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WINDSOR PARK TOWNHOMES

A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 98 PAGE 68

G058027

CONDOMINIUM DECLARATION

FOR

WINDSOR PARK TOWNHOMES

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS, POLLACK-BERING PARTNERSHIP, a Limited Partnership, whose sole General Partners are SHELDON L. POLLACK and SHELDON L. POLLACK CORPORATION, a Texas corporation, hereinafter called "Declarant," is the owner of certain real property situated in the County of Harris, State of Texas, which property is more particularly described on the attached Exhibit "A" which, by this reference, is made a part hereof; and

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

WHEREAS, Declarant has executed plans for the construction on said property of fourteen (14) two-story buildings which contain an aggregate of ninety (90) individual apartment-type units, together with other improvements, structures and facilities and appurtenances, which condominium project is to be known as WINDSOR PARK TOWNHOMES; and

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

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

I. DEFINITIONS Unless the context shall expressly provide otherwise

(a) "Apartment" or "apartment unit," hereinafter referred to as "townhouse" or "townhome," means an individual air space unit which is contained within the perimeter walls, floors and ceilings of a building as shown on the map

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

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

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

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

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

(3) The yards, gardens, unassigned parking areas, fences, unassigned storage areas, streets, service drives, walks, service easements, recreation areas, laundry rooms, boiler rooms and mechanical rooms, if any;

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

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

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

(e) "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of owner of a condominium unit, carport parking areas, storage, patio and balcony areas, if any, indicated on map as appurtenant limited elements to a specific unit only shall be deemed limited common elements.

(f) "Entire Premises" or "Property" means and includes the land, the buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto.

(g) "Common Expenses" means and includes:

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

(2) Expenses of administration and management, maintenance, repair or replacement of the general common elements;

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

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

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

(i) "Map," "Survey Map" or "Plans" means and includes the engineering survey of the land, located thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements, same being herewith filed, consisting of sheets labelled Exhibits "A" and "B", and incorporated hereto.

2. CONDOMINIUM MAP. The map 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 map shall consist of and set forth (1) the legal description of the surface of the land, (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by Declarant, (3) floor plans and elevations plans of the building built or to be built thereon showing the location, the building

designation, the townhome designation and the linear dimensions of each townhome and the limited common elements; (4) the elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plane.

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

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

(a) Ninety (90) fee simple estates consisting of Ninety (90) separately designated townhomes, each such townhome identified by number and by building symbol or designation on the map.

(b) Subject to change in interest attributable to additions to the Condominium Regime of additional "Phases" and "Units", as set forth in Article 35 hereof, the remaining portion of the entire premises, referred to as the general common elements, shall be held in common by the owners (and owners of any subsequent Phase hereafter added pursuant to Article 35 hereof), each such interest being an undivided percentage interest in the general common elements equivalent to the number of square feet within each apartment unit divided by the total number of square feet within all apartment units located on the premises included within this Condominium Regime, and on any Phases which may be made pursuant to Article 35 hereof, and each such individual interest being appurtenant to one of the apartment units covered hereby or hereafter included pursuant to Article 35 hereof. Each unit owner's minimum percentage undivided interest in the common elements, and the corresponding maximum interest subject to diminution pursuant to the provisions of Article 35, are set forth on Exhibit "E" attached hereto.

4. COMMON ELEMENTS. A portion of the general common elements is set aside and reserved for the exclusive use of individual owners, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the individual owners are the automobile parking spaces, storage spaces, patio spaces, and balconies, if any, which are shown on the map. Such spaces are allocated and assigned by the Declarant to the respective condominium units as indicated on Exhibits "A" and "B", inclusive, hereto attached, the patio assigned to each townhome being designated by the townhome number preceded by the prefix "P" and in like manner, the parking space assigned to each townhome being designated by the townhome number preceded by the prefix "PS", the storage space if any, assigned to each individual townhome being designated by the townhome number preceded by the prefix "S", and the balcony assigned to each townhome being designated by the townhome number preceded by the prefix "B". At least one parking space shall be permanently assigned to each townhome. A portion of the common area is intended as a recreational area, and is improved with a swimming pool, a tennis court and other recreational facilities. Reasonable regulations governing the use of said recreational facilities by owners and by their guests and invitees shall be promulgated by the Declarant, and by the Board of Managers after same has been elected and by Managing Agent. Such regulations shall be permanently posted in said recreational area and all owners shall be furnished with a copy thereof. Each owner shall be required strictly to comply with said Rules and Regulations, and shall be responsible to the Board of Managers for the compliance therewith by members of his or her family, relatives, guests or invitees, both minor and adult.

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

6. DESCRIPTION OF CONDOMINIUM UNIT. Every deed, lease, mortgage trust deed or other instrument may legally describe a condominium unit by its identifying townhome number and building symbol or designation as shown on the map, followed by the words "WINDSOR PARK TOWNHOMES" and by a reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the general common elements

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

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

9. NONPARTITIONABILITY OF COMMON ELEMENTS. The general common elements shall be owned in common by all of the owners of the townhomes and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Subject to the provisions of paragraph (M) of Article 29, nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

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

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

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

13. TERMINATION OF MECHANIC'S OR MATERIALMEN'S LIENS AND INDEMNIFICATION. Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in a townhouse with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the townhouse 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 townhouse at such owner's request.

14. ADMINISTRATION AND MANAGEMENT - MANAGING AGENT. The administration of this condominium property shall be governed by By-Laws of WINDSOR PARK TOWNHOMES ASSOCIATION, INC., a non-profit corporation, hereinafter referred to as the "Association." A copy of "By-Laws" is hereto attached marked Exhibit "D" and incorporated herein; and same shall be deemed adopted by Declarant as sole owner of the property herein described, and all owners shall be bound thereby. "Association" as here used shall refer to the member owners as a group. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Managing Agent shall be SHELDON L. POLLACK CORPORATION, whose address is 1811 Bering Drive, Houston, Texas 77057, and the Managing Agent shall perform all of the duties of the Board of Managers and shall have and exercise all of the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Managers and other officers of the Association, until the expiration of three (3) years from the date this Declaration is filed for record, or until 90% of the townhouses shall be sold to owner/occupants, whichever first occurs, which period is hereafter referred to as the sale and development period. Nothing contained in this Article 14 shall be construed to prevent the Managing Agent from relinquishing the control and responsibility for the administration and managment of the regime to the Board of Managers prior to the end of such sale and development period.

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

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

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

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

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

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

20 REVOCATION OR AMENDMENT TO DECLARATION This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of 90% of the condominium units then subject hereto, 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, except as provided in subparagraphs (c) and (e) of Article 27 hereof The making of physical changes in the interior of a townhouse or townhouses coming into the possession of a mortgagee by virtue of foreclosure of any first mortgage, and physical changes to and alterations of the townhouse or townhouses 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 foreclosure, to correspond with such physical changes, provided, however, that the undivided interest of each townhouse owner in the general common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended Declaration duly recorded

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

Taxes are not part of the common expenses except as otherwise provided in Article 31 hereof

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

The Managing Agent or Board of Managers shall obtain and maintain at all times insurance of the type and kind provided hereinabove, and including for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other townhouse or condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas The insurance shall be carried in blanket policy form naming the Association the insured, which policy or policies shall identify the interest of each condominium unit owner and which shall provide for a standard non-contributory mortgagee clause in favor of each first mortgagee It shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days prior written notice to each first mortgagee Said Managing Agent or Board of Managers shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest

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of any particular owner guilty of a breach of warranty, act, omission, negligency or non-compliance of 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 whould otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect

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

22 OWNER'S OBLIGATION FOR PAYMENT OF ASSESSMENTS All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet the common expenses. The assessments shall be made pro-rata according to each owner's percentage interest in and to the general common elements, except as may otherwise be provided for herein Assessments for the estimated common expenses, shall be due monthly in advance on or before the fifth (5th) day of each month Failure to pay by the tenth (10th) day of each month shall require the imposition and assessment of a late charge of $10 00

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

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

23 WAIVER OF USE OF GENERAL COMMON ELEMENTS OR ABANDONMENT OF TOWNHOUSE BY OWNER 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 common elements, or by abandonment of his townhouse

24 ASSESSMENT LIEN All sums assessed by either regular or special assessments but unpaid for the share of common experses chargeable to any condominium unit, including interest thereof at ten (10%) per cent per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only for

(a) Tax and special assessment liens in favor of any assessing unit, and

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

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

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

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

Each owner, by acceptance of a deed to a condominium unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such owner hereby expressly grants to the Association a power of sale in connection with said lien

25 STATEMENT OF INDEBTEDNESS - JOINT LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT Upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 ($25.00) Dollars, and upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Managing Agent or Board of Managers, shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for the prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor, provided, however, that upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 ($25.00) Dollars, and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the amount of the unpaid assessment, if any, with respect the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not

limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit. The provisions set forth in this Article 25 shall not apply to initial sales of the units by Declarant.

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

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

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

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

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than two-thirds of all of the general common elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense made pro-rata according to each owner's percentage interest in and to the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or reconstruction of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 24 hereof. In addition thereto, the Association, as attorney-in-fact,

shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order

(1) For payment of the balance of the lien of any first mortgage;

(2) For payment of taxes and special assessment liens in favor of any assessing entity,

(3) For payment of unpaid common expenses,

(4) For payment of junior liens and encumbrances in order of and to the extent of their priority, and

(5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If more than two-thirds of all of the general common elements, not including land, are destroyed or damaged and if the owners representing an aggregate ownership interest of one hundred (100%) of the condominium units do not voluntarily, within one hundred (100) days thereafter, make provisions 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 divided proceeds shall be paid into individual separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the number of the townhouse and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the condominium unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in sub-paragraph (b)(1) through (5) of this Article 27.

