CONDOMINIUM DECLARATION
THE EDGE-CONDOMINIUM

STATE OF TEXAS }
}
COUNTY OF HARRIS }

This Declaration is made on June 10, 2004, at Houston, Harris County, Texas, by MIDTOWN CONDOMINIUMS, LLC, a Texas limited liability company ("Declarant"), whose mailing address is 7670 Woodway Drive, Suite 120, Houston, Texas 77063.

RECITALS

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located in Houston, Harris County, Texas (the "Property"), more particularly described in Exhibit A, which is attached and incorporated by reference.

2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (TUCA), which is codified in Chapter 82 of the Property Code of the State of Texas.

3. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the project is THE EDGE-CONDOMINIUM OWNERS ASSOCIATION, INC.

4. Declarant intends and desires to establish by this Declaration a plan of ownership for the Project. The plan consists of individual ownership of residential apartment units (the "Unit(s)") and other areas. The Project shall be divided into no more than 93 Units.

5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association is THE EDGE–CONDOMINIUM OWNERS ASSOCIATION, INC.

6. The Units and other areas of the Project are more particularly described in Exhibits B and C, which are attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the "Common Elements"), which is also more particularly described in Exhibits B and C. Exhibits B and C also set forth the allocation to each Unit of (a) a fraction or percentage of undivided interests in the common elements of the condominium, (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein.

7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

ARTICLE 1

DEFINITIONS

Articles

1.01. *Articles* mean the Articles of Incorporation of the Association that are or shall be filed in the Office of the Secretary of State of the State of Texas.

Association

1.02. *Association* means THE EDGE–CONDOMINIUM OWNERS ASSOCIATION, INC., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners in the Project.

Board

1.03. *Board* means the Board of Directors of the Association.

Bylaws

1.04. *Bylaws* mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

Condominium

1.05. *Condominium* means the separate ownership of single units in a multiple-unit structure or structures with common elements.

Common Elements

1.06. *Common Elements* mean all elements of the Project except the separately owned Units, and includes both general and limited common elements.

Declarant

1.07. *Declarant* means MIDTOWN CONDOMINIUMS, LLC, its successors and assigns.

Declaration

1.08. *Declaration* means this Declaration document and all that it contains.

General Common Elements

1.09. *General Common Elements* mean all the Common Elements except the Limited Common Elements.

Governing Instruments

1.10. *Governing Instruments* mean the Declaration, and the Articles of Incorporation and Bylaws of the Association.

Limited Common Elements

1.11. *Limited Common Elements* mean those listed in Section 92.052(2) and (4) of the Texas Property Code at the time of this Declaration.

Manager

1.12. *Manager* means the person or corporation, if any, appointed by the Board to manage the Project.

Owner(s)

1.13. *Owner(s)* means any person that owns a Unit within the Project.

Person

1.144. *Person* means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

Project

1.15. *Project* means the entire parcel or the Property described in Exhibit A, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium.

Rules

1.16. *Rules* mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

Unit

1.17. *Unit* means a physical portion of the condominium designated by Exhibits B and C for separate ownership and occupancy.

ARTICLE 2

THE PROPERTY

Property Subject to Declaration

2.01. All the real property described in Exhibit A to this Declaration, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property (referred to as the "Property") shall be subject to this Declaration.

Exclusive Ownership and Possession

2.02. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors, ceilings, and the exterior surfaces of balconies and terraces. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit.

Common Elements

2.03. Each Owner shall be entitled to an undivided interest in the Common Elements described in Exhibit D in the percentage expressed in Exhibit D. The percentage of the undivided interest of each Owner in the Common Elements, as expressed in Exhibit D, shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.

Limited Common Elements

2.04. The Limited Common Elements are reserved for the exclusive use of the Owners of the Units to which they are appurtenant.

Partition of Common Elements

2.05. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

Nonexclusive Easements

2.06. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

Other Easements

2.07. The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

Easements for Maintenance of Encroachments

2.08. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

ARTICLE 3

UNIT OWNERS ASSOCIATION

Association

3.01. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name THE EDGE-CONDOMINIUM OWNERS ASSOCIATION, INC., is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws.

Membership

3.02. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

Voting Rights

3.03. Voting shall be on a unit basis. The Owner of each Unit is entitled to one (1) vote. If a Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

Membership Meetings

3.04. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

General Powers and Authority

3.05. The Association shall have all of the powers allowed by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.

(b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.

(d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:

> (i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.
>
> (ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.
>
> (iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.
>
> (iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

(e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

(f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense, unless negligence of Owner caused the reason for entry.

Board of Directors and Officers of the Association

3.06. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers, which shall include a President, Treasurer, Secretary, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

Duties of the Association

3.07. In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

(a) Operation and maintenance of the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(b) Acquisition of and payment from the maintenance fund for the following:

(i) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units.

(ii) A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Units and Common Elements payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.

(iii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than $1,000,000.00 for any one person injured, $2,000,000.00 for any one accident, and $10,000,000.00 for property damage. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser amounts than those set forth in this Paragraph. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

(iv) A policy or policies of Directors and Officers coverage for the Association. Directors and Officers shall not be liable for errors in judgment in carrying out the business of the Association.

(v) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(vi) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.

(vii) Legal, management, and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.

(c) Preparation and distribution, on a regular basis, of financial statements to the Owners in accordance with the following:

(i) A pro forma operating statement for each fiscal year shall be distributed not later than the 1st day of March each year.

(ii) A balance sheet, as of an accounting date that is the last day of the accounting period closest in time to six months from the date of closing of the first sale of an Unit in the Project, and an operating statement for the period from the date of the first closing to the accounting date shall be distributed within 60 days after the accounting date.

