a notice of address change duly recorded.

12.5 CONSTRUED UNDER LAWS OF TEXAS

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

12.6 WORD CONSTRUCTION

That whenever used herein, unless the context shall otherwise provide, the singular number shall include the

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plural the singular and the use of any gender shall include all genders.

EXECUTED on the date first above written.

BENTLEY HOMES, INC.

BY: Bill Palmer
President

ATTEST:
By: [signature]
Secretary

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Bill Palmer, ______ President of BENTLEY HOMES, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AN SEAL OF OFFICE on this 27th day of July, 1983.

C. Sue Pearson
Notary Public, State of Texas

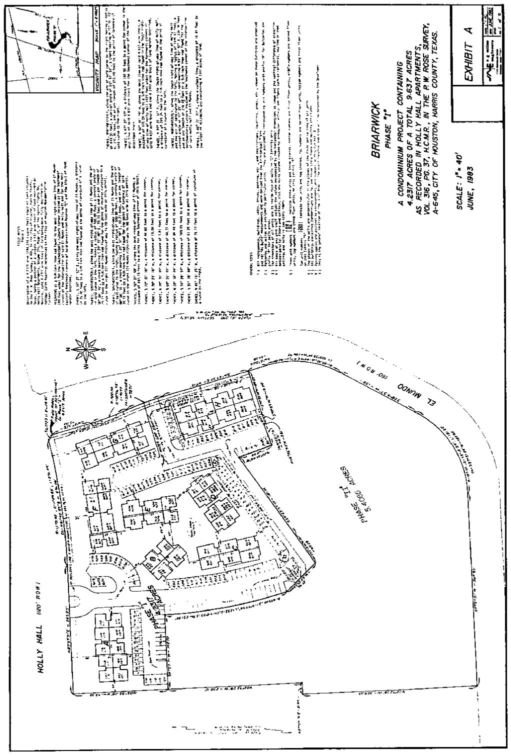
C. SUE PEARSON
Printed Name of Notary

My Commission expires: 12-23-85

Return To:

Paul E. Tapscott
Morris, McCanne, Tinsley & Snowden
2200 West Loop South
Suite 225
Houston, Texas 77027-3577
(713) 627-1520

BRIARWICK



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FIELD NOTES
PHASE I

Description of a 4.2317 acre (184,334 square feet) tract of land situated in the P. W. Rose Survey, A-645, in the City of Houston, Harris County, Texas, being a portion of a certain 9.637 acre tract of land recorded as Holly Hall Apartments, Volume 316, Page 37, of the Harris County Map Records, said 4.2317 acre tract of land being more fully described as follows (with bearings referenced to the City of Houston Monumentation System):

BEGINNING at a 5/8-inch iron rod found in the West right-of-way line of El Mundo (80 feet wide) for the Southeasterly cutback corner located at the Southwest corner of the intersection of said El Mundo and Holly Hall and for the most Easterly Northeast corners of said Unrestricted Reserve "C" and the tract of land herein described;

THENCE, S 16° 27' 50" E, along the West right-of-way line of El Mundo, a distance of 75.00 feet to a 5/8-inch iron rod found at the point of curvature of a curve to the left;

THENCE, SOUTHEASTERLY, along the West right-of-way line of El Mundo and the arc of said curve to the left, having a radius of 500.00 feet, a central angle of 08° 06' 35", a chord bearing S 20° 31' 08" E, 70.71 feet and an arc length of 70.77 feet to a 5/8-inch iron rod found for the point of reverse curvature to a curve to the right (El Mundo right-of-way is 70 feet wide at this point);

THENCE, SOUTHEASTERLY, along the West right-of-way line of El Mundo and the arc of said curve to the right, having a radius of 500.00 feet, a central angle of 08° 06' 35", a chord bearing S 20° 31' 08" E, 70.71 feet, and an arc length of 70.77 feet to a 5/8-inch iron rod found for the point of tangency of said curve to the right (El Mundo right-of-way is 60 feet at this point);

THENCE, S 16° 27' 50" E, along the West right-of-way line of El Mundo, a distance of 167.15 feet to a point for the Southeast corner of this tract;

THENCE, S 73° 32' 10" W, a distance of 84.69 feet to a point for corner;

THENCE, S 70° 23' 16" W, a distance of 19.00 feet to a point for corner;

THENCE, N 19° 36' 45" W, a distance of 3.81 feet to a point for corner;

THENCE, S 69° 25' 11" W, a distance of 44.31 feet to a point for corner;

THENCE, N 20° 34' 49" W, a distance of 64.44 feet to a point for corner;

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THENCE, S 54° 29' 57" W, a distance of 180.05 feet to a point for corner;

THENCE, S 55° 18' 44" W, a distance of 63.29 feet to a point for corner;

THENCE, N 45° 15' 25" W, a distance of 76.13 feet to a point of curvature of a curve to the right;

THENCE, NORTHWESTERLY, along the arc of said curve to the right having a radius of 833.00 feet, a central angle of 15° 57' 52", a chord bearing N 10° 35' 13" W, 231.35 feet, and an arc length of 232.10 feet to the point of tangency of said curve to the right;

THENCE, S 87° 27' 51" W, a distance of 142.00 feet to a point for corner in the West line of said 9.637 acre tract for the Southwest corner of the herein described tract;

THENCE, N 02° 32' 09" W, along the West line a said 9.637 acre tract, a distance of 175.00 feet to a 5/8-inch iron rod found in the South right-of-way line of Holly Hall (120 feet wide) for the Northwest corner of said 9.637 acre tract and the 4.2317 acre tract of land herein described;

THENCE, N 87° 27' 51" E, along the South right-of-way line of Holly Hall, a distance of 245.25 feet to a 5/8-inch iron rod found at the point of curvature of a curve to the left;

THENCE, NORTHEASTERLY, along the South right-of-way line of Holly Hall and the arc of said curve to the left, having a radius of 1178.42 feet, a central angle of 11° 29' 48", a chord bearing N 81° 42' 57" E, 236.06 feet and an arc length of 236.45 feet to a 5/8-inch iron rod found for the Northwesterly cutback corner located at the Southwest corner of the intersection of said Holly Hall and El Mundo;

THENCE, S 60° 22' 11" E, along a cutback line, a distance of 14.41 feet to the POINT OF BEGINNING and containing 4.2317 acres of land.

EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM REGIME

CONDOMINIUM BY-LAWS

OF

BRIARWICK CONDOMINIUMS

ARTICLE I

Section 1. Definitions.

All definitions herein contained shall have the same meanings as set forth in the Declaration of Condominium Regime to which these By-Laws are attached, reference being here made for all purposes. All other definitions are expressly set forth elsewhere in this document.

Section 2. Administration.

Briarwick Condominiums (hereinafter referred to as the "Condominium Project") shall be administered by the association of all of the Owners of Units or by a non-profit corporation incorporated under the laws of the State of Texas, under the name of "Briarwick Condominium Owners Association, Inc." (herein referred to as the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project, the Common Elements and easements appurtenant thereto in accordance with the Declaration of Condominium Regime, to which this Exhibit "B" is attached, these by-laws, the Articles of Incorporation, by-laws and duly adopted rules and regulations of the Association and the laws of the State of Texas.

Section 3. Members and Voting.

Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. Each Unit Owner shall be a member of the Association and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the Association.

B. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.

C. The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners, in accordance with their respective percentages of ownership interest in the Common Elements. Developer may exercise the voting rights with respect to Units owned by it.

D. No Owner shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Owner may only be cast by such Owner or by a proxy

given by such Owner to his duly authorized representative. If title to a Unit shall be in the name of two or more owners, any one of such Owners may vote as the Owner of the Unit at any meeting of the Association and such vote shall be binding on such other Owners who are not present at such meeting until written notice to the contrary has been received by the Association in which case the unanimous action of all such Owners (in person or by proxy) shall be required to cast their vote as Owners. If two or more of such Owners are present at any meeting of the Association then unanimous actions shall also be required to cast their vote as Owners.

E. When a quorum is present at any meeting of the Association, the vote of fifty-one percent (51%) or more of the Units represented and qualified to vote and present in person or proxy at such meeting shall decide any question brought before such meeting, unless the question is one upon which by express provision of any statute, the Declaration of Condominium Regime, the Articles of Incorporation of the Association or these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question. The Owners present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Owners to leave less than a quorum.

F. At all meetings of the Owners cumulative voting shall not be permitted.

ARTICLE II

OFFICES

Section 1. Principal Office.

The principal office of the Association shall be in the City of Houston, Harris County, Texas.

Section 2. Registered Office.

The registered office of the Association required by the Texas Business Corporation Act to be maintained in the State of Texas, may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Place of Meetings.

The meetings of Members of the Association shall be held at Briarwick Condominiums in Houston, Harris County, Texas, with the place of meetings being set by the Board of Directors of the Association. To the extent possible, said meetings shall be held within the boundaries of Briarwick Condominiums.

Section 2. Annual Meeting.

The annual meeting of the Members of the Association, shall be held each year at 7:00 o'clock p.m., Central Standard Time on the third Thursday of the month of March,

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and if such day is a legal holiday, then on the next secular day following at 7:00 o'clock p.m., at which time the Members shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 3. First Meeting.

The first meeting of the Members of the Association shall be held within one hundred twenty (120) days after conveyance by Developer of more than seventy-five percent (75%) in number of the Units in the Condominium Project. Until the first meeting of members, the affairs of the Association shall be managed by the Managing Agent, as set in the Condominium Declaration, or by first Board of Directors named in the Articles of Incorporation of the Association, or their replacements.

Section 4. Special Meeting.

Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by law or by the Articles of Incorporation, may be called by the President, the Board of Directors or one-tenth (1/10th) of all of the Members entitled to vote at the meetings. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the call.

Section 5. Notice of Meetings.

Written or printed notice of all meetings of Members stating the place, day and hour thereof, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be personally served upon or mailed to each Member entitled to vote thereat at the address of the Unit owned by the aforesaid Member, or at any other address, provided that prior written notice of the other address is furnished to the Association at least thirty (30) days in advance of the meetings. If the Owner shall fail to give an address to the Association for the mailing of notices, the address of the Unit owned by the Owner shall be deemed to be the address for the giving of notice.

Section 6. Quorum.

Except as otherwise provided by statute or these by-Laws, the presence in person or by proxy of sixty percent (60%) of the Owners qualified to vote shall consitute a quorum for holding any meeting of the members of the Association. If, however, such quorum shall not be present or represented at any meeting of the Owners, the Owners present in person or represented at any meeting of the Owners, the Owners present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, including the same night if such is reasonable, without notice other than announcement at the meeting, until a quorum shall be present or represented. At the first adjourned meeting the presence in person or by proxy of fifty percent (50%) of the Owners qualified to vote shall constitute a quorum. Should a second or subsequent adjourned meeting be required, the subsequent meeting may be adjourned along the terms as the first adjournment. At the subsequent meeting, the presence in person or by proxy of forty percent (40%) of the Owners qualifed to vote shall constitute a quorum. If a quorum shall be present or represented by proxy at such meeting held in lieu of the

adjourned meeting(s), any business may be transacted at such meeting as originally notified.

Section 7. Organization.

The President shall preside at all meetings of the Members. In his absence a Vice President shall preside. In the absence of all of these officers any Member or the duly appointed proxy of any Member may call the meeting to order and a chairman shall be elected from among the Members present.

The Secretary of the Association shall act as secretary at all meetings of the Members. In his absence an Assistant Secretary shall so act and in the absence of all of these officers the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. Proxies.

At any meeting of the Members every Member entitled to vote thereat shall be entitled to vote in person or by proxy appointed by instrument in writing executed by such Member or by his duly authorized attorney-in-fact. No appointment of a proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless such proxy otherwise provides. A proxy shall be revocable unless expressly provided therein to be irrevocable and unless otherwise made irrevocable by law.

ARTICLE IV

DIRECTORS

Section 1. Number and Qualification.

The property, business and affairs of the Association shall be managed and controlled by a Board of not more than three (3) Directors who shall be elected annually by the Members. Each Member of the Board of Directors of the Association must be a member of the Association with the exception of the first Board of Directors (and any replacement directors selected by Developer prior to the first meeting of the Association) elected or appointed by the Developer or designated in the Articles of Incorporation of the Association. The number of Directors may be increased or decreased but not to a number less than one (1) by amendment of By-Laws. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

Section 2. Election and Term of Office.