(d) If the owners representing an aggregate ownership interest of one hundred (100%) per cent of the condominium units adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro rata according to each owner's interest in the general common elements and shall be due and payable as provided by the terms of such plan but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessments. The assessment provided

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for herein shall be a debt of each owner and a l en on his condominium unit and may be enforced and collected as is prov'ded in Article 24 In addition thereto, the Association, as attorre_-in-fact, shall have the absolute right and power to sell the condom'- um unit of any owner refusing or failing to pay such assessment with'- the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium un t of the delinquent owre- shall be sold by the Association The proce-ds derived from sale of s.ch condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as s provided in sub-paragraph (b) (1) through (5) of this Article 2"

(d) The owners representing an aggregate ownership interest of ninety (90%) per cent of the condominium units, or more, may agree that the general common elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, then the expense thereof shall be payable by all of the owners as common expenses, 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 (30) 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 ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party), an appraiser who shall be a member of the Houston Board of Realtors If either party fails to make such a nomination, the appraiser nominated shall within five (5) days after default by the other party appoint and associate with him another appraiser (to be selected from the Houston Board of Realtors) 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 Board of Realtors) to be umpire between them, if they can agree on such person If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two (2) persons (each of whom shall be a member of the Houston Board of Realtors) 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 umpire The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days after 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 umpire, 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 sub-paragraph (b) (1) through (5, of this Article 2)

(e) The owners representing an aggregate ownership interest of ninety-five (95%) per cent of the condominium units, or more, with the unanimous consent of all first mortgagees, may agree that the general common elements of the property are obsolete and that the same should be sold In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president 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

interest in the general common elements, and such apportioned proceeds shall be paid into individual 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 townhouse and the name of the owner From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this Article 27

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

29. PROTECTION OF MORTGAGEE

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

(b) Notice of Default The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days

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

(d) Reserve Fund The Association shall establish an adequate reserve fund for replacement of common element components and fund the same by regular monthly payments rather than by extraordinary special assessments

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

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

(g) Approval for Amendments to Declaration, etc The prior written approval of each first mortgagee shall be required for the following (i) abandonment or termination of WINDSOR PARK TOWNHOMES as a Condominium Regime, except for abandonment or termination provided by law, in case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain, (ii) any material amendment to the Declaration or By-Laws of the Association, including, but not limited to any amendment which would change the percentage interest of unit owners in the common elements, and which would change the prorata interest or obligations of any unit owner for the purpose of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, and (iii) the termination of any professional management contract for the Condominium Project

(h) Leases. With the exception of a lender in possession of a condominium unit following foreclosure, or any deed or other arrangement in lieu of foreclosure, no owner shall be permitted to lease his unit for transient or hotel purposes. No owner may lease less than the entire unit. The Association shall require that all leases of any apartment units must: (i) be in writing, and (ii) provide that such leases are specifically subject in all respects to the provisions of the Declaration and By-Laws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any apartment owner to lease his unit.

(i) Notice of Damage or Destruction. The Association shall furnish the first mortgagees timely written notice of any substantial damage or destruction of townhouses and of any part of the common elements and facilities if such loss exceeds $10,000.00, or damage to a condominium unit exceeds $1,000.00.

(j) Notice of Condemnation or Eminent Domain. The Association shall furnish the first mortgagees timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of a townhouse or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings if such taking exceeds $10,000.00.

(k) Management Agreements. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days' written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods.

(l) Exemption from Right of First Refusal. When any first mortgagee obtains title to a townhouse pursuant to the remedies provided in the mortgage, such as foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure, such mortgagee shall be exempt from any right of first refusal.

(m) Right to Partition. No unit may be partitioned or subdivided by the owner thereof without the prior written approval of at least the holder of the first mortgage lien on such property and the Board of Managers of the Association.

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

(o) 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.

(p) Other Acts by Association Requiring Approval of First Mortgagees. Unless 100% of the first mortgagees have given their prior written approval, the Association shall not be entitled to: (i) partition or subdivide any condominium unit; (ii) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. 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 clause; (iii) 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 and/or common elements of the condominium project, or except as otherwise provided in this Declaration.

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(q) Notwithstanding anything in this Declaration to the contrary, Declarant may amend this Declaration to conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar duly constituted governmental authority, by written instrument executed by Declarant only and duly recorded in the Condominium Records of Harris County, Texas.

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

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

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

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

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

So long as Declarant, its successors and assigns, owns one or more of the condominium units described herein, Declarant, its successors and assigns shall be subject to the provisions of this Declaration.

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

32. NOTICES. All notices, demands or other notices intended to be served upon an owner shall be sent by ordinary or certified mail, postage prepaid, addressed to the name of such owner in care of the townhouse number and building address of such owner. All notices, demands or other notices intended to be served upon Managing Agent, or the Board of Managers of the Association, or the Association, shall be sent by ordinary or certified mail, postage prepaid, to 1811 Bering Drive, Houston, Texas 77057, until such address is changed by a notice of address change duly recorded.

33. ALTERATION OF BOUNDARIES OF TOWNHOMES. If one person, firm or entity (including Declarant) is the owner of all or part of two (2) townhomes which are adjoining, whether adjoining vertically (above and below each other) or horizontally (on the same floor of the building), or if two (2) owners of adjoining townhomes so agree, then such owner or owners, with the written consent of their respective mortgagees, if any, shall have the right to remove all or any part of any intervening partition or floor or to create doorways or other openings in such partition or floor, notwithstanding the fact that such partition or floor may in whole or in part be a common element, so long as no portion of any bearing wall or bearing column is weakened or removed and no portion of any common element other than that partition is damaged or destroyed or endangered. In any such events, the Owner or Owners involved may relocate the boundaries between adjoining townhomes by causing an appropriate instrument of amendment to this Condominium Declaration to be prepared and executed by such Owners, which instrument shall be joined

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in by the President of the Association and by the mortgagees of such Owners, if any, and recorded. The instrument of amendment (i) shall show the boundaries between those Townhomes which are being relocated, (ii) shall recite the occurrence of any conveyancing between the Owners of such adjacent Townhomes and (iii) shall specify any reasonable reallocation as agreed upon between the Townhomes involved of the aggregate ownership interests in the Common Elements pertaining to those Townhomes. Such plats and floor plans as may be necessary to show the altered boundaries between the Townhomes involved shall be certified as to their accuracy by a registered architect or engineer.

34. EMINENT DOMAIN. In the event of taking by eminent domain (or condemnation or a conveyance in lieu of condemnation) of part or all of the Common Elements, the award for such taking shall be payable to the Association, which shall represent the Owners named in the proceedings. Said award shall be utilized to the extent possible for the repair, restoration, replacement or improvement of the remaining Common Elements if only part are taken. If all or more than two-thirds (2/3) of the Common Elements are taken, it shall be deemed a destruction of more than two-thirds (2/3) of all of the General Common Elements and the condominium regime shall be terminated as hereinbefore provided. Any funds not utilized (in the case of a partial taking) shall be applied to payment of common expenses otherwise assessable. In the event of a taking of all or part of a townhouse, the award made shall be payable to the Owner of such townhouse and his mortgagee, if any, as their interests may appear.

35. ANNEXATION. Declarant hereby declares that it contemplates that at a future time or times, the condominium project may (but shall not be required to) be expanded by adding thereto additional parcels of land. Said real property may contain a contemplated additional forty-six (46) condominium units of comparable size, cost, structure and design, although the exact number may vary due to design or planning changes which may hereafter occur. Such additional property described on Exhibit "C" attached hereto may be annexed in whole or in part, from time to time, and at more than one time, in order that such additional property become a part of the condominium project described and defined in this Declaration, which annexation and addition may be accomplished within five (5) years from the date of recordation of this Declaration, without the assent of the Association or its members or their mortgagees. The provisions of this Article 35 shall become effective upon, but not before the recording in the office of the County Clerk of Harris County, Texas, within five (5) years from the date of recordation of this Declaration, a certificate signed and acknowledged by Declarant and the Owners of such additional property, if other than Declarant, which certificate described the real property which then constitutes the condominium project, refers to this Declaration and declares that it is desired and intended that the provisions of this Article 35 shall become effective and, therefore, that this Declaration shall apply to and affect the property described in the certificate. The certificate so recorded shall also specify the number of condominium units which are being added and annexed to the project by reason of the recordation of the certificate. Declarant may cause to be recorded as many separate certificates as may be desired by Declarant, from time to time. Declarant further reserves the right, at any time and from time to time without requesting or receiving the assent or consent of the then owners or the mortgagees of any portion of the real property with which this Declaration is concerned, to resubdivide, amend the subdivision map, modify, alter or otherwise change the legal or other status or configuration of the property to be annexed, to grant easements, and otherwise to take such actions as may be deemed necessary by Declarant to satisfactorily expand the condominium project. Each owner of a condominium unit in the project appoints Declarant as his attorney-in-fact for the purpose of effecting the foregoing, and the power herein granted to Declarant shall be and is a power coupled with an interest. Upon the recordation of such certificate(s) in compliance with the provisions of this Article 35, this Declaration shall further apply to and affect all of the real property described above and all of the property described in any such certificate(s) and the condominium project, all of the condominium units in the project as so expanded and annexed, and their then future owners, with the same effect as if the property described in the certificate(s) were originally subject to the provisions of this Declaration. Thereupon, the powers and responsibilities of the Board of Managers created and established pursuant to the provisions of the Exhibit "D" By-Laws shall be coextensive with regard to all property included within the project (as expanded), and the Board of Managers shall, pursuant to the provisions of this Declaration, constitute the Board of Managers for the project as expanded, and the rights

and obligations of all the condominium unit owners of the condominium units in the project shall be the same and identical to the rights and obligations of the condominium unit owners prior to the recordation of the certificate(s). The Board of Managers shall thereupon continue to maintain one maintenance fund for the collection and disbursement of monies as required and permitted hereby for the condominium project; and in all respects and meanings, the project (as expanded) shall be deemed to be a single condominium project for the purposes and in accordance with the provisions of this Declaration. Upon the annexation of additional property by the recordation of one or more such certificates, within the time and in accordance with the provisions of this Article 35, the ownership of the common areas and facilities shall automatically become, as to each condominium unit, a percentage interest equivalent to the number of square feet within each condominium unit divided by the total number of square feet within all condominium units in the condominium project after the annexation(s) is completed.

36. GENERAL.

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

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

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

IN WITNESS WHEREOF, Declarant, has hereunder set its hand and seal this the 24th day APRIL, A D, 1974.

POLLACK-BERING PARTNERSHIP
a Limited Partnership

BY: SHELDON L. POLLACK, General Partner

BY: SHELDON L. POLLACK CORPORATION,
General Partner

BY: [signature] Vice-President

ATTEST: [signature] Secretary

THE STATE OF CALIFORNIA }
COUNTY OF Harris } Texas

BEFORE ME, the undersigned authority, on this day personally appeared SHELDON L. POLLACK, General Partner of POLLACK-BERING PARTNERSHIP, a Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of April, A. D., 1974.