(d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:

(i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.

(ii) Minutes of proceedings of Owners, Board of Directors, and Committees to which any authority of the Board of Directors has been delegated.

(iii) Record of the names and addresses of all Owners with voting rights.

(iv) Plans and specifications used to construct the Project.

(v) The condominium information statement given to all Owners by the Declarant before sale.

(vi) Voting records, proxies, and correspondence relating to declaration amendments.

(e) Arrangement for an annual independent auditor examination of all books and records of the Association.

Declarant's Control Period

3.08. Declarant shall have the power to appoint and remove officers and members of the Board until one hundred eighty (180) days after Declarant has conveyed seventy-five (75) percent of the Units in the Project to Owners other than Declarant, provided, however, that, not later than the one hundred eightieth (180th) day after Declarant's conveyance of fifty (50) percent of the Units to Owners other than a Declarant, not less than one third of the Board members must be elected by Owners other than Declarant.

3.09. Declarant reserves to itself the following powers:

(a) The right to add real property to a condominium.
(b) The right to create units, common elements, or limited common elements.
(c) The right to subdivide or convert units into common elements or limited common elements.
(d) The right to withdraw real property from a condominium.
(e) Complete improvements indicated on plats and plans filed with the declaration.
(f) Exercise any development right.
(g) Make the condominium part of a larger condominium or a planned community.
(h) Maintain sales, management, and leasing offices, signs advertising the condominium, and models.
(i) Appoint or remove any officer or board member of the association during any declarant control period.
(j) Use easements through the common elements for the purpose of making improvements within the condominium or within property that may be added to the condominium.

Powers and Duties of the Board of Directors

3.10. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:

(a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.

(b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.

(c) Contracting for casualty, liability, and other insurance on behalf of the Association.

(d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.

(e) Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.

(f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.

(g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.

(h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.

(i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

Limitations on Powers of Board of Directors

3.11. Notwithstanding the powers set forth in Paragraph 3.08 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in the Owners:

(a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of more than two (2) years' duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of 5 percent of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

ARTICLE 4

ASSESSMENTS

Covenant to Pay

4.01. The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance fund and/or a replacement reserve

Payment of Assessments on Conveyance of Unit

4.07. On the sale or conveyance of an Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.

(b) Amounts due under mortgage instruments duly recorded.

Lien and Foreclosure for Delinquent Assessments

4.08. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.

ARTICLE 5

RESTRICTIONS AND COVENANTS

General Restrictions on Use

5.01. The right of an Owner and the Owner's guests, family or tenants to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

(a) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that the Unit is not used for transient or hotel purposes, that the entire Unit is rented and not just one or more rooms, that the term of the lease is for a period of at least sixty (60) days and is subject to the Association's Governing Instruments and Rules, and that formal applications and acceptances will be made to and received fromt eh Board on all tenants prior to occupancy.

(b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.

(c) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No

Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, or other flammable liquids shall be stored in the Common Elements or in any Unit.

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board, except a sign advertising the property for sale, not exceeding 32 square inches. Any such sign must be in accord with Association Rules and Regulations.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the Rules and Regulations Section 10.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.

(h) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt such Rules.

(i) No Owner shall park any automobile or other motor vehicle in the Common Elements except in a space designated for the Owner by the Board.

(j) All backings of curtains, drapes, blinds or other window and door coverings facing outside must <u>only</u> be white in color.

Maintenance

5.02. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to the Owner's Unit.

Damage Liability

5.03. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, guests, or tenants.

Exemption

5.04. Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but it not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction activity.

ARTICLE 6

DAMAGE OR DESTRUCTION

Application of Insurance Proceeds

6.01. (a) If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 6.01(b) of this Declaration, shall be applied to reconstruct the Project

.

(b) Reconstruction shall not be compulsory if at least 80 percent of the vote of the Owners, which shall include the vote of each Owner of a unit or assigned limited common element that will not be rebuilt or repaired, is cast not to rebuild. If the Owners so vote to not rebuild any Unit, that Unit's allocated interests shall be automatically reallocated on the vote as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to Exhibit D of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit D of this Declaration.

Insufficient Insurance Proceeds

6.02. When reconstruction is required by the terms of Article 6.01 of this Declaration, but the insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds and reserves shall be considered a common expense that is subject to the Association's lien rights.

Obtaining Bids for Reconstruction

6.03. If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided by this Article 6.03. At such meeting, the Owners may, by a vote of not less than sixty-seven (67) percent of the votes present, elect to reject all of the bids or, by not less than fifty-one (51) percent of the votes present, elect to reject all the bids requiring amounts more than five hundred dollars ($500) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

ARTICLE 7

RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

(a) Should any of the Association's Governing Instruments provide for a ``right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to the following:

(i) To exercise the power of sale, foreclose, or take title to an Unit pursuant to the remedies provided in the deed of trust.

(ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.

(iii) To interfere with a subsequent sale or lease of an Unit so acquired by the beneficiary.

(b) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.

(c) Any beneficiary under a first deed of trust who obtains title to an Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

(d) Unless at least two thirds (2/3) of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned) or Owners other than Declarant , give their prior written approval, the Association shall not be entitled to the following:

(i) By act or omission, to seek to abandon or terminate the Project.

(ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:

(A) Levying assessments or charges.

(B) Allocating distributions of hazard insurance proceeds or condemnation awards.

(C) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.

(iii) To partition or subdivide any Unit.

(iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

(v) In case of loss to an Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

(e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.

(f) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to an Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

(g) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8

GENERAL PROVISIONS

Amendment

8.01. (a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven (67) percent of the ownership interests in the Project. Provided, however, until such time as Declarant has sold a Unit, Declarant may amend these Declarations from time to time.