The Directors shall be elected at the annual meeting of the Members (except as provided in Section 5 of this Article) and each Director elected shall hold office until the next annual meeting of the Members and until his successor shall be elected and shall qualify or until his death or until he shall resign or be removed in the manner hereinafter provided.

Section 3. Resignation.

Any Director may resign at any time by giving written notice to the President or Secretary. Such resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal.

Any Director may be removed at any time either with or without cause and another person may be elected to serve for *the remainder of his term at any special meeting of the* Members called for the purpose of removal by a vote of a majority of the Owners. In case any vacancy so created shall not be filled by the Members at such meeting, such vacancy may be filled by the Directors as provided in Section 5 of this Article.

Section 5. Vacancies.

If any vacancy shall occur in the Board of Directors such vacancy may, subject to the provisions of Section 4 of this Article, be filled by the affirmative vote of the remaining Directors though less than a quorum of the Board of Directors; provided, however, any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 6. General Powers.

In addition to the powers and authorities expressly conferred upon them by these By-Laws, the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by law or by the Articles of Incorporation or by these By-Laws directed or required to be exercised or done by the Members.

Section 7. Compensation.

Directors as such shall not receive any stated salary for their services, but by resolution of the Board a fixed sum for expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board provided that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE V

MEETING OF DIRECTORS

Section 1. Place of Meetings.

The Directors of the Association shall hold their meetings, both regular and special at Houston, Harris County, Texas. To the extent possible, said meeting shall be held within the boundaries of Briarwick Condominiums.

Section 2. Annual Meeting.

The first meeting of each newly elected Board shall be held at such time and place as shall be fixed by the initial Board of Directors or by the vote of the Members at their annual meeting and no notice of such meeting shall be necessary to the newly elected Directors in order legally to

constitute the meeting, provided a quorum shall be present, or they may meet at such time and place as shall be fixed by the consent in writing of all of the Directors.

Section 3. Regular Meetings.

Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 4. Special Meetings.

Special meetings of the Board may be called by the President on one (1) day notice to each Director given either personally, by mail or by telegram. Special meetings shall be called by the President or Secretary in like manner and like notice on the written request of two (2) Directors. Neither the purpose of nor the business to be transacted at any special meeting of the Board of Directors need to be specified in the notice or waiver of notice of such meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfuly called or convened.

Section 5. Quorum and Action.

At all meetings of the Board the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors at any meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Articles of Incorporation or these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

Section 6. Presumption of Assent to Action.

A Director who is present at a meeting of the Board at which action or any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the secretary of the meeting before the adjourn thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

EXECUTIVE COMMITTEE

Section 1. Membership and Authorities.

The Board of Directors, by resolution adopted by a majority of the whole Board, may designate one (1) or more Directors to constitute an Executive Committee, which Committee to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association, except where action of the full Board of Directors is spe-

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cified by applicable law, but the designation of such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law.

Section 2. Minutes.

The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 3. Vacancies.

The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve, the Executive Committee.

ARTICLE VII

OFFICERS

Section 1. Number.

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose additional Vice Presidents and one or more Assistant Secretaries and/or Assistant Treasurers. One person may hold any two or more of said offices except those of President and Secretary.

Section 2. Election, Term of Office and Qualifications.

The officers of the Association shall be elected by the Board of Directors at its first meeting after each annual meeting of Members. The Board shall elect a President, one or more Vice Presidents, a Secretary and a Treasurer, none of whom need be a member of the Board. Each officer so elected shall hold office until his successor shall have been duly chosen and qualify or until his death or his resignation or removal in the manner hereinafter provided.

Section 3. Subordinate Officers.

The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such term and have such authority and perform such duties as the Board of Directors may delegate to any committee or officer the power to appoint any such subordinate officer or agent.

Section 4. Resignation.

Any officer may resign at any time by giving written notice thereof to the Board of Directors or to the President or Secretary of the Association. Any such resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal.

Any officer elected or appointed by the Board of Directors may be removed by the Board at any time with or without cause by the Board of Directors or by any committee

or superior officer in whom such power of removal may be conferred by the Board of Directors.

Section 6. Vacancies.

A vacancy in any office shall be filled for the unexpired portion of the term by the Board of Directors, but in case of a vacancy occurring in an office filled in accordance with the provisions of Section 3 of this Article, such vacancy may be filled by any committee or superior officer upon whom such power may be conferred by the Board of Directors.

Section 7. The President.

The President shall be the chief executive officer of the Association; the President shall, when present, preside at all meetings of the Members and Directors; shall be ex officio a member of all standing committees, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may sign, with any other proper officer, any contracts and other documents which the Board of Directors has authorized to be executed, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or these By-Laws, to some other officer or agent of the Association.

Section 8. The Vice President.

Vice Presidents shall perform the duties as are given to them by these By-Laws and as may from time to time be assigned to them by the Board of Directors or by the President and may sign, with any other proper officer any documents authorized by the Board of Directors. At the request of the President, or in his absence or diasability, the Vice President designated by the President (or in the absence of such designation, the senior Vice President) shall perform the duties and exercise the powers of the President.

Section 9. The Secretary.

The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the Executive Committee and standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors as required by law or these By-Laws, be custodian of the corporate records and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the Association, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

Section 10. Assistant Secretaries.

The Assistant Secretaries shall perform the duties as are given to them by these By-Laws or as may from time to time

time be assigned to them by the Board of Directors or by the Secretary. At the request of the Secretary, or in his absence or disability, the Assistant Secretary designated by the Secretary (or in the absence of such designation the senior Assistant Secretary) shall perform the duties and exercise the powers of the Secretary.

Section 11. The Treasurer.

The Treasurer shall have the custody and be responsible for all corporate funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

Section 12. Assistant Treasurers.

The Assistant Treasurers shall perform the duties as are given to them by these By-Laws or as may from time to time be assigned to them by the Board of Directors or by the Treasurer. At the request of the Treasurer, or in his absence or disability, the Assistant Treasurer designated by the Treasurer (or in the absence of such designation the senior Assistant Treasurer) shall perform the duties and exercise the powers of the Treasurer.

Section 13. Treasurer's Bond.