[signature] Notary Public in and for Harris County, Texas

My Commission Expires September 6, 1975

RECORDER'S MEMORANDUM

All that certain tract or parce' of land in Houston, Harris County, Texas, being the South One-Half (S 1/2) of Lot Eighteen (18) of POST OAK GARDENS, a Subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 16, Page 1 of the Map Records of Harris County, Texas, said tract herein conveyed being more particularly described by metes and bounds as follows, to-wit

BEGINNING at an iron rod on the East line of Bering Drive for the Northwest corner of said South One-Half of Lot 18, located 1,357 20 feet South of the Intersection Point of said East line of Bering Drive and the South line of San Felipe Road,
THENCE South with said East line of Bering Drive 170 21 feet to an iron pipe for the Southwest corner of said South One-Half of Lot 18,
THENCE North 89 deg 54 min 43 sec East parallel to the line between Lot 18 and Lot 5, a distance of 512 04 feet to an iron pipe for the Southeast corner of said South One-half of Lot 18,
THENCE North 00 deg 04 min 14 sec West with the East line of Post Oak Gardens Subdivision, a distance of 170 21 feet to an iron rod for the Northeast corner of said South One-Half of Lot 18,
THENCE South 89 deg 54 min 43 sec West parallel to said line between Lot 18 and Lot 6, a distance of 511 83 feet to the PLACE OF BEGINNING, containing 2 0002 acres of land more or less

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EXHIBIT "D"

BY-LAWS

OF

WINDSOR PARK TOWNHOMES ASSOCIATION, INC

The name of the organization shall be WINDSOR PARK TOWNHOMES ASSOCIATION, INC , hereinafter called "Association "

ARTICLE I

OBJECT

(Plan of Apartment Ownership)

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

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

ARTICLE I.

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

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

2 Voting Voting shall be based upon the undivided interest of each unit owner in the general common elements An owner of an undivided interest in and to a condominium unit shall be entitled to a vote equal to his ownership interest in such unit. Cumulative voting is prohibited

3 Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those owners of more than fifty per cent (50%) of the aggregate interest of the undivided ownership of the general common elements

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

5. Proxies Votes may be cast in person or by proxy Proxies may be filed with the Secretary before the appointed time of each meeting

ARTICLE III

ADMINISTRATION

1 Association Responsibilities The owners of the units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the project through a Board of Managers

2 Place of Meetings The meetings of the Association shall be held at such place as the Board of Managers may determine

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

4 Special Meetings It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the owners and having been presented to the Secretary The notice of any special meeting shall state the time and place of such meeting and the purpose thereof No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the owners present, either in person or by proxy

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

6 Adjourned Meeting If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained

7 Order of Business The order of business at all meetings of the owners of units shall be as follows

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

ARTICLE IV

BOARD OF MANAGERS

1 Number and Qualification The affairs of this Association shall be governed by a Board of Managers composed of three (3) persons The following persons shall act in such capacity and shall manage the affairs of the Association until the expiration of three (3) years from the date the Declaration is filed for record, or until their successors are elected, to-wit SHELDON L POLLACK, RONAN GOMBERG and JOHN P POLLACK

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

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

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

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

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

(d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration Maximum replacement value shall be determined annually by one or more written appraisals. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than $300,000 00 per person and $1,000,000 00 per accident and $200,000 00 property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their mortgagees The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary to provide such coverage and protection as the Association may deem prudent. So long as the Federal National Mortgage Association (FNMA), Governmental National Mortgage Association (GNMA), or Federal Home Loan Mortgage Corp (FHLMC) is a mortgagee of a condominium unit in the Project, or owns a unit therein, the Association shall maintain in effect at least such casualty, flood and liability insurance and a fidelity bond, meeting standards established by FNMA, GNMA and FHLMC for planned developments, as published in the FNMA, GNMA and FHLMC "Servicer's Guide", or otherwise, except to the extent such requirements shall have been waived in writing by FNMA, GNMA or FHLMC Workmen's compensation insurance shall at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association

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

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

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

(h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration, the Articles of Incorporation and these By-Laws,

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and to execute all such instruments evidencing such indebtedness as this Board of Managers may deem necessary. Such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.

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

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

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a competent certified public accountant, once each year.

(l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement

(m) To meet at least once each quarter

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

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

4 Managing Agent The Managing Agent shall be SHELDON L POLLACK CORPORATION, whose address is 3811 Bering Drive, Houston, Texas 77057, and who, notwithstanding the provisions of paragraph 1 of Article III, shall have all the powers and shall perform all the duties of the Board of Managers until the expiration of the sale and development period as defined in Article 14 of the Declaration, or until such earlier time as said Managing Agent, at its option, may relinquish control of the management and administration of the Association to the Board of Managers Thereafter, the Board of Managers may employ for the Association a Managing Agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in paragraph 3 of this Article.

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

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

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

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

providing a majority of the whole Board shall be present.

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

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

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

12 Board of Managers' Quorum. At all meetings of the Board of Managers, majority of the Managers shall constitute a quorum for the transaction of business and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice

13. Fidelity Bonds The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

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

ARTICLE V

OFFICERS

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

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

3 Removal of Officers Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose

4 President The President shall be the chief executive officer of the Association He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

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

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

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

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

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every manager or officer, his heirs, executors and administrators, against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a manager or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of WINDSOR PARK TOWNHOMES CONDOMINIUM DECLARATION as a member or owner of a condominium unit covered thereby.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

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

2. Maintenance and Repair.

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

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass, electrical fixtures and all other accessories

sories, equipment and fixtures belonging to the unit area shall be at the owner's expense

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

3. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other condominium units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's apartment unit. In the event suit for foreclosure is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest at the rate of 10% for one year together with a sum equal to ten percent (10%) of the amount of such claim but not less than One Hundred Fifty and No/100 ($150 00) Dollars, which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Article 24 of the Declaration Such owner shall be liable to the Association for payment of interest at the rate of 10% on all such sums paid by the Association until the date of repayment by such owner.

4. General

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for WINDSOR PARK TOWNHOMES, the Articles of Incorporation and these By-Laws and amendments and supplements thereto

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which WINDSOR PARK TOWNHOMES was established

5 Use of Units - Internal Changes

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

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent , or if no Managing Agent is employed, then through the President of the Association The Association shall have the obligation to answer within five (5) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration

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

7 Right of Entry

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

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided

that requests for entry are made in advance and that such entry is at a time convenient to the owner In case of an emergency, such right of entry shall be immediate.

8 Rules and Regulations

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

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

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

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and of providing access to the units, those portions thereof adapted therefor, for recreational use by the owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon

(e) Not more than one (1) small dog, cat, or other usual small household pet may be kept in any unit, provided always that such household pet shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Managers Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof Notwithstanding the foregoing, no pets may be kept on the property which result in an annoyance or are obnoxious to other Owners No pets shall be allowed in the Common Area except as may be permitted by rules of the Board Declarant or any Owner may cause any unleashed dog found within the Common Area to be removed by Declarant (or any Owner)

to a point or animal shelter under the jurisdiction of the City of Houston, or the County of Harris, by calling the appropriate authorities, whereupon the Owner may, upon payment of all expenses connected therewith, reposses the dog Owners shall prevent their pets from soiling portions of the Common Area where other persons customarily walk and shall promptly clean up any mess left by their pets.

(f) No resident of the condominium shall post any advertisements, signs, or posters, of any kind in or on the project except as authorized by the Association.

(g) Parking of automobiles shall be only in the spaces designated as parking for each unit, no unattended vehicle shall at any time be left in the alley ways or streets in such manner as to impede the passage of traffic or to impair property access to parking area. No storage of any objects shall be permitted in the carport area and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind Guest parking areas are not intended for use by owners for parking or storing boats, trailers, camping units or any personal vehicles, and the Board may insure the proper use of said areas in such manner as it deems necessary.

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

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

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

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

(l) No owner or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Association No unsightly objects which might reasonably be considered to give annoyance to neighbors of ordinary sensibilities shall be placed or allowed to remain on any patio or balcony of a condominium unit The Board of Managers shall have the sole and exclusive discretion to determine what constitutes an unsightly object

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

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

(o) Without limiting any other rule-making authority it may have under the Declaration or these By-Laws, the Board of Managers is specifically authorized, in its sole discretion, to promulgate and enact rules and regulations limiting the number of persons which may become residents in or occupants of an apartment, provided that at

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no time shall there be more than two permanent residents per bedroom within an apartment unit.

(p) Children under the age of sixteen years of age are not permitted to reside at WINDSOR PARK TOWNHOMES on a full-time basis Temporary visits of such age children are permitted. Any owner who subsequent to purchase of a condominium unit has a child born to her, must vacate her condominium prior to the child's second birthday

9. Destruction or Obsolescence. Each owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owners' condominium unit upon its destruction or obsolescence as is provided in paragraph 27 of the Condominium Declaration for WINDSOR PARK TOWNHOMES.

ARTICLE VIII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

1 By-Laws These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least 70% of the aggregate interest of the undivided ownership of the general common elements

ARTICLE IX

MORTGAGES

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

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

ARTICLE X

COMPLIANCE

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

ARTICLE XI

NON-PROFIT ASSOCIATION

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

ARTICLE XII

REGISTERED OFFICE

The Registered office and the principal office for the transaction of business of the Association shall be 1811 Bering Drive, Houston, Texas 77057, and the Registered Agent shall be SHELDON L. POLLACK, at the same address

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ARTICLE XIII

EXECUTION OF DOCUMENTS

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

ARTICLE XIV

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

The violation of any rule or regulation promulgated by the Board of Managers, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Managers or the Managing Agent, the right, in addition to any other rights set forth therein, (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Managers or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor, and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at Houston, Texas, this the 24th day of APRIL, A D, 1979

BOARD OF MANAGERS

BY _____
SHELDON B POLLACK

BY _____
ROMAN GOMBERG

BY _____
JOAN A POLLACK

JR PARK TOWNHOMES
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FILED
In the Office of the
Secretary of State of Texas

APR 30 1979

Patrick Bice
Attorney, Corporation Division

ARTICLES OF INCORPORATION
OF
WINDSOR PARK TOWNHOMES ASSOCIATION, INC.

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

ARTICLE I

The name of the corporation is WINDSOR PARK TOWNHOMES ASSOCIATION, INC., hereinafter sometimes called the "Corporation" or the "Association".