(b) An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.

(c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Harris County, Texas.

Nonwaiver of Remedies

8.02. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

Severability

8.03. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

Binding

8.04. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

Interpretation

8.05. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

Limitation of Liability

8.06. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

Fair Housing

8.07. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, or national origin.

Notices

8.08. (a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given with when delivered personally at the appropriate address set forth in Article 8.08(b) of this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 8.08(b) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice all Owners. Notices to the Manager shall be addressed to the address designated by the Manager. Notices to Declarant shall be addressed to 7670 Woodway Drive, Suite 120, Houston, Texas 77063.

Number, Gender, and Headings

8.09. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

DECLARANT:

MIDTOWN CONDOMINIUMS, LLC

By:________________________
John S. Tuschman
Managing Member of MIDTOWN CONDOMINIUMS, LLC
A Texas Limited Liability Company

ACKNOWLEDGMENT

STATE OF TEXAS }
}
COUNTY OF HARRIS }

This instrument was acknowledged before me on Oct. 28 2004, by JOHN S. TUSCHMAN in the capacity stated.

NELIA S. MAURICIO
MY COMMISSION EXPIRES
August 24, 2008

Nelia S. Mauricio
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

1.0761 acres (46,875 square feet) of land, being of all of Lots 1,2,3,4,5,6,7,12 and a portion of Lots 8 and 11, all in Block 6 of West End Addition, recorded in Volume 75, Page 25 of the Map Records of Harris County, Texas, being all of Parcel One, Parcel Two, Parcel Three and Parcel Four conveyed to Sloan B. Blair, Trustee by deed recorded in the Official Public Records of Real Property of Harris County , Texas under County Clerk's File number J837575 and that certain called 7,812.5 square feet conveyed to Sloan B. Blair, trustee by deed recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File number R688907; said 1.0761 acres being more particularly described by metes and bounds as follows:

BEGINNING at a R.R. Spike found at the intersection of the northeasterly right-of-way line of Pierce Avenue (based on a width of 80.00 feet) with the northwesterly right-of-way line of Bagby Street (based on a width of 80.00 feet);

Thence, N 45°00'00" W, with the northeasterly right-of-way line of Pierce Avenue, a distance of 250.00 feet to a P.K. Nail found in the southeasterly right-of-way line of Baldwin Street, (based on a width of 80.00 feet) from which a found R.R. Spike bears S 62°48'37" W, a distance of 0.67 feet;

Thence, N 45°00'00" E, with the southeasterly right-of-way line of Baldwin Street, a distance of 250.00 feet to a 5/8 inch iron rod with cap found in the southwesterly right-of-way line of Calhoun Avenue (based on a width of 80.00 feet);

Thence, S 45°00'00" E, with the southwesterly right-of-way line of Calhoun Avenue, a distance of 125.00 feet to the north corner of that certain tract of land conveyed to Sam Houston Area Council, Inc., as described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number 0890430, from which a found 5/8 inch iron rod bears S 13°33'42" W, a distance of 0.21 feet;

Thence, S 45°00'00" W, with the northwesterly line of that certain tract conveyed to Sam Houston Area Council, Inc., a distance of 125.00 feet to a 5/8 inch iron rod with cap found for corner;

Thence, S 45°00'00' E, with the southwesterly line of that certain tract conveyed to Sam Houston Area Council, Inc., a distance of 125.00 feet to a 5/8 inch iron rod with cap found in the northwesterly right-of-way line of Bagby Street, from which a found 1/2 inch iron rod bears S 26°15'10" W, a distance of 2.18 feet;

Thence, S 45°00'00" W, with the northwesterly right-of-way line of Bagby Street, a distance of 125.00 feet to the POINT OF BEGINNING and containing 1.0761 acres (46,875 square feet) of land.

The above tract in November, 2004 has been changed, whereby its SE 125 x 125 feet fronting Bagby and Pierce Streets, same being 15,609 square feet (0.3583 acres), out of the Edge Subdivision, Section 1, being a replat filed September 8, 2004 as film code number 565203 of the Map Records of Harris County, Texas, has been exchanged for the same sized tract fronting St. Joseph Parkway and Bagby Streets, same being 15,609 square feet (0.3583 acres), described as Lots 9 and 10 and a portion of Lots 8 and 11, Block 6, of West End Addition, as recorded in Vol. 75, Page 25 of the Deed Records, Harris County, Texas.

EXHIBIT B

UNIT	UNIT TYPE	UNIT AREA	AREA LESS BALCONY	%
301	B2	1,010	110,016	0.918%
302	D5	1,363	110,016	1.239%
303	A2	958	110,016	0.871%
304	D6	1,151	110,016	1.046%
305	A3	958	110,016	0.871%
306	D7	1,151	110,016	1.046%
307	B3	1,277	110,016	1.161%
308	D8	1,151	110,016	1.046%
309	D12	1,220	110,016	1.109%
310	D9	1,151	110,016	1.046%
311	D11	1,225	110,016	1.113%
312	D10	1,363	110,016	1.239%
314	A4	851	110,016	0.774%
315	B1	1,070	110,016	0.973%
316	D4	1,240	110,016	1.127%
317	A1	874	110,016	0.794%
318	D3	1,240	110,016	1.127%
319	D13	1,073	110,016	0.975%
320	D2	1,240	110,016	1.127%
321	C2	1,175	110,016	1.068%
322	D1	1,240	110,016	1.127%
323	C1	1,080	110,016	0.982%
324	E2	1,302	110,016	1.183%
326	E1	1,302	110,016	1.183%