If required by the Board of Directors, the Treasurer and any Assistant Treasurer shall give the Association a bond such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association, provided, however, that the cost of the bond shall be paid for by the Association.

Section 14. Management.

As provided in Article IV of the Declaration, the Association shall provide for independent management of the Condominium Project, with the responsibilities of such management being determined by the Board of Directors. Such independent management may jointly manage the Condominium Project and other property. In such event, the Association shall not be required to bear in excess of its pro rata share (based on the ratio that the number of Units in the Condominium Project bears to the number of total units of whatever type so jointly managed) of such independent management expense. Any agreement for independent professional management of the Condominium Project shall provide that the management contract may be terminated without cause within a period of time not exceeding thirty (30) days written notice and the term of any such contract shall not exceed one (1) year. Any officer or stockholder of the

Association or any Owner (or any of their respective affiliates, nominees, employers or companies) may be employed as the independent management so long as the fees paid to such related party are reasonable.

ARTICLE VIII

ASSESSMENTS

Section 1. Expenses.

All costs incurred by the Association, including but not limited to any costs incurred in satisfaction of any liability arising within, caused by or in connection with the Association's operation, maintenance or use of the Condominium Project, costs for insurance, personal property taxes of any tangible personal property of the Condominium Project owned or possessed in common by the Owners, and all other Common Expenses set forth in the Condominium Declaration shall be Association expenses. All sums received by the Association, including but not limited to all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association, shall be Association receipts.

Section 2. Assessments.

A. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Such reserves shall include without limitation an adequate reserve fund for the replacement of the Common Elements. The assessment for such year shall be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium Project in any fiscal year, then the Board of Directors shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.

B. Special assessments, assessments other than those described in Subsection A above, may be made by the Board of Directors of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Condominium Project including, but not limited to, assessments for costs described herein and capital improvements. However, any such special assessment shall not be levied without the prior approval of at least seventy-five percent (75%) of the Owners representing each of the Units in the Condominium Project.

C. Assessments levied by the Association against each Owner pursuant to Subsection A and/or Subsection B above which are expended on capital expenditures, or

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which are set aside in a reserve for future repairs or improvements within the Condominium Project (whether or not such repairs or improvements would otherwise be considered capital in nature pursuant to Section 263 of the Internal Revenue Code of 1954, as amended), shall be treated as capital contributions by such Owners to the Association and shall be shown on the books of the Association as such.

The provisions of this Subsection C may be amended by a majority vote of the Board of Directors of the Association if, in the sole discretion of said Board of Directors, such action is necessary to conform to any change in the Internal Revenue Code of 1954, as amended, or any Treasury Regulation or Ruling promulgated thereunder. Notwithstanding anything contained in this Declaration of Condominium Regime to the contrary, any amendment to this Subsection C duly authorized by the Board of Directors of the Association shall not require the consent of any Owner or mortgagee.

Section 3. Apportionment of Assessments.

All assesssments levied against an Owner to cover expenses of the Association and the Condominium Project shall be apportioned among and paid by the Owners in accordance with the undivided percentage of value assigned to each Unit according to this Declaration of Condominium Regime without increase or decrease for the existence appurtenant to such Unit. Assessments shall be due and payable monthly, except as to the Developer, in such manner as the Association shall determine, commencing on the date of delivery of a deed to a Unit from the Developer to the subsequent Owner. Prior to such conveyance and the Association Date, the Developer shall be obligated to pay for Common Expenses as stated in Article 6.1 of the Declaration. After the Association Date, the Developer shall bear all of the assessments against Units owned by Developer in accordance with the aggregate percentage of value assigned thereto. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessements in default shall bear interest at the rate of ten percent (10%) per annum from the due date until paid. Each Owner shall be, and remain, personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with these By-Laws, and any unpaid assessments with accrued interest thereon owed with respect to a Unit may, at the option of the Association, be collected out of the sale proceeds of such Unit in accordance with Section 18 of the Condominium Act of the State of Texas, under Article 1301a of the Texas Revised Civil Statutes (the "Act"). In addition, to the extent permitted by law, unpaid assessments shall become a lien against the Unit and each deed from Developer may expressly retain a Vendor's Lien to secure the payment of all assessments, subject only to: (i) assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on such Unit; and (ii) amounts due under any mortgage instruments duly recorded. Any First Mortgagee, upon foreclosure of its lien on a Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Unit. Such unpaid assessment lien may be recorded in the Condominium Records of Harris County, Texas, and may be enforced by foreclosure,

and the expenses incurred therefor including interest, costs and attorneys' fees shall be chargeable to the Owner in default. Each Owner, by his acceptance of a deed to a Unit, shall expressly vest in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property as provided in Article 3810 of the Texas Revised Civil Statutes, and such Owner by acceptance of a deed to Unit expressly grants to the Association a power of sale in connection with said lien, and agrees to the creation of (and by the acceptance of deed grants) a Vendor's Lien to secure the payment of the assessments. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Owners. The Association acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder.

Section 4. No Exemption.

No Owner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium Project by waiver of the Use or enjoyment of any of the Common Elements or by the abandonment, sale or other disposition of his Unit.

Section 5. Enforcement.

The Associaton may, in addition to its rights under Article 6.6 of the Declaration, Section 3 hereof, and Section 18 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees shall be chargeable to the Owner in default. The Association may also discontinue the furnishing of any utilities or other services to an Owner in default of his obligations to the Association or other Owners as set forth herein upon seven (7) days written notice to such Owner of its intent to do so. An Owner in default of his obligations to the Association or other Owner as set forth herein shall not be entitled to vote at any meeting of the Association so long as such default is in existence, and such defaulting Owner's name shall be placed in the announcements of the Association or on a bulletin board of the Association.

ARTICLE IX

OWNER ACTION

Without limiting the other legal rights of any Owner or the Association, legal action may be brought by the Association at its sole discretion on behalf of two (2) or more Owners as their respective interest may appear with respect to any cause of action relating to the Common Elements of more than (1) Unit.