ARTICLE II

The corporation is a nonprofit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are: to operate, manage, maintain and administer the affairs of WINDSOR PARK TOWNHOMES, a condominium project established pursuant to Article 1301a of the Texas Revised Civil Statutes and that certain Condominium Declaration dated APRIL 24, 1979, recorded in Volume 98, Page 58 of the Condominium Records of Harris County, Texas, (the "Declaration"); to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of WINDSOR PARK TOWNHOMES as a condominium project in accordance with the Declaration; to promote the health, safety and welfare of the residents within the above condominium project; to exercise the powers and privileges and to perform all of the duties and obligations, including but not limited to the collection of assessments for such purposes, as set forth in the Declaration, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, and to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have to exercise.

ARTICLE V

The street address of the initial registered office of the corporation is 1811 Bering Drive, Houston, Texas 77057, and the name of its initial registered agent at such address is SHELDON L. POLLACK.

ARTICLE VI

Every person or entity who is a record owner of a fee or undivided fee interest in any condominium unit which is subject by the Declaration to assessment of the Association including contract sellers shall be a member of the Association and shall be entitled to one vote for each unit owned, the value of such vote shall be equal to the percentage interest assigned to each such unit as set forth in the Declaration. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE VII

The name and street address of each incorporator is:

NAME	ADDRESS
SHELDON L. POLLACK	1811 Bering Drive Houston, Texas 77057
RONAN GOMBERG	1811 Bering Drive Houston, Texas 77057
JOHN P. POLLACK	1811 Bering Drive Houston, Texas 77057

ARTICLE VIII

The affairs of this Association shall be managed by a Board of three (3) Managers. The number of Managers may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial Managers until the selection of their successors are:

NAME	ADDRESS
SHELDON L. POLLACK	1811 Bering Drive Houston, Texas 77057
RONAN GOMBERG	1811 Bering Drive Houston, Texas 77057
JOHN P. POLLACK	1811 Bering Drive Houston, Texas 77057

ARTICLE IX

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

IN WITNESS WHEREOF, we have hereunto set our hands, this 24th day of APRIL, A.D., 1979.

SHELDON L. POLLACK

RONAN GOMBERG

JOHN P. POLLACK

THE STATE OF TEXAS §

COUNTY OF HARRIS §

I, Margaret E. Battaglini, a Notary Public, do hereby certify that on this day, the 25th day of April, A.D., 1979, personally appeared SHELDON L. POLLACK, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

Margaret E. Battaglini
Notary Public in and for Harris County, Texas
My Commission Expires September 6, 1980

Margaret E. Battaglini
Notary Public in and for Harris County,
TEXAS.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

I, Margaret E. Battaglini, a Notary Public, do hereby certify that on this day, the 24th day of April, A.D., 1979, personally appeared RONAN GOMBERG, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

Margaret E. Battaglini
Notary Public in and for Harris County, Texas
My Commission Expires September 6, 1980

Margaret E. Battaglini
Notary Public in and for Harris County,
TEXAS.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

I, Margaret E. Battaglini, a Notary Public, do hereby certify that on this day, the 24th day of April, A.D., 1979, personally appeared JOHN P. POLLACK, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

Margaret E. Battaglini
Notary Public in and for Harris County,
TEXAS.

Margaret E. Battaglini
Notary Public in and for Harris County, Texas
My Commission Expires September 6, 1980

EXHIBIT "C"

All that certain tract or parcel of land in Housto.., Harris County, Texas, being the South One-Half (S 1/2) of Lot Eighteen (18) of POST OAK GARDENS, a Subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 16, Page 1 of the Map Records of Harris County, Texas, said tract herein conveyed being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron rod on the East line of Bering Drive for the Northwest corner of said South One-Half of Lot 18, located 1,357.20 feet South of the Intersection Point of said East line of Bering Drive and the South line of San Felipe Road;
THENCE South with said East line of Bering Drive, 170.21 feet to an iron pipe for the Southwest corner of said South One-Half of Lot 18;
THENCE North 89 deg. 54 min. 43 sec. East parallel to the line between Lot 18 and Lot 16, a distance of 512.04 feet to an iron pipe for the Southeast corner of said South One-Half of Lot 18;
THENCE North 00 deg. 04 min. 14 sec. West with the East line of Post Oak Gardens Subdivision, a distance of 170.21 feet to an iron rod for the Northeast corner of said South One-Half of Lot 18;
THENCE South 89 deg. 54 min. 43 sec. West parallel to said line between Lot 18 and Lot 16, a distance of 511.83 feet to the PLACE OF BEGINNING, containing 2.0002 acres of land more or less.

WINDSOR PARK TOWNHOMES

A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 98 PAGE 62

EXHIBIT E

WINDSOR PARK

BUILDING LETTER AND UNIT NUMBER	PERCENTAGES OF VALUE ASSIGNED	
BUILDING A	MAXIMUM	ESTIMATED MINIMUM
1	94	.61
2	94	61
3	94	61
4	94	61
5	94	61
6	.94	61
7	94	61
8	94	61
BUILDING B		
9	1 38	89
10	1 38	89
11	1 38	89
12	1 38	89
BUILDING C		
13	1 15	74
14	1 15	74
15	1 15	.74
16	1 15	74
17	1 15	74
18	1 15	74
19	1 15	74
20	1 15	.74
BUILDING D		
21	1 16	75
22	1 16	75
23	1 16	75
24	1 16	75
25	1 15	74
26	1 15	74
27	1 15	74
28	1 15	74
BUILDING E		
29	94	61
30	.94	61
31	94	61
32	94	61
33	.94	61
34	94	61
35	.94	61
36	94	61
BUILDING F		
37	1 16	75
38	1 16	75
39	1 16	75
40	1.16	75
41	1 16	75
42	1 16	75
43	1 16	75
44	1 16	75

EXHIBIT "E"

WINDSOR PARK

Page Two

BUILDING LETTER AND UNIT NUMBER	PERCENTAGES OF VALUE ASSIGNED	
	MAXIMUM	ESTIMATED MINIMUM
BUILDING G		
45	94	61
46	94	61
47	94	51
48	94	61
49	94	61
50	94	61
51	94	61
52	94	.61
BUILDING H		
53	1 38	89
54	1 38	89
BUILDING I		
55	1 38	89
56	1 38	89
57	1 38	.89
58	1 38	89
BUILDING J		
59	94	61
60	94	61
61	94	61
62	94	61
63	94	61
64	94	61
65	94	61
66	94	61
BUILDING K		
67	94	61
68	94	61
69	94	61
70	94	61
71	94	61
72	94	61
73	94	61
74	94	61
BUILDING L		
75	1 16	75
76	1 16	75
77	1 16	75
78	1 16	75
79	1 16	75
80	1 16	75
81	1 16	.75
82	1 16	.75

EXHIBIT "E"

WINDSOR PARK

Page Three

BUILDING LETTER AND UNIT NUMBER		PERCENTAGES OF VALUE ASSIGNED	
BUILDING M		MAXIMUM	ESTIMATED MINIMUM
83		1 45	94
84		1 45	94
85		1 45	94
86		1 45	94
BUILDING N			
87		1 45	94
88		1 45	.94
89		1 45	94
90		1 45	94
	TOTAL	100 00	64 70
	Phase II		35 30
	TOTAL		100 00

NOTE: Estimated Minimum Percentage Value Assigned to become effective only in the event additional phases are subjected to the condominium regime pursuant to the provisions of Article 35 of the Condominium Declaration

WINDSOR PARK TOWNHOMES

A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL 98 PAGE 66

WINDSO

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AMENDMENT TO CONDOMINIUM MAP

FOR

WINDSOR PARK TOWNHOMES

FILED

Oct 10 4 24 PM 1979

COUNTY CLERK
HARRIS COUNTY, TEXAS

WHEREAS, POLLACK-BERING PARTNERSHIP, a Limited Partnership, as "Declarant", has heretofore filed a Condominium Declaration for WINDSOR PARK TOWNHOMES, in Volume 98, Page 58, et seq , of the Condominium Records of Harris County, Texas, under County Clerk's File No G-058027, (hereinafter referred to as the "Declaration"), submitting the real property and the improvements described therein to the provisions of Article 1301a of the Texas Revised Civil Statutes, and

WHEREAS, Declarant in accordance with the terms and provisions of the Declaration did allocate and assign certain automobile parking spaces to the respective condominium units in WINDSOR PARK TOWNHOMES as indicated on Exhibits "A-1", "A-2", "A-3", "B-1", 'B-2", "B-5", "B-6", "B-7", "B-8", "B-9" and "B-10" attached to the Declaration, and

WHEREAS, Declarant desires to relocate certain parking spaces for purposes of convenience, and to amend the Condominium Map attached to said Declaration to correctly designate the individual parking space or spaces appurtenant to specific condominium units, and

WHEREAS, the relocation of such parking spaces and the amendment of such Condominium Map may be accomplished without infringing upon the rights of any other owners of condominium units in WINDSOR PARK TOWNHOMES

NOW, THEREFORE, Declarant has amended Exhibits "A-1", "A-2", "A-3", "B-1", 'B-2', 'B-5', 'B-6", "B-7", 'B-8", 'B-9" and "B-10" attached to the Declaration in order to conform the same to the actual locations and designations of such parking spaces, and contemporaneously herewith does file such amended Exhibits "A-1", "A-2", "A-3", "B-1", 'B-2", "B-5", "B-6", "B-7", "B-8", "B-9" and "B-10" in the Condominium Records of Harris County, Texas

HENCEFORTH, the said Declaration shall be construed as though amended Exhibits "A-1', "A-2", 'A-3", "B-1", "B-2", "B-5", "B-6", "B-7", "B-8", "B-9" and "B-10" had been originally attached to said Declaration

UNIVERSITY SAVINGS ASSOCIATION, acting herein by and through its duly authorized officers, joins in the execution of this document for the purpose of evidencing its approval and consent for amending such Exhibits "A-1", "A-2", "A-3", "B-1", "B-2", "B-5'

RETURN TO:
WALSH SQUIRES & TOMPKINS
4400 WESTHEIMER, SUITE 130
HOUSTON TEXAS 77027

WINDSOR PARK
TOWNHOMES AMENDMENT
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 103 PAGE 72

"B-6", "B-7", "B-8", "B-9" and "B-10"

EXECUTED this 5th day of October, A D, 1979

"DECLARANT"