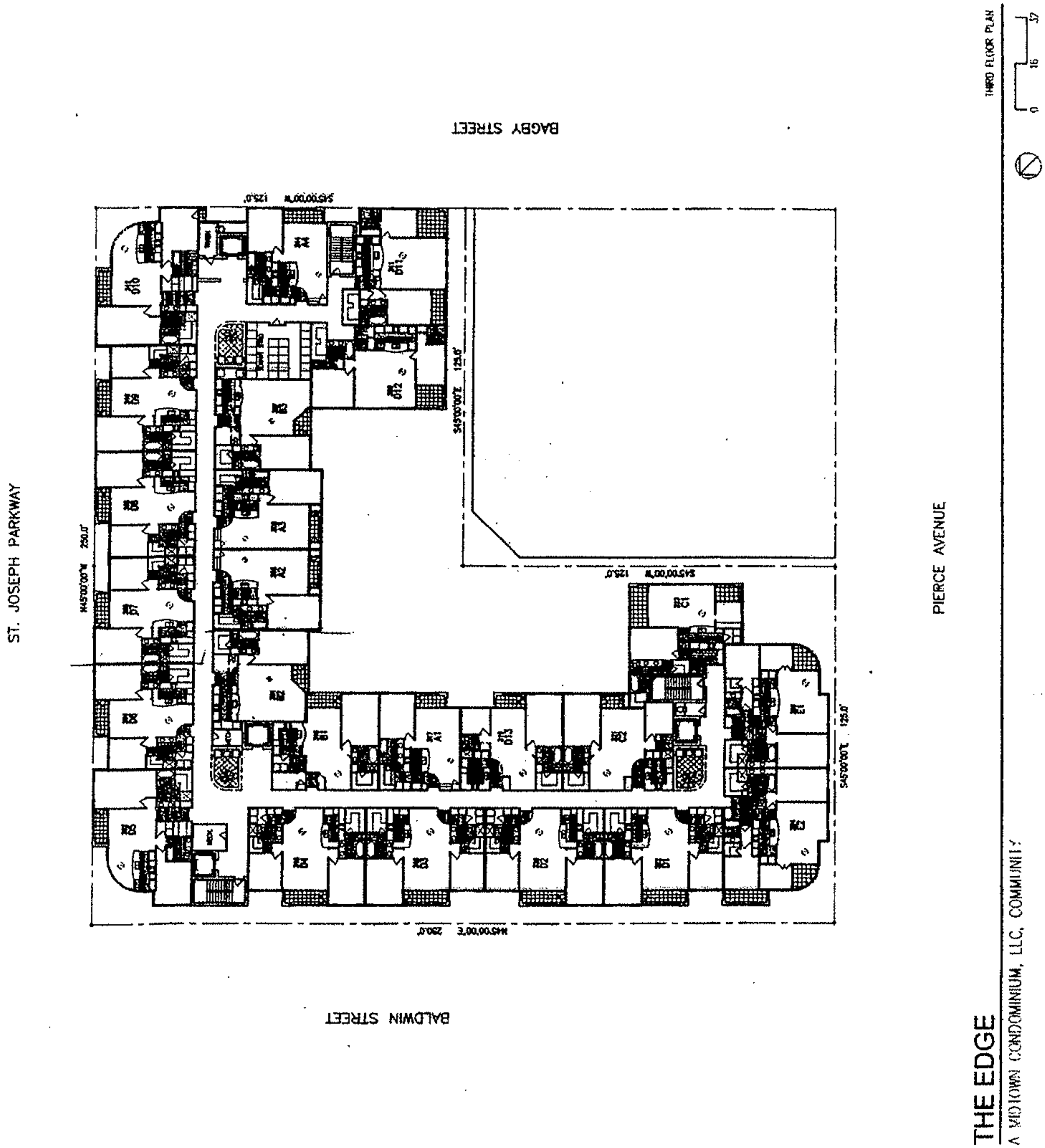
UNIT	UNIT TYPE	UNIT AREA	AREA LESS BALCONY	%
401	B2	1,010	110,016	0.918%
402	D5	1,363	110,016	1.239%
403	A2	958	110,016	0.871%
404	D6	1,151	110,016	1.046%
405	A3	958	110,016	0.871%
406	D7	1,151	110,016	1.046%
407	B3	1,277	110,016	1.161%
408	D8	1,151	110,016	1.046%
409	D12	1,220	110,016	1.109%
410	D9	1,151	110,016	1.046%
411	D11	1,225	110,016	1.113%
412	D10	1,363	110,016	1.239%
414	A4	851	110,016	0.774%
415	B1	1,070	110,016	0.973%
416	D4	1,240	110,016	1.127%
417	A1	874	110,016	0.794%
418	D3	1,240	110,016	1.127%
419	D13	1,073	110,016	0.975%
420	D2	1,240	110,016	1.127%
421	C2	1,175	110,016	1.068%
422	D1	1,240	110,016	1.127%
423	C1	1,080	110,016	0.982%
424	E2	1,302	110,016	1.183%
426	E1	1,302	110,016	1.183%