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ARTICLE X

INSURANCE

The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workmen's compensation insurance (hereinafter referred to as the "Master Policy"), and shall carry such other and additional insurance as the Board of Directors may deem advisable or necessary in its sole discretion with respect to the Condominium Project, the officers and directors of the Association and the Association's administration thereof, commonly referred to as "fidelity insurance," in accordance with the following provisions:

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

B. All buildings, improvements, personal property of the Condominium Project and other Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable value thereof (based upon replacement cost), excluding the cost of excavations, foundations and footings, as determined annually by the Board of Directors of the Association. The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best efforts to see that the liability insurance carried by the Association shall cover the common elements and shall contain, if available, cross-liability and co-insurance endorsements or appropriate provisions for the benefit of the Owners, individually and as a group, the members of the Board of Directors, and the management company, if any, insuring each insured against liability to each other insured. The Association shall also carry fidelity coverage against dishonest acts on the part of members of the Board of Directors, Owners, the management company, if any, and any other persons (including volunteers, with an appropriate endorsement, if required) handling funds belonging to or administered by the Association. Such fidelity coverage shall be in an amount equal to one and one-half times the estimated annual expenses and reserves of the Association.

C. All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be included

in the Association's budget in accordance with Subsection 2A, Article VIII hereof, except that the amount of increase over such premiums occasioned by the use, misuse, occupancy or abandonment of a Unit or the Common Elements by an Owner shall be assessed only against such Owner.

D. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Owners and their mortgagees (subject to the provisions of these By-Laws, the Declaration of Condominium Regime and the Act) as their interest may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided in Article XI of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction under the Declaration of Condominium Regime and these By-Laws shall be applied to such repair or reconstruction.

E. Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and their mortgagees (subject to the provisions of these By-Laws, the Declaration of Condominium Regime and the Act) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Owner for occurences therein not caused by or connected with the Association's operation, maintenance or use of the Condominium Project.

Nothing herein contained shall require or impose a duty on the Association to maintain insurance on personal items of the Owners of the Units, such personal items to include, but not be limited to, jewelry, furniture, household items, or other personal property; such insurance for personal items shall be the sole and express obligation of each Owner.

ARTICLE XI

RECONSTRUCTION OR REPAIR

Section 1. <u>Damage and Reconstruction</u>.

If less than two-thirds (2/3) of the buildings in the Condominium Project (as determined by the vote or written consent of the majority of the Owners representing each of the Units in the exercise of their sole discretion) shall be damaged by fire or any other casualty, then the buildings in the Condominium Project shall be rebuilt or repaired. If

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more than two-thirds (2/3) of the buildings in the Condominium Project (as determined by the vote or written consent of a majority of the Owners representing each of the Units in the exercise of such discretion) shall be damaged by fire or other casualty, then reconstruction shall not be compulsory without the unanimous consent of each Owner and each mortgagee. In the event that such Owners decide not to reconstruct the Condominium Project, the land (more particularly described on Exhibit "A" of this Declaration of Condominium Regime) shall be sold and such sale proceeds along with any insurance proceeds shall be distributed to each Owner and his mortgagee, as their interests may appear, in accordance with each Owner's percentage of value in the Condominium Project, and in accordance with the Declaration.

Section 2. <u>Reconstruction Guidelines</u>.

Any reconstruction or repair of the building in the Condominium Project or any Unit located therein shall be substantially in accordance with the Declaration of Condominium Regime and the original plans and specifications for the buildings in the Condominium Project unless the Owners and their mortgagees shall unanimously decide otherwise.

Section 3. <u>Owner's Responsibilities</u>.

Each Owner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the Unit. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reonstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse, or the negligence or misuse by his family, tenants, guests, agents, servants, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, but in no event later than sixty (60) days after the date of such damage, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior or an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. Should an Owner fail to maintain or repair the Limited Common Elements within his Unit, then the Association shall have the right to perform such maintenance and repair as it deems necessary for the benifit of the Association, and the costs thereof shall become a Special Assessment against such Unit.

Section 4. <u>Assessments of Damage</u>.

As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium Project for which the Association has insurance coverage (herein-

after referred to as the "Casualty") the Association shall obtain reliable and detailed cost estimates of the following:

A. The cost of restoring all damage caused by the Casualty to the general and limited common elements (hereinafter referred to as the "Common Elements Costs"); and

B. The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Owners by the Association in the following manner:

C. All Owners shall be assessed on the basis of their percentage of value in the Condominium Project as set forth on Exhibit "D" to the Condominium Declaration for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

D. Each Owner of a damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the Numerator of which is his estimated Unit Costs and the Denominator of which is the total of all of the estimated Unit Costs.

If actual costs exceed such estimated costs, then an additional assessment shall be made against the Owners by the Association in the above manner based upon actual costs.

Section 5. <u>Eminent Domain</u>.

In the event of any taking of any Unit in the Condominium Project by eminent domain, or private purchase in lieu thereof, the Association shall give timely written notice of the existence of such proceedings to all First Mortgagees. The Owner of such Unit and his mortgagee shall jointly be entitled to receive the award for such taking and, after acceptance thereof, if such Owner shall vacate his Unit by virtue of such taking, he and his mortgagee shall be divested of all interest in the Condominium Project. If any repair or rebuilding of the remaing portions of the Condominium Project is required as a result of such taking, a majority of the Owners of each of the Units shall determine by vote or written consent whether to rebuild or repair the Condominium Project or to take such other action as such remaining Owners deem appropriate. If part of the General Common Elements are taken hereunder, any award shall be paid to each Unit Owner and his First Mortgagee pro rata in accordance with said Owner's percentage ownership in the project. If no repair or rebuilding shall be required, or shall be undertaken, then the remaining portion of the Condominium Project shall be resurveyed and the Declaration of Condominium Regime and Exhibit "D" shall be amended to reflect such taking and to proportionately readjust the percentages of value assigned to the remaining Owners based upon a continuing value of the Condominium Project of one hundred percent (100%).

ARTICLE XII

MORTGAGES

Section 1. Notice.

Any Owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of such mortgage, give notice to the Association in writing of the name and address of his mortgagee and the amount secured by said mortgage, and the Association shall maintain such information in a book entitled "Mortgages of Units". Said written notice shall be separately maintained by the Association or by a person designated by the Association. Such Owner shall, in the same manner, notify the Association as to release or discharge of any such mortgage.

Section 2. Duties.

The Association shall perform the following duties within a reasonable time after request:

A. The Association shall, at the request of any mortgagee of any Unit, report to such mortgagee any unpaid assessments due from the Owner of such Unit to the Association.