POLLACK-BERING PARTNERSHIP,
a Limited Partnership

BY _____
SHELDON L POLLACK, General Partner

ATTEST:

_____
Secretary

BY SHELDON L POLLACK CORPORATION,
General Partner

BY _____
President

ATTEST:

_____
Asst. Secretary

UNIVERSITY SAVINGS ASSOCIATION

BY _____
Paul B Wallace, Vice-President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared SHELDON L POLLACK, General Partner of POLLACK-BERING PARTNERSHIP, a Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of October, A D, 1979

NOTARY PUBLIC
COUNTY OF HARRIS TEXAS

_____
Notary Public in and for Harris County,
TEXAS

Margaret E Battaglini
Notary Public in and for Harris County, Texas
My Commission Expires September 5, 1980

Return to:
WALSH SQUIRES & T
4200 WESTHEIMER SU
HOUSTON, TEXAS 77

WINDSOR PARK
TOWNHOMES AMENDMENT
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 103 PAGE 72

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared John Pollack President of SHELDON L POLLACK CORPORATION, General Partner of POLLACK-BERING PARTNERSHIP, a Limited Partnership, 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 and limited partnership

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of October, 1979, A D, 1979

NOTARY PUBLIC • COUNTY OF HARRIS • TEXAS

Margaret E Battaglini
Notary Public in and for Harris County, TEXAS
Margaret E Battaglini
Notary Public in and for Harris County Texas
My Commission Expires September 6 1980

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Paul R Wallace Sr, Vice-President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said UNIVERSITY SAVINGS ASSOCIATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of October, A D, 1979

Notary Public in and for Harris County TEXAS.
Alice Shepard

NOTARY PUBLIC • HARRIS COUNTY, TEXAS

Z191836
03/30/06 300805612 $10.00

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR WINDSOR PARK TOWNHOMES

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

WHEREAS, Pollack-Bering Partnership, a Limited Partnership, as "Declarant," has heretofore filed a *Condominium Declaration for Windsor Park Townhomes* (Declaration) at Harris County Clerk's File Number G058027 and Volume 98, Page 58, *et seq.* of the *Condominium Records of Harris County, Texas;* which Declaration established a condominium regime and imposed on the properties within the *Windsor Park Townhomes* (Subdivision) various covenants, conditions, restrictions, and easements therein set forth; and

WHEREAS, said Declaration was amended by the *Amendment to Condominium Map for Windsor Park Townhomes* (the Declaration as amended hereinafter referred to as the "Declaration") filed at Harris County Clerk's File Number G274798 and Volume 103, Page 72, *et seq.* of the *Condominium Records of Harris County, Texas;* and

WHEREAS, the *Windsor Park Townhomes Association, Inc.* (Association) was formed as the property owners association for the Subdivision; and

WHEREAS, Section 1(d)(6) of the Declaration provides that the Association is expressly given the right at any time and from time to time to assign any unassigned carport parking space to any owner; and

WHEREAS, the carport parking space designated as "PS 31" on the attached Exhibit A, which exhibit is fully incorporated by reference herein, is a heretofore unassigned carport parking space; and

WHEREAS, the Association, acting through its *Board of Directors* (Board) pursuant to the terms of the Declaration and/or Chapter 82.102 of the *Texas Property Code*, desires to permanently assign carport parking space "PS 31" to Condominium Unit Number 31, in Building "E," Windsor Park Townhomes; and

WHEREAS, Section 1(d)(6) of the Declaration provides that, coincidental with the permanent assignment of any unassigned carport parking space, the condominium map attached to the Declaration shall be amended without the consent of any owner for the purpose of designating any such carport parking space with a number corresponding to the townhome number, and thereafter such carport parking space shall be a limited common element appurtenant to such townhome; and

WHEREAS, this *Second Amendment to Condominium Declaration for Windsor Park Townhomes* is not intended to either assign any carport parking space(s)/parking space(s) other

than what is designated as "PS 31" on the attached Exhibit A and/or confirm any existing carport parking space assignments other than what is designated as "PS 31" on the attached Exhibit A; and

WHEREAS, the Association's Board stipulates that the carport parking space designated as "PS 31" on the attached Exhibit A is not a "scale" drawing of the area that is actually encompassed by "PS 31" but is intended only to indicate the location of "PS 31" within the *Windsor Park Townhomes*;

NOW, THEREFORE, the Association, acting through its Board, hereby permanently assigns the carport parking space designated as "PS 31" on the attached Exhibit A as the carport parking space for Condominium Unit Number 31, in Building "E," Windsor Park Townhomes; and

NOW, THEREFORE, the Declaration is, pursuant to Section 1(d)(6) of the Declaration, hereby amended to reflect this permanent carport parking space assignment.

WINDSOR PARK TOWNHOMES ASSOCIATION, INC.

By: Johnnie C. Green Jr.
As President of the Association

Johnnie C. Greene
Name Printed

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Johnnie Green Jr., as President of Windsor Park Townhomes Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 30 day of March, 2006.

Elsie Angele
NOTARY PUBLIC - STATE OF TEXAS

114664/1652/10001

RETURN TO:
BUTLER & HAILEY, P.C.
1616 S. VOSS RD., SUITE 500
HOUSTON, TEXAS 77057

ELSIE ANGELE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 15, 2008

BUTLER & HAILEY

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

FAX TRANSMITTAL
Cover Sheet
Fax Number 713/780-4549

Date: April 24, 2007

To: Elsie Angele/Principal
Phone: 713/932-6111
Fax No.: 713/329-7198

From: Cliff Davis
Phone: 713/780-4135
Client No.: 1652/10001

Re: Second Amendment to Windsor Park Declaration (Unit 31 Parking)

Elsie,

Please let me know if this is not the document you are looking for.

Thanks, Cliff

There are a total of 5 *pages, including this cover page. Please contact the undersigned immediately if you do not receive all pages.*

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged and confidential, or which constitutes work product and is exempt from disclosure under applicable law.

If the reader of this message to the intended recipient, you are hereby notified that any dissemination , distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please notify the firm immediately by telephone at (713) 780-4135, and return the original message to the firm at the address located at the bottom of this page via the U.S. Postal Service.

FAX SENDER

_____
(Signature)

_____
(Print Name)

RULES AND REGULATIONS

FOR

WINDSOR PARK TOWNHOMES

1. SIDEWALKS, ENTRANCES, ETC Sidewalks, entrances, passages, stairways and halls must not be obstructed or used for any purpose other than ingress and egress.
2. PERSONAL CONDUCT. Please conduct your activities in and about the premises in a manner not to interfere with the rights, comforts or convenience of other Homeowners. Your thougntfulness and consideration of your neighbor will be appreciated.
3. PETS. Your condominium documents permit a small pet. Consent to keep a pet shall be revokable if the pet proves to be a nuisance Dogs must not be permitted outside unless on a leash and accompanied by the resident. Should a guest bring a pet, caution him to use a leash when the pet is outside. Pets are not allowed in the pool area Dogs must be walked only in areas designated by the Board of Managers
4. AERIALS Radio or television aerials or wires may not be erected on any part of the premises without the approval of the Board of Managers
5. ALTERATIONS Exterior alterations will not be permitted without the approval of the Board of Managers
6. PARKING. Parking space has been provided for you and your guests within the community area Other provisions must be made for the parking of commercial vehicles, boats and/or trailers
7. SOCIAL GATHERINGS Sociable gatherings of residents and their guests are welcomed, provided that such gatherings are not allowed to become noisy or objectionable to the other residents Residents are solely responsible for their guests.

8. TRASH PICKUP All of us like to be proud of the place we live. With this in mind, we ask you to adhere closely to the trash pickup schedule below

(For large trash pickup call the Manager's Office)

9. TREES AND SHRUBS. The trees and shrubbery are a vital and valuable part of the premises and each resident shall be liable to assessment for damages for any mutilation or defacing thereof for which he is responsible

10. INFLAMMABLE ITEMS. Storage of kerosene, gasoline or any inflammable or explosive agent is prohibited.

11. PERSONAL INSURANCE. The resident is responsible for providing insurance to protect his personal belongings from such perils as fire, windstorm, theft, vandalism, etc "Personal belongings" includes such items as clothing, furniture, furnishings, etc. The resident is also responsible for providing insuranc to protect himself against any liability that might arise from someone incurrin bodily injury or property damages as a result of negligence on the resident's part. The above exposure can be adequately protected by the resident purchasing a "homeowner" Policy from his insurance agent

12. COMMUNITY APPEARANCE No amount of work or expense by our staff can keep WINDSOR PARK TOWNHOMES nice looking unless each resident helps us to police the project. Litter can be very unsightly so let us all be conscious of our responsibilities in these areas. No furniture or personal property may be left in the front yards

13 SWIMMING POOL AND TENNIS COURT POLICIES

(1) The residents should be considerate of other Homeowners when inviting guests, as the Homeowners should be given first consideration as to the

use of the pool and tennis court. It is suggested that residents give careful consideration before inviting any guest on Saturdays and Sundays when most of the owners will be at home. Visitors are not permitted, and will be asked to leave, unless the resident who has invited them is with them at the pool or tennis court.

(2) Children under 12 are not allowed in the pool at any time without an adult in attendance.

(3) Pets are not allowed in the pool area at any time. This is prohibited by City Ordinances

(4) The swimming pool and tennis court will be closed to all at 10 00 P.M All residents and guests using the pool or tennis court in the evening must be considerate of others as to noise of any kind.

(5) Glass objects will not be allowed around the pool or tennis court Please do not leave papers, cans or any litter. Place all trash in the trash cans when you leave the pool area or tennis court.

(6) Radios and phonographs must be played softly, so as not to disturb the other guests at the pool

(7) No running or horseplay is permitted in the pool area Persons not observing this rule must take full responsibility for injury or damage resulting therefrom and will forfeit their right to use of the pool

14. LANDSCAPING Enclosed patios and balconies are to be maintained individually by the specific unit owner. All other areas will be maintained under landscape maintenance by the maintenance funds

15. OBLIGATION OF PAYMENT ASSESSMENTS All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association Assessments shall be due monthly in advance on or

before the 5th day of each month. Failure to pay by the 10th day of each month shall require the imposition of a late charge of $10.00

VIOLATION OF ANY OF THESE POLICIES WILL BE GROUNDS FOR APPROPRIATE ACTION BY THE BOARD OF MANAGERS.