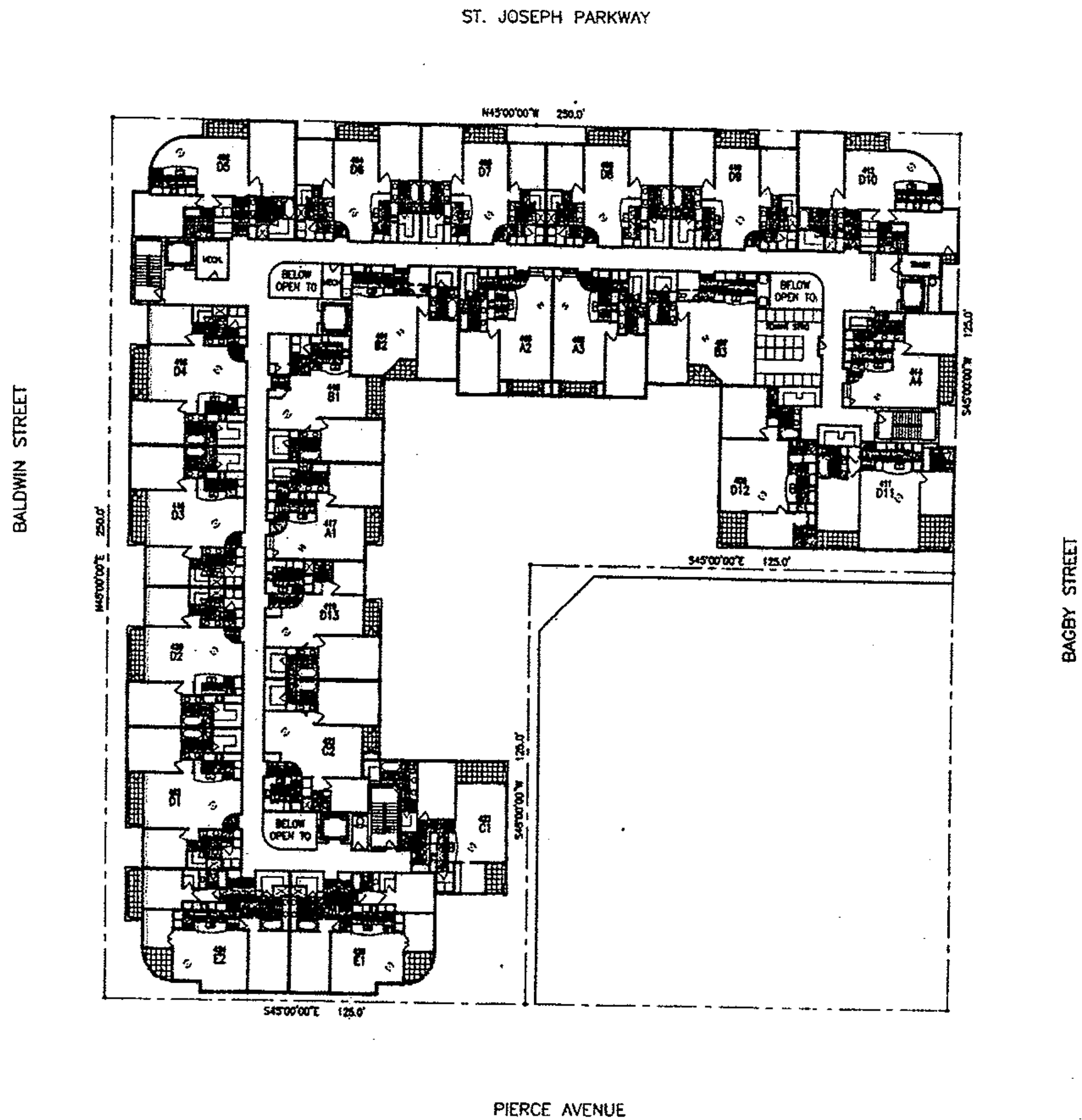
UNIT	UNIT TYPE	UNIT AREA	AREA LESS BALCONY	%
501	B2	1,010	110,016	0.918%
502	D5	1,363	110,016	1 239%
503	A2	958	110,016	0.871%
504	D6	1,151	110,016	1 046%
505	A3	958	110,016	0.871%
506	D7	1.151	110,016	1.046%
507	B3	1,277	110,016	1.161%
508	D8	1,151	110,016	1.046%
509	D12	1,220	110,016	1.109%
510	D9	1,151	110,016	1.046%
511	D11	1,225	110,016	1.113%
512	D10	1,363	110,016	1.239%
514	A4	851	110,016	0.774%
515	B1	1,070	110,016	0 973%
516	D4	1,240	110,016	1.127%
517	A1	874	110,016	0.794%
518	D3	1,240	110,016	1.127%
519	D13	1,073	110,016	0.975%
520	D2	1,240	110,016	1.127%
521	C2	1,175	110,016	1.068%
522	D1	1,240	110,016	1.127%
523	C1	1,080	110,016	0.982%
524	E2	1,302	110,016	1.183%
526	E1	1,302	110,016	1.183%

UNIT	UNIT TYPE	UNIT AREA	AREA LESS BALCONY	%
601	F2	2,021	110,016	1.837%
602	D5	1,363	110,016	1.239%
603	F3	2,021	110,016	1.837%
604	D6	1,151	110,016	1.046%
606	D7	1.151	110,016	1.046%
608	D8	1,151	110,016	1.046%
609	D12	1,220	110,016	1.109%
610	D9	1.151	110,016	1.046%
611	D11	1,225	110,016	1.113%
612	D10	1,363	110,016	1.239%
614	A4	851	110,016	0.774%
616	D4	1,240	110,016	1.127%
617	F1	1,839	110,016	1.672%
618	D3	1.240	110,016	1.127%
619	D13	1,073	110,016	0.975%
620	D2	1,240	110,016	1.127%
621	C2	1,176	110,016	1.068%
622	D1	1,240	110,016	1.127%
623	C1	1,080	110,016	0.982%
624	E2	1,302	110,016	1.183%
626	E1	1,302	110,016	1.183%