B. The Association shall notify each mortgagee appearing in the book described in Section 1 of this Article XIII of the name of each company insuring the Condominium Project under the Master Policy and the amounts of the coverages thereunder.

C. The Association shall notify each mortgagee appearing in the book described in Section 1 of this Article XIII of any default by any Owner in the performance of such Owner's obligations hereunder which is not cured within thirty (30) days from the date of such default.

ARTICLE XIII

TAXATION

Each Unit shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the building of which such Unit is a part, and independent of the Condominium Project or Common Elements thereof, and each Owner shall be solely responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit. Such payment shall be made prior to the due date of such taxes, municipal claims, charges and assessments.

ARTICLE XIV

AMENDMENT

Subject to the requirements of Article 10.7 of the Declaration, the By-Laws (as opposed to the Declaration of

Condominium Regime of which they are a part) may be amended by the members of the Association from time to time by approval of a majority of the Owners representing each Unit unless otherwise provided herein, or in the Act. Any such amendment may be evidenced by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of a majority of the percentage of values assigned to the Owners in the Condominium Project, and such amendment shall be effective upon its recordation in the Condominium Records of Harris County, Texas. The procedure for proposing amendments hereto shall be set by the Board of Directors.

ARTICLE XV

DEFAULT

Section 1. Compliance.

Failure to comply with the Declaration of Condominium Regime, these By-Laws, the Articles of Incorporation or By-Laws or duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof.

Section 2. Attorneys Fees.

In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding including without limitation reasonable attorneys' fees.

ARTICLE XVI

BOOKS AND RECORDS

The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts of the administration of the Condominium Project which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such books shall be open for inspection by the Owners and their mortgagees during reasonable working hours on weekdays and shall be audited annually be qualified auditors. The cost of such audit shall be an expense of administration of the Condominium Project.

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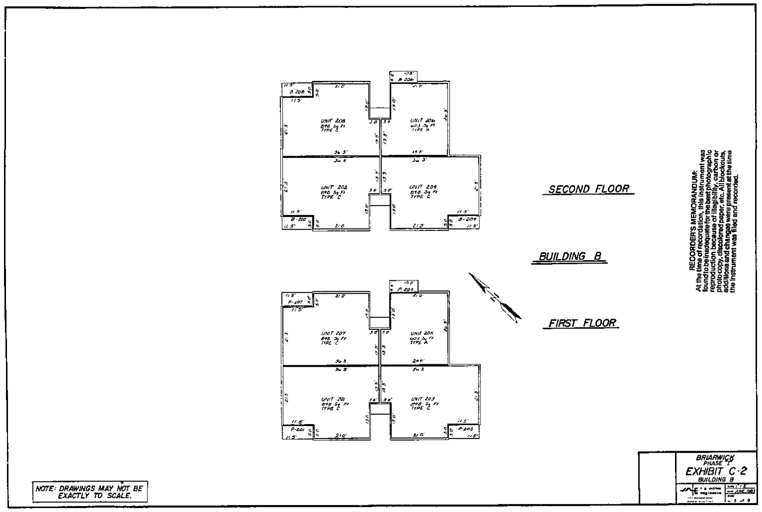

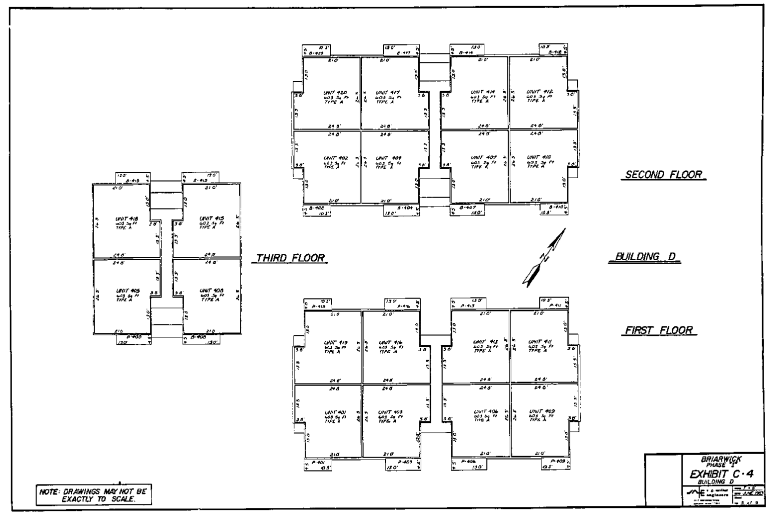

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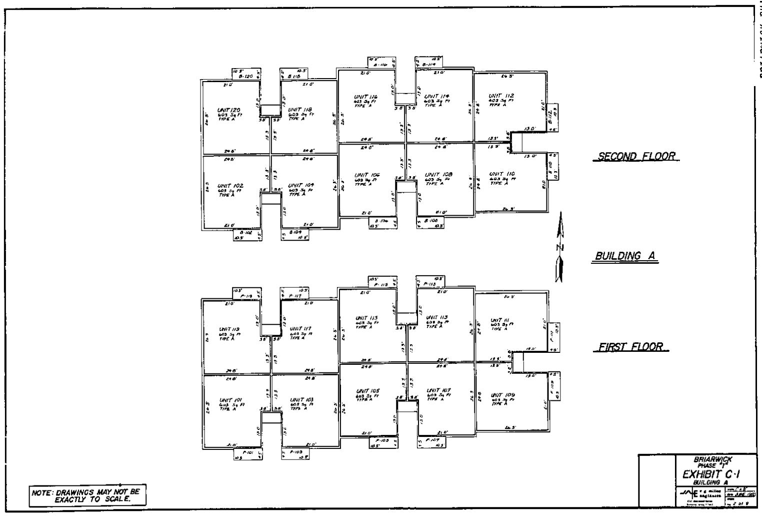