The undersigned acknowledge having received and read the above rules and regulations, and agree to comply therewith in all respects

DATED_____, 19____

_____
Purchaser

_____
Purchaser

VACATION OF SUBDIVISION PLAT

153-87-1811

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

POLLACK-BERING, a Texas partnership, acting by and through its officers, Sheldon L. Pollack and Ronan Gomberg, being all of the owners of the following described property, to-wit:

2.0002 acres of land in Harris County, Texas, having been platted into WINDSOR PARK APARTMENTS, Section Two as recorded in Volume 277, Page 86 of the Map Records of Harris County, Texas, said 2.0002 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part thereof.

Do hereby desire and declare that said plat, subdivision and dedication thereon be VACATED and cancelled so as to convert all of said platted property to the south half of Lot 18 in Post Oak Gardens as recorded in Volume 16, Page 1 of the Harris County Map Records as same existed before such property was subdivided and recorded.

By way of clarification, it is understood and agreed that this Vacation of Subdivision Plat shall apply to and be operative as all that certain 2.0002 acre tract as described more fully by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

153-87-1812

WITNESS our hand in the City of Houston, Texas this 8th day of February, 1980.

POLLACK - BERING PARTNERSHIP

By: Sheldon L. Pollack

By: Ronan Gomberg

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared SHELDON L. POLLACK and RONAN GOMBERG, of POLLACK-BERING PARTNERSHIP, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein stated as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of February, 1980.

Margaret E. Pastaglini

Notary Public in and for Harris County, Texas
My Commission Expires:

NOTARY PUBLIC COUNTY OF HARRIS TEXAS

Notary Public in and for Harris County, Texas
My Commission Expires September 6, 1980

LIENHOLDERS

153-87-1613

I Reba H. Bramble, owner and holder of a lien against the property described in the plat known as WINDSOR PARK APARTMENTS, SECTION II, said lien being evidenced by instrument recorded under County Clerk's File No. E-654302, in the Official Public Records of Real Property of Harris County, Texas, do hereby, in all things subordinate to said plat said lien, and confirm that I am the present owner of said lien and have not assigned the same nor any part thereof.

CITIZEN MORTGAGE CORPORATION

By: Reba H. Bramble
Reba H. Bramble

THE STATE OF TEXAS)(

COUNTY OF HARRIS)(

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of February, 1980.

Jennie B. Fuller
Jennie B. Fuller
Notary Public in and for Harris County, Texas
My Commission Expires: 09-30-80

153-87-1814

CERTIFICATE FOR CITY PLANNING COMMISSION

This is to certify that the City Planning Commission of the City of Houston, Texas, has approved this instrument of Vacation of Subdivision Plat of WINDSOR PARK APARTMENTS, SECTION TWO, in conformance with the laws of the State of Texas and the ordinances of the City of Houston, as shown hereon, and authorize the recording of this instrument, this the 19th day of March, 1980.

C. JIM STEWART, CHAIRMAN

CITY PLANNING COMMISSION HOUSTON TEXAS

ATTEST:

By: ROSCOE JONES, SECRETARY

I, Anita Rodeheaver, Clerk of the County Court of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____ day of _____, 1980, at _____ o'clock ___ M. and duly recorded on _____ day of _____, 1980, at _____ o'clock ___ M. and under County Clerk's File No. _____ (Film Code No. _____) in the Official Public Records of Real Property of Harris County, Texas.

WITNESS MY HAND AND SEAL OF OFFICE, at Houston, the day and date last above written.

ANITA RODEHEAVER, Clerk, County Court,
Harris County, Texas

By: _____
DEPUTY

FILED
MAR 19 2 23 PM 1980
COUNTY CLERK
HARRIS COUNTY, TEXAS

153-87-1815

WINDSOR PARK APARTMENTS
SECTION TWO EXHIBIT "A"

All that certain tract or parcel of land in Houston, Harris County, Texas, being the South half (S/2) of Lot 18 of Post Oak Gardens, a subdivision in Harris County, Texas, according to plat thereof recorded in Volume 16 at Page 1 of the Map Records of Harris County, Texas, said tract herein conveyed being described by metes and bounds as follows:

BEGINNING at an iron rod on the East line of Bering Drive for the Northwest corner of said South half of Lot 18, located 1357.20 feet South of the Intersection Point of said East line of Bering Drive and the South line of San Felipe Road;

THENCE South with said East line of Bering Drive, 170.21 feet to an iron pipe for the Southwest corner of said South half of Lot 18;

THENCE North 89 degrees 54'43" East parallel to the line between Lot 18 and Lot 16, a distance of 512.04 feet to an iron pipe for the Southeast corner of said South half of Lot 18;

THENCE North 0 degrees 04'14" West with the East line of Post Oak Gardens Subdivision, a distance of 170.21 feet to an iron rod for the Northeast corner of said South half of Lot 18;

THENCE South 89 degrees 54'43" West parallel to said line between Lot 18 and Lot 16, a distance of 511.83 feet to the PLACE OF BEGINNING, containing 2.0002 acres of land more or less.

GGS ENGINEERING, INC.

GARY CONDRON

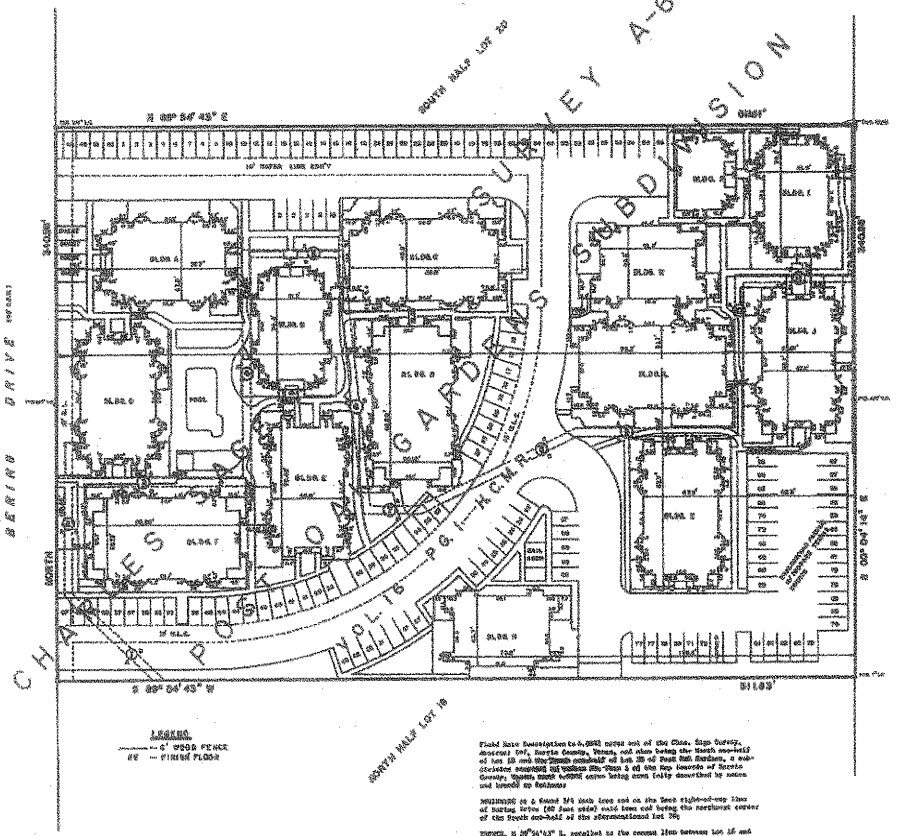
8822 FAIRDALE
HOUSTON, TEXAS 77067

713/783-9040

STATE OF TEXAS
COUNTY OF HARRIS

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

MAR 1 8 1980



NOTE:
PROPOSED WALKS AND FENCES SUBJECT TO CHANGE

F.H. - TOP OF FIRE HYDRANT on THE WEST SIDE OF BERING DRIVE, DIRECTLY ACROSS FROM BUILDING "B", ASSIGNED ELEVATION 10000

LEGEND
——— 6' WOOD FENCE
FF — FINISH FLOOR

Field Note Description to 4.0092 acres out of the Chas. Sign Survey, Abstract 697, Harris County, Texas, and also being the North one-half of Lot 18 and the South one-half of Lot 20 of Post Oak Gardens, a subdivision according to Volume 69, Page 1 of the Map records of Harris County, Texas, said 4.0092 acres being more fully described by metes and bounds as follows:

BEGINNING at a found 3/4 inch iron rod on the West right-of-way line of Bering Drive (60 foot wide) said iron rod being the northeast corner of the South one-half of the aforementioned Lot 20;

THENCE, S 00°04'43" E, parallel to the common line between Lot 18 and Lot 20 for a distance of 311.44 feet to a point for a corner, on the westerly line of the aforementioned Post Oak Gardens Subdivision, and from which a found 3/4 inch iron rod bears S 89°54'43" W at a distance of 0.35 feet;

THENCE, S 89°54'43" W along the westerly line of said subdivision, at 170.34 feet pass a found 3/4 inch iron rod marking the common line between Lot 18 and Lot 19, and continuing for a total distance of 340.68 feet to a found 1 inch iron pipe and 4 mites for a corner, said point being the mid-point of Lot 19;

THENCE, N 00°04'43" W along the mid-line of Lot 18 for a distance of 311.43 feet to a point for a corner, said point being on the aforesaid right-of-way line of the aforementioned Bering Drive;

THENCE, thence along the westerly line of Bering Drive, at 170.22 feet pass a found 3/4 inch iron rod marking the common line between Lot 18 and Lot 20, and continuing for a total distance of 340.68 feet to the PLACE OF BEGINNING and containing 4.0092 acres of land.