100.000 %

EXHIBIT C


BAGBY STREET
ST. JOSEPH PARKWAY
PIERCE AVENUE
BALDWIN STREET
THIRD FLOOR PLAN
THE EDGE
A MIDTOWN CONDOMINIUM, LLC, COMMUNITY



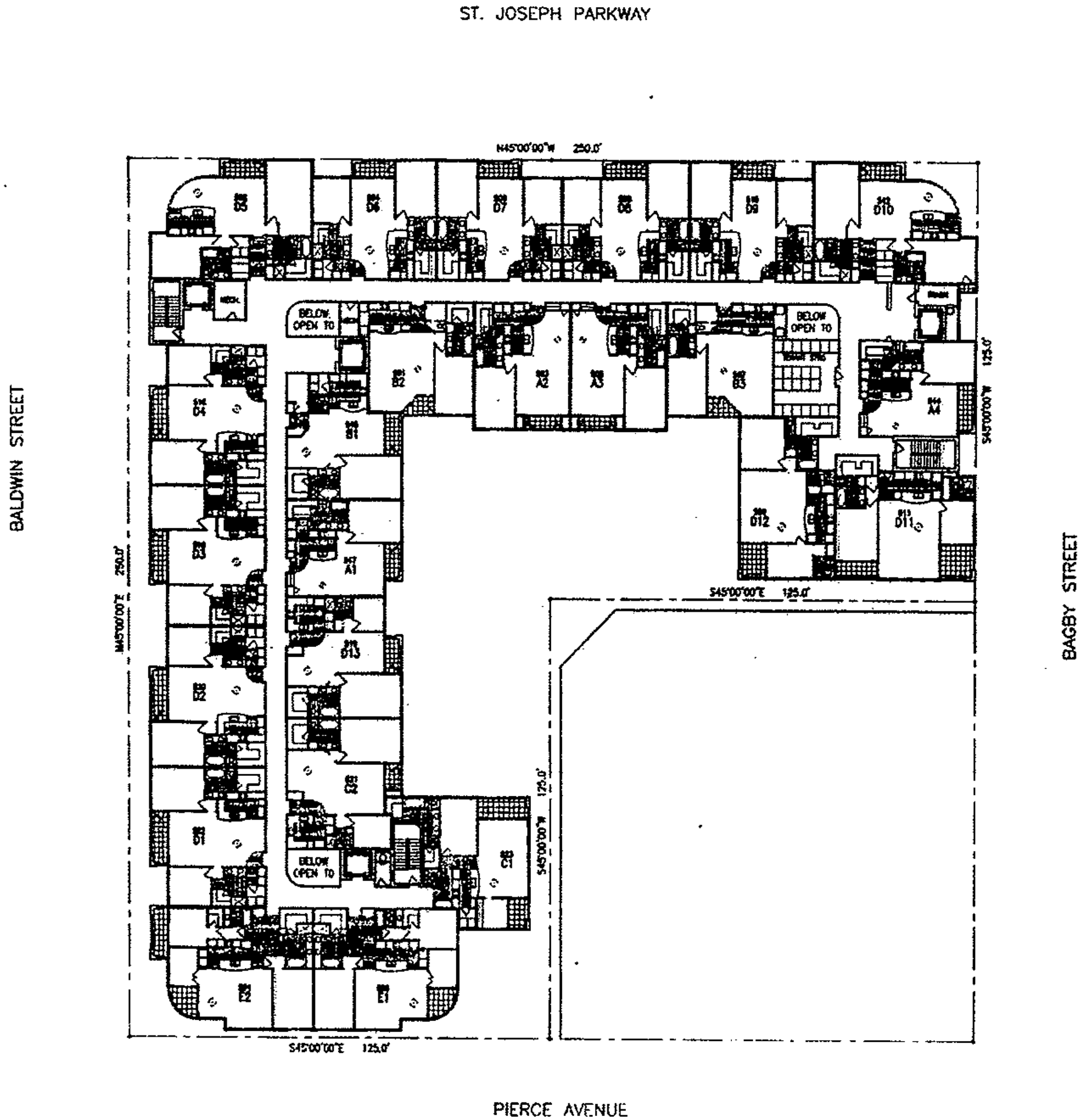
THE EDGE

A MIDTOWN CONDOMINIUM, LLC, COMMUNITY

FOURTH FLOOR PLAN

0 16 32

MCS
MITCHELL CARLSON STONE, INC.