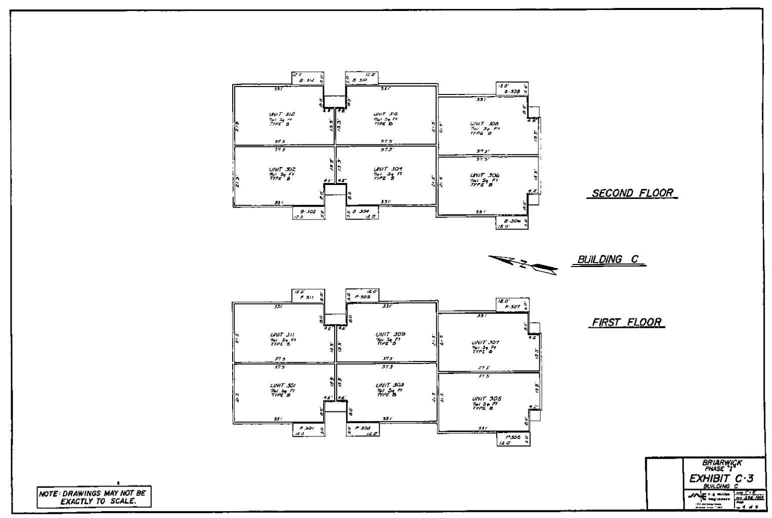

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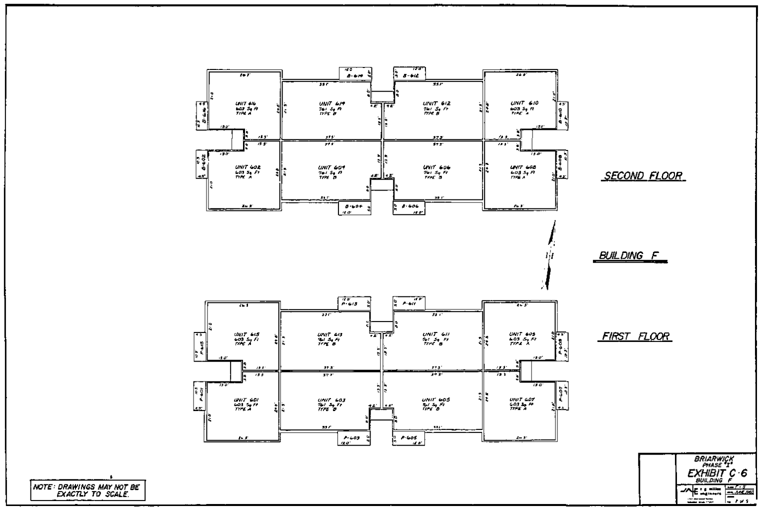

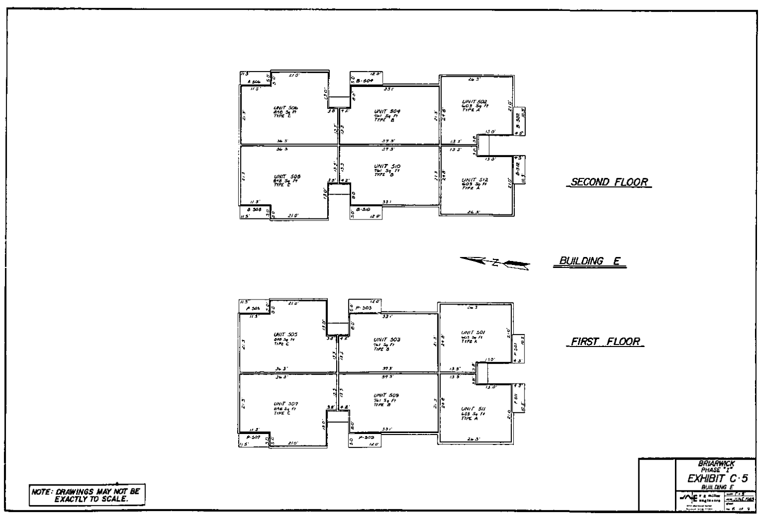

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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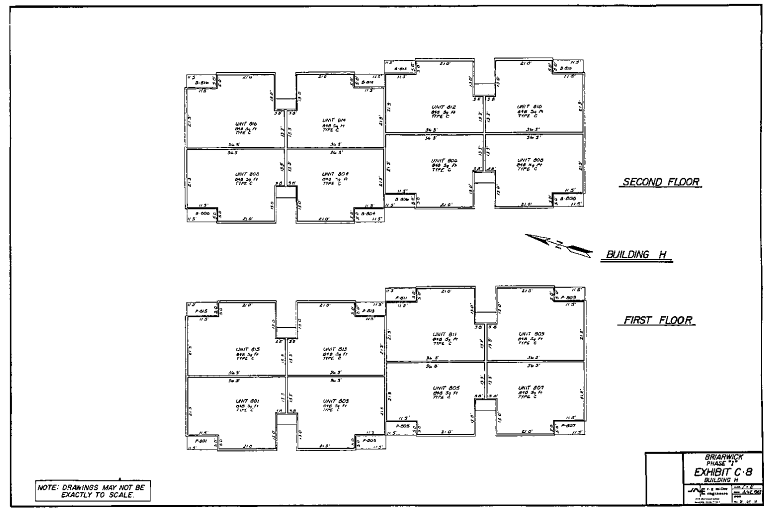

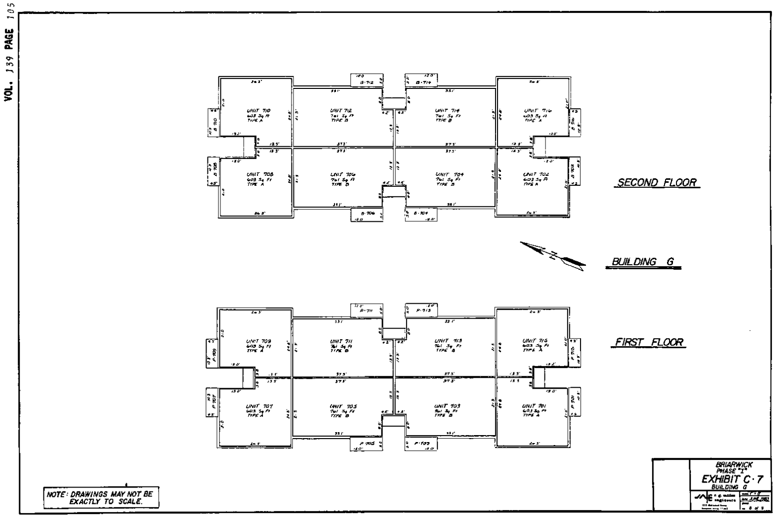

BRIARWICK CONDOMINIUMS

PHASE ONE

UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE OWNERSHIP	TOTAL UNIT TYPES	TOTAL PERCENTAGE
A	603	.732	62	45.375
B	761	.924	48	44.333
C	848	1.029	10	10.292
			120	100.000