[redacted]

N. L. & A. EASEMENT

① N 47° 15' 15" E	78.25'
S 47° 15' 15" W	78.25'
② NORTH	52.20'
SOUTH	94.72'
③ EAST	124.00'
WEST	124.00'
④ NORTH	139.00'
SOUTH	134.00'
⑤ EAST	94.72'
WEST	52.20'
⑥ N 00°00'00" E	226.57'
S 00°00'00" E	226.57'
⑦ EAST	32.00'
WEST	32.00'
⑧ N 89° 55'00" E	180.0'
S 89° 55' 00" E	180.0'
⑨ EAST	60.00'
WEST	60.00'
⑩ NORTH	94.72'
SOUTH	94.72'
⑪ EAST	72.00'
WEST	72.00'

TO THE LAND TITLES INSURED THE CONDOS OF THE CERTIFIED SURVEYOR:

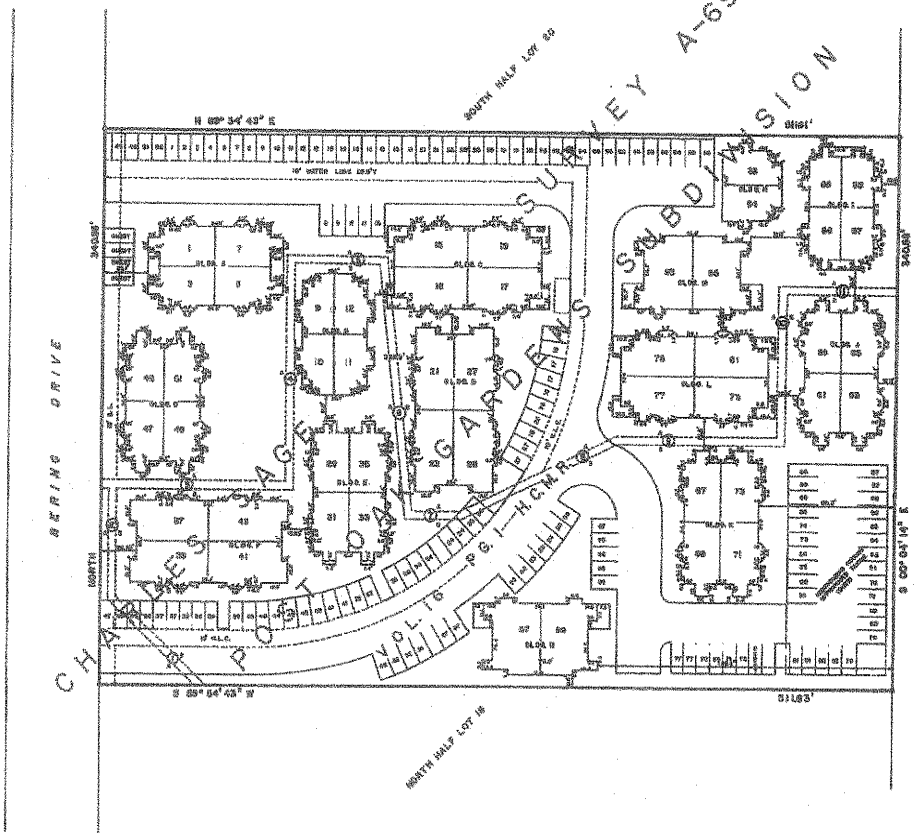
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, PROTRUSIONS OR ENCROACHMENTS, EXCEPTIONS OR OVERLAPPING OF IMPROVEMENTS, EXCEPTIONS OR OVERLAPPING OF IMPROVEMENTS, EXCEPTIONS OR OVERLAPPING OF ANY PROPERTY OR STREET OR ALLEY EXCEPT AS SHOWN HEREON AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS.

DATED: 9-12-78 SIGNED: [signature]

IMPROVEMENT SURVEY
EXHIBIT "A-1"
WINDSOR PARK TOWNHOMES
SOUTH HALF OF LOT 20 & NORTH HALF OF LOT 18 POST OAK GARDENS SUBD. VOL. 69 PG. 1 H.C.M.R. 4.0092 AC. OF LAND OUT OF CHAS. SIGN SUR. A-697 HAR. CO. TEX.

C & S SURVEYING INC
3243 Beechnut Drive 782-0660

Drawn by	Checked by	Approved by	Sheet
R. Pullin			1
Scale	Date	Drawing No	of
1" = 20'	7 / 20 / 78	7172	1



N.L.&R. EASEMENT

1	N15 47° 15' 10" W	78.33'
2	N 5 47° 15' 10" W	78.33'
3	NORTH	95.57'
4	S 0°00'00" W	94.77'
5	EAST	83.00'
6	WEST	83.00'
7	NORTH	130.00'
8	SOUTH	130.00'
9	EAST	98.57'
10	WEST	98.57'
11	N 89°45'00" W	98.57'
12	N 0°15'00" E	98.57'
13	EAST	30.00'
14	WEST	30.00'
15	N 45° 00' 00" E	15.00'
16	N 0 45° 00' 00" W	15.00'
17	EAST	83.00'
18	WEST	83.00'
19	NORTH	94.00'
20	SOUTH	94.00'
21	EAST	77.00'
22	WEST	72.00'

TO THE LIEN HOLDER ABOVE THE OWNER OF THE PROPERTY DESCRIBED:

THE UNDERSIGNED SURVEYOR CERTIFIES THAT THIS SURVEY AND PLAT WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON A-10 IN CONNECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, CONFLICTS OF RIGHTS-OF-WAY EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

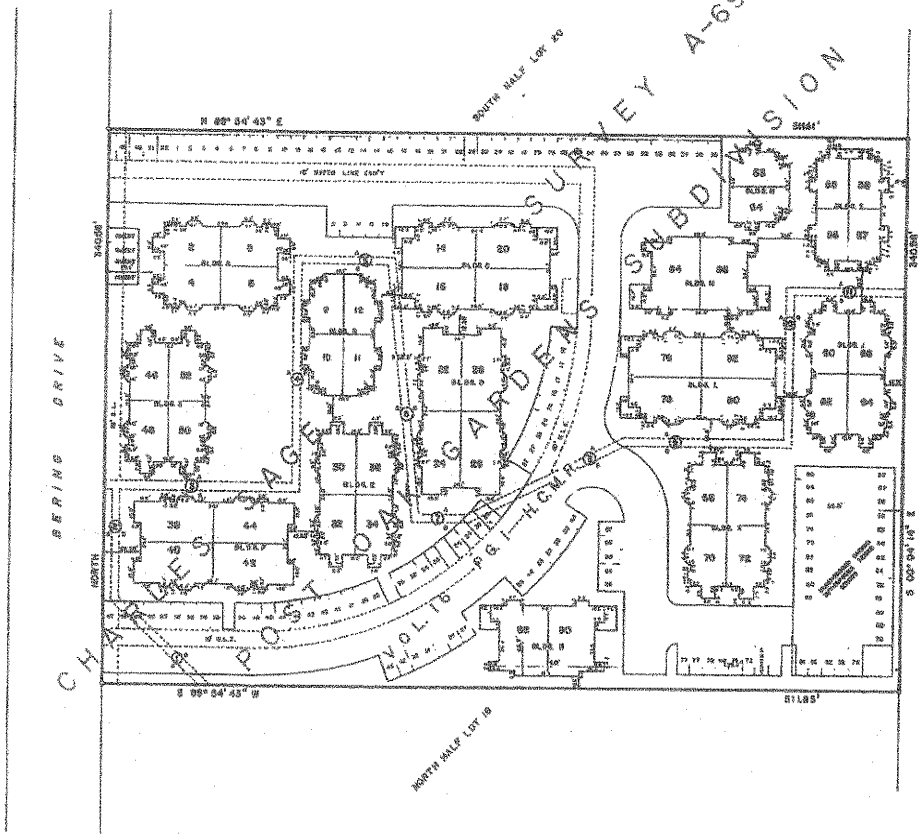
SIGNED, MARCO D. AVIS SIGNED

IMPROVEMENT SURVEY

UNIT LOCATIONS FIRST FLOOR
WINDSOR PARK TOWNHOMES CONDITION-C
SOUTH HALF OF LOT 20 & NORTH HALF OF LOT 19 POST OAK GARDENS SUBD. Y. IS PG.I H.C.M.R. 4000S AC. OF LAND OUT OF CHAS. PARK SUR. A-697 HAR. CO. TEX.

G & S SURVEYING INC
3610 Ferndale Tree 781-5500

Drawn by C. Mario	Checked by	Approved by	Sheet 1 of 10
Scale 1" = 20'	Date 12 6 / 79	Drawing No 7178	



N

M. L. & P. EASEMENT

① N 41° 19' 10" W	73.63'
S 49° 15' 10" E	76.82'
② NORTH	99.61'
② SOUTH	94.71'
② EAST	110.00'
② WEST	124.00'
③ NORTH	132.00'
③ SOUTH	134.00'
③ EAST	94.75'
③ WEST	99.25'
④ N 89°05'20" W	106.31'
⑤ S 89°05'20" E	138.31'
⑥ EAST	94.75'
⑥ WEST	99.25'
⑦ N 45° 26' 01" E	19.79'
S 44° 26' 01" W	19.79'
⑧ EAST	98.00'
⑧ WEST	102.00'
⑨ NORTH	94.75'
⑨ SOUTH	94.75'
⑩ EAST	79.00'
⑩ WEST	79.00'

IN THE EVENT HOLDER ABOVE THE OWNER OF THE PROPERTY SURVEYED.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREIN AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EXCEPTIONS OR FLOOD-OF-WAY EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