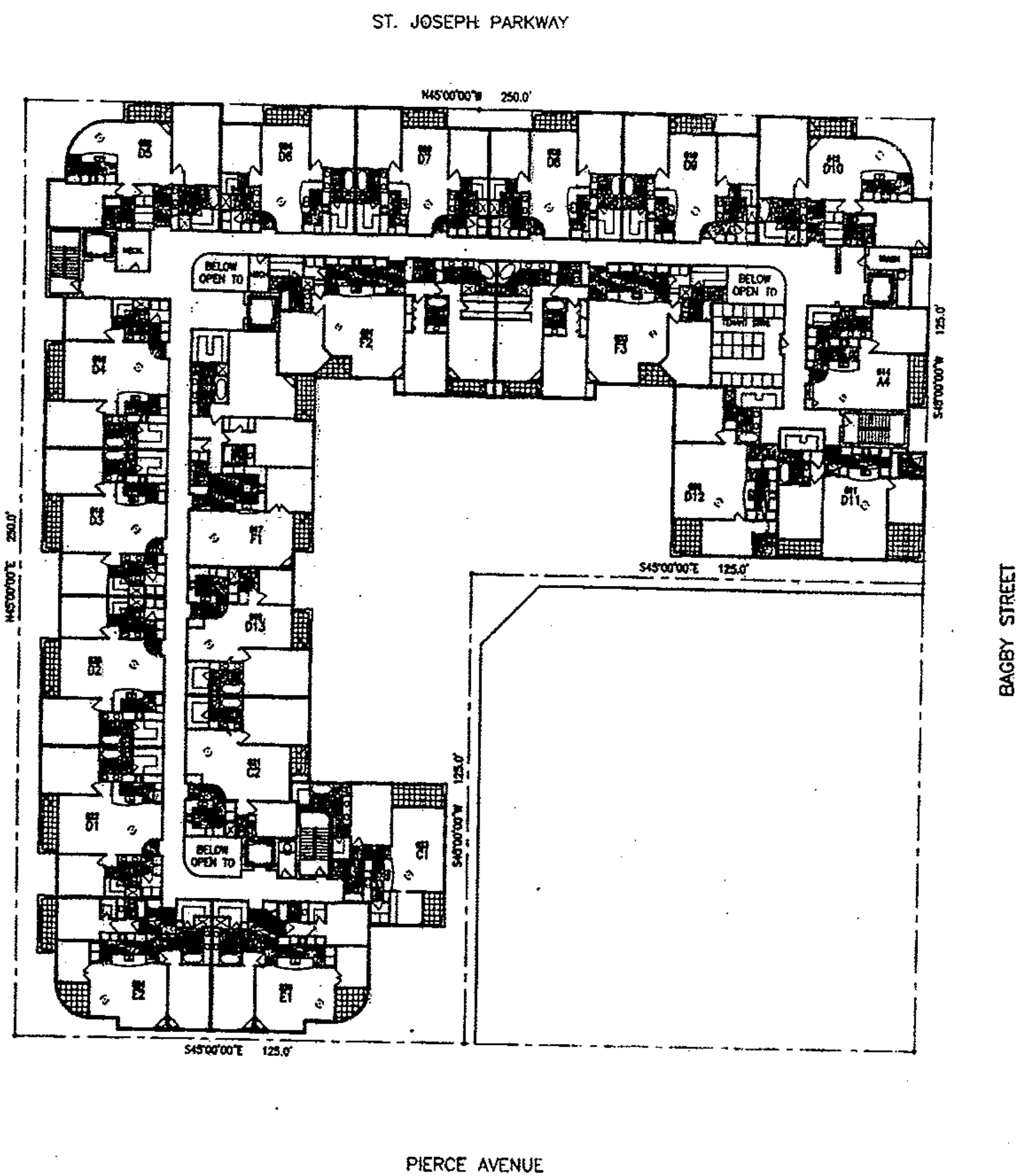


THE EDGE

[illegible]