EXHIBIT "D"

Description of a 5.4055 acre (235,461 square feet) tract of land situated in the P. W. Rose Survey, A-645, in the City of Houston, Harris County, Texas, being a portion of a certain 9.637 acre tract of land recorded as Holly Hall Apartments, Volume 316, Page 37 of the Harris County Map Records, said 5.4055 acre tract of land being more fully described as follows (with bearings referenced to the City of Houston Monumentation System):

COMMENCING at a 5/8-inch iron rod found in the West right-of-way line of El Mundo (80 feet wide) for the Southeasterly cutback corner located at the Southwest corner of the intersection of said El Mundo and Holly Hall and for the most-Easterly Northeast corners of said Unrestricted Reserve "C" and the tract of land herein described;

THENCE, S 16° 27' 50" E, along the West right-of-way line of El Mundo, a distance of 75.00 feet to a 5/8-inch iron rod found at the point of curvature of a curve to the left;

THENCE, SOUTHEASTERLY, along the West right-of-way line of El Mundo and the arc of said curve to the left, having a radius of 500.00 feet, a central angle of 08° 06' 35", a chord bearing S 20° 31' 08" E, 70.71 feet and an arc length of 70.77 feet to a 5/8-inch iron rod found for the point of reverse curvature to a curve to the right (El Mundo right-of-way is 70 feet at this point);

THENCE, SOUTHEASTERLY, along the West right-of-way line of El Mundo and the arc of said curve to the right, having a radius of 500.00 feet, a central angle of 08° 06' 35", a chord bearing S 20° 31' 08" E, 70.71 feet, and an arc length of 70.77 feet to a 5/8-inch iron rod found for the point of tangency of said curve to the right (El Mundo right-of-way is 60 feet wide at this point);

THENCE, S 16° 27' 50" E, along the West right-of-way line of El Mundo, a distance of 167.15 feet to a point for the Southeast corner of said Holly Hall Apartments, Phase I and the Northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 16° 27' 50" E, along the West right-of-way line of El Mundo, a distance of 35.88 feet to a 5/8-inch iron rod found at the point of curvature of a curve to the right;

THENCE, SOUTHWESTERLY, along the West right-of-way line of El Mundo and the arc of said curve to the right, having a radius of 180.00 feet, a central angle of 44° 42' 47", a chord bearing S 05° 53' 34" W, 136.93 feet, and an arc length of 140.47 feet to a 5/8-inch iron rod found at the point of tangency of said curve;

EXHIBIT "E"

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THENCE, S 28° 14' 57" W, along the West right-of-way line of El Mundo, a distance of 158.11 feet to a 5/8-inch iron rod found at the point of curvature of a curve to the right;

THENCE, SOUTHWESTERLY, along the West right-of-way line of El Mundo and the arc of said curve to the right, having a radius of 185.00 feet, a central angle of 59° 12' 54", a chord bearing S 57° 51' 24" W, 182.80 feet, and an arc length of 191.20 feet to a 5/8-inch iron rod found at the point of tangency of said curve;

THENCE, S 87° 27' 51" W, along the North right-of-way line of El Mundo, a distance of 364.93 feet to a 5/8-inch iron rod found at the Southwest corner of said 9.637 acre tract and the herein described tract;

THENCE, N 02° 32' 09" W, along the West line of said 9.637 acre tract and this tract, a distance of 325.00 feet to a 5/8-inch iron rod found at a point for corner;

THENCE, N 87° 27' 51" E, a distance of 21.95 feet to a 5/8-inch iron rod found at a point for corner;

THENCE, N 02° 32' 09" W, along the West line of said 9.637 acre tract and this tract, a distance of 250.00 feet to a point for the Northwest corner of the herein described tract;

THENCE, N 87° 27' 51" E, a distance of 142.00 feet to a point of curvature of a curve to the left;

THENCE, SOUTHEASTERLY, along the arc of said curve to the left having a radius of 833.00 feet, a central angle of 15° 57' 52", a chord bearing S 10° 35' 13" E, 231.35 feet, and an arc length of 232.10 feet to the point of tangency of said curve to the left;

THENCE, S 45° 15' 25" E, a distance of 76.13 feet to a point for corner;

THENCE, N 55° 18' 44" E, a distance of 63.29 feet to a point for corner;

THENCE, N 54° 29' 57" E, a distance of 180.05 feet to a point for corner;

THENCE, S 20° 34' 49" E, a distance of 64.44 feet to a point for corner;

THENCE, N 69° 25' 11" E, a distance of 44.31 feet to a point for corner;

THENCE, S 19° 36' 45" E, a distance of 3.81 feet to a point for corner;

THENCE, N 70° 23' 16" E, a distance of 19.00 feet to a point for corner;

THENCE, N 73° 32' 10" E, a distance of 84.69 feet to a point in the West right-of-way line of El Mundo for the Northeast corner and POINT OF BEGINNING of this tract containing 5.4055 acres of land.

EXHIBIT "E"

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JOINDER OF LIENHOLDER

The undersigned, Commonwealth Mortgage Corporation being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Declaration of Condominium Regime ("Declaration") and defined as the "Property" in said Declaration, as such mortgagee and lienholder, does hereby consent to and join in said Declaration.

The consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and Units shall hereafter be upon and against each and all of the Units and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Elements, subject to the said Condominium Regime.

SIGNED AND ATTESTED by the undersigned officers of Commonwealth Mortgage Corporation hereto authorized, this the 27th day of July, 1983.

COMMONWEALTH MORTGAGE CORPORATION

BY: ____________________
SR. Vice President

ATTEST:

____
Secretary

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared DANIEL B. KANABY, SR. VICE President of Commonwealth Mortgage Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of July, 1983.

Pat Akin
NOTARY PUBLIC, STATE OF TEXAS

Pat Akin
Printed Name of Notary

My Commission Expires: 11/85

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

SEP 8 1983

COUNTY COURT OF HARRIS COUNTY TEXAS

County Clerk, Harris County, Texas