[illegible] FLOOR PLAN

MCS
MITCHELL CARLSON



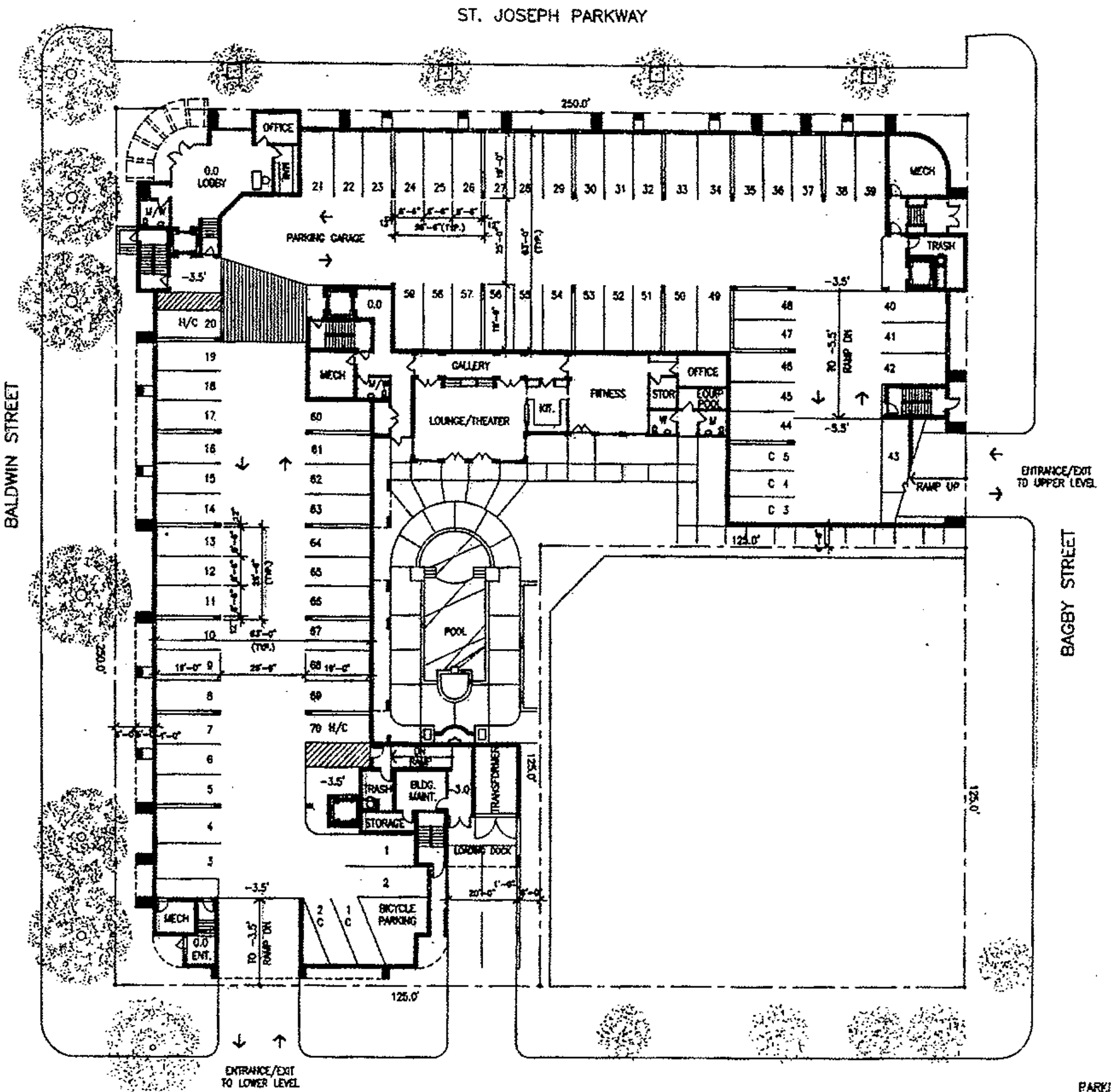
THE EDGE

A MIDTOWN CONDOMINIUM, LLC, COMMUNITY

SIXTH FLOOR PLAN

0 16 32

MCS MITCHELL CARLSON STATON INC.



PARKING
STANDARD STALLS 70
COMPACT STALLS 5
TOTAL 75

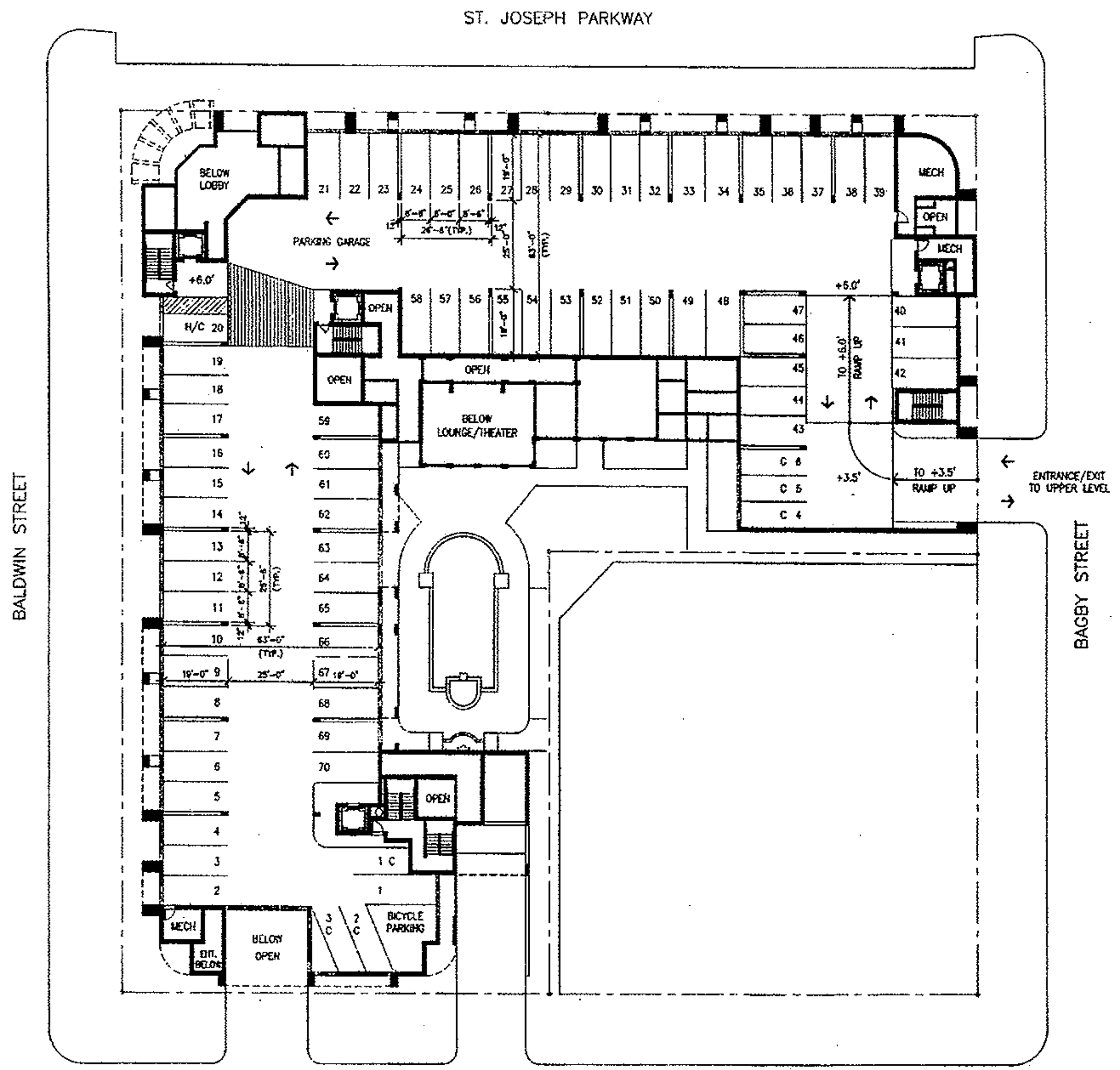
GROUND FLOOR/
LOWER LEVEL GARAGE

THE EDGE

A MIDTOWN CONDOMINIUM, LLC, COMMUNITY

0 16 32

MCS
MITCHELL CARLSON STONE INC.



PARKING
STANDARD STALLS 70
COMPACT STALLS 6
TOTAL 76

UPPER LEVEL GARAGE

THE EDGE

A MIDTOWN CONDOMINIUM, LLC, COMMUNITY

0 16 32

MCS
MITCHELL CARLSON STONE INC.