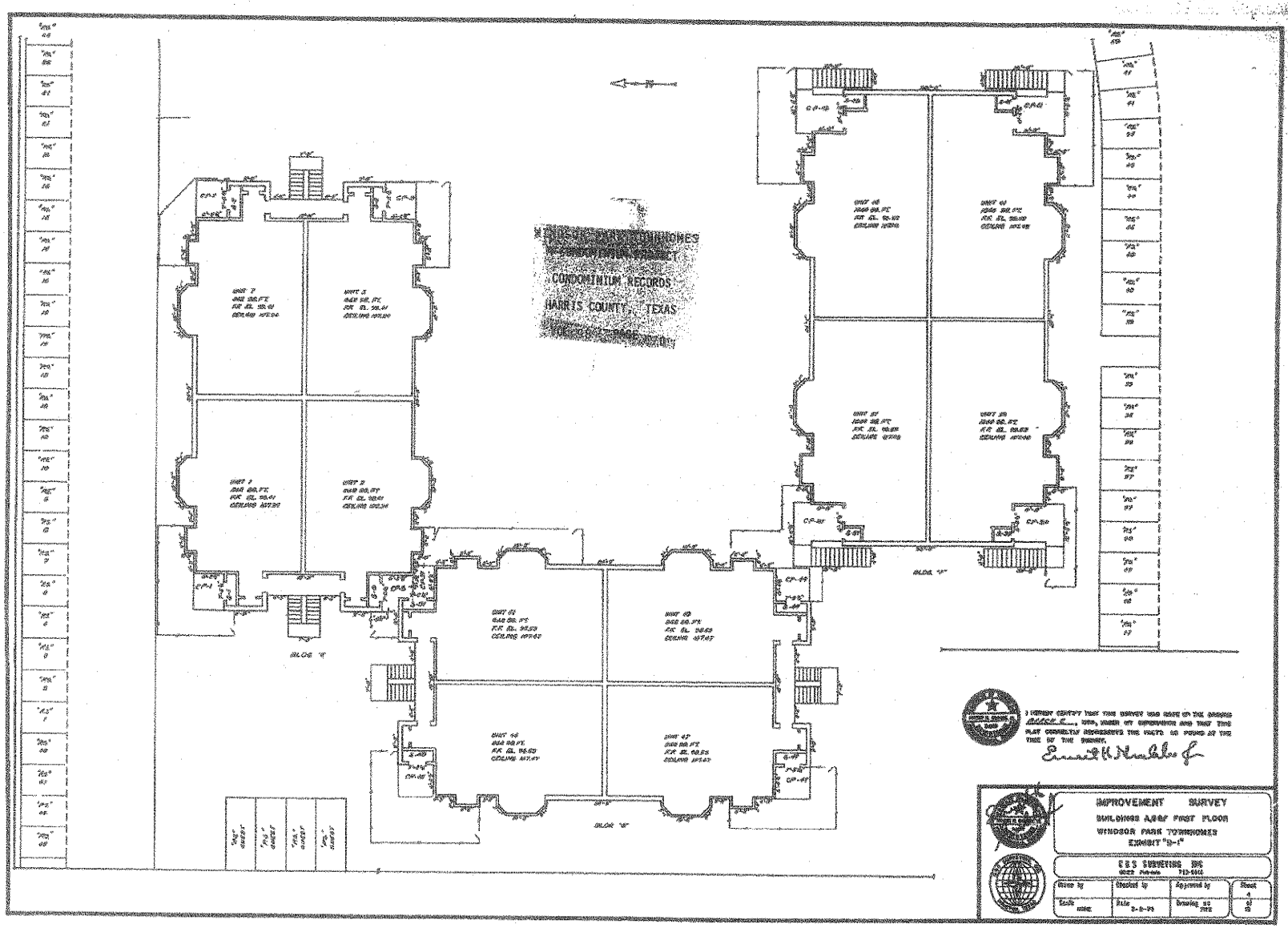
DATED MARCH 8, 1979 SIGNED

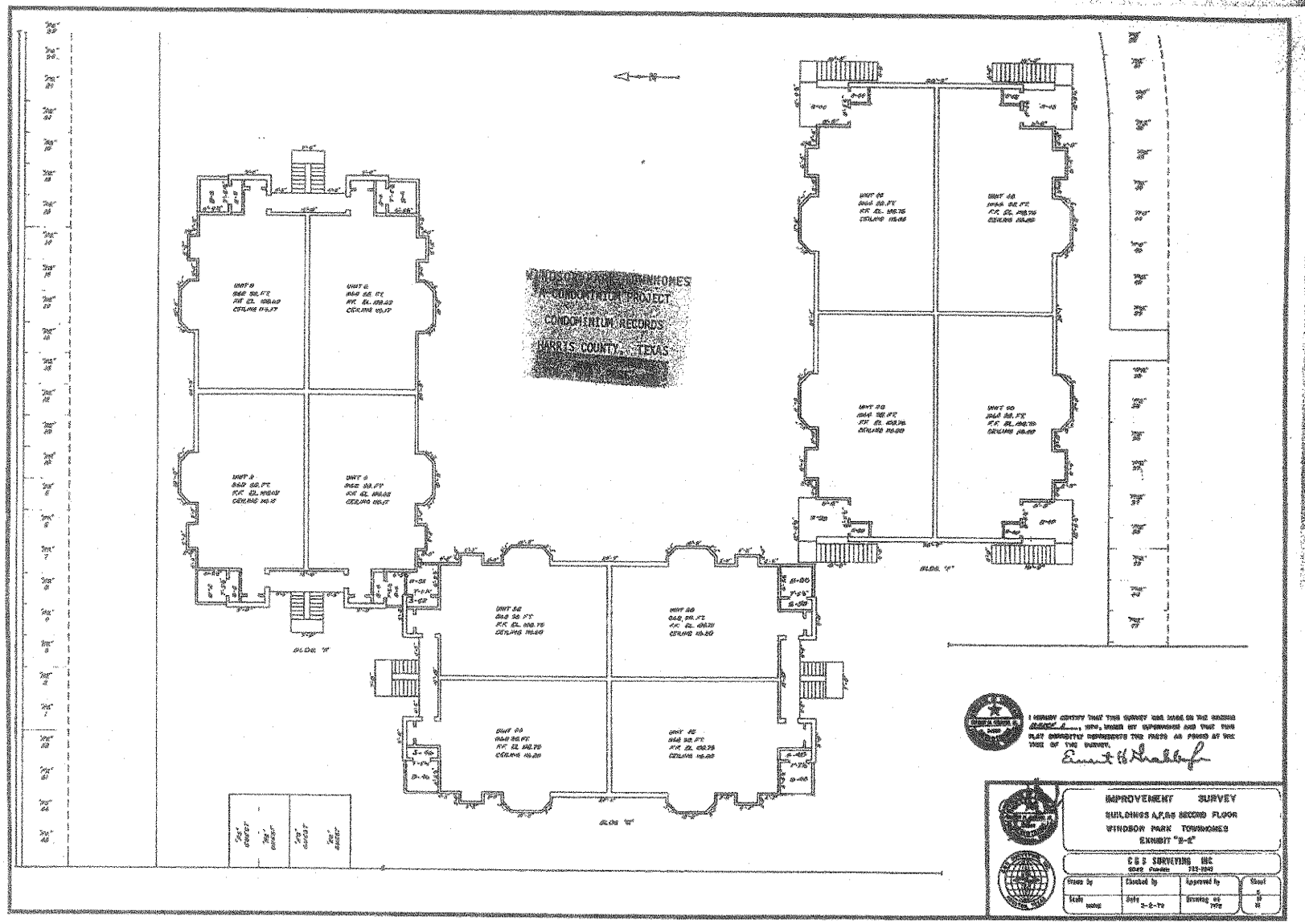
IMPROVEMENT SURVEY

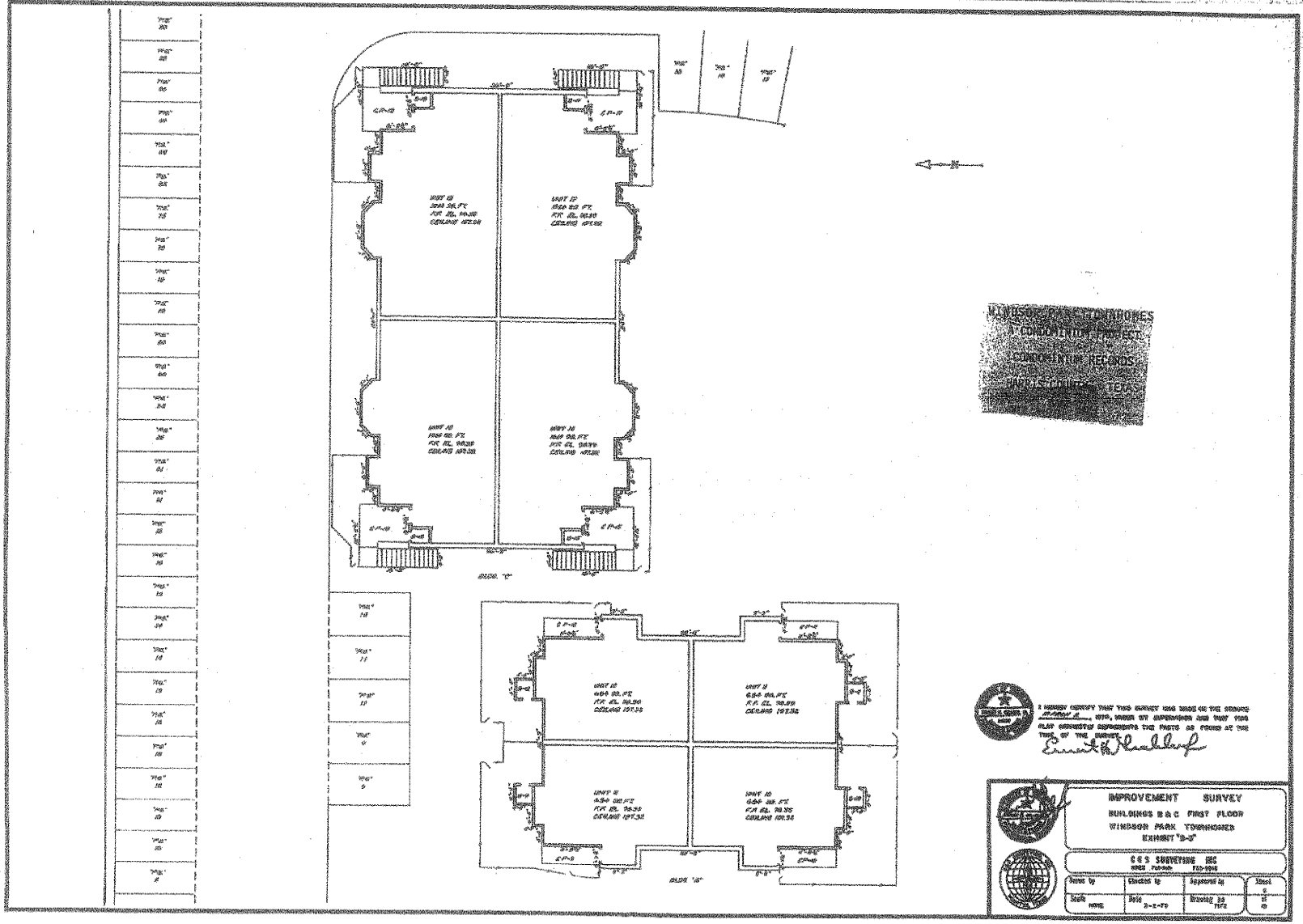
UNIT LOCATIONS SECOND FLOOR
WINDSOR PARK TOWNHOME EXHIBIT "A-3"
SOUTH HALF OF LOT 20 & NORTH HALF
OF LOT 19 POST OAK GARDENS SUBD. V.
16 PG. 1 H.C.M.R. 4.0008 AC. OF LAND OUT
OF CHAS SAGE SUR. A-697 HAR. CO. TEX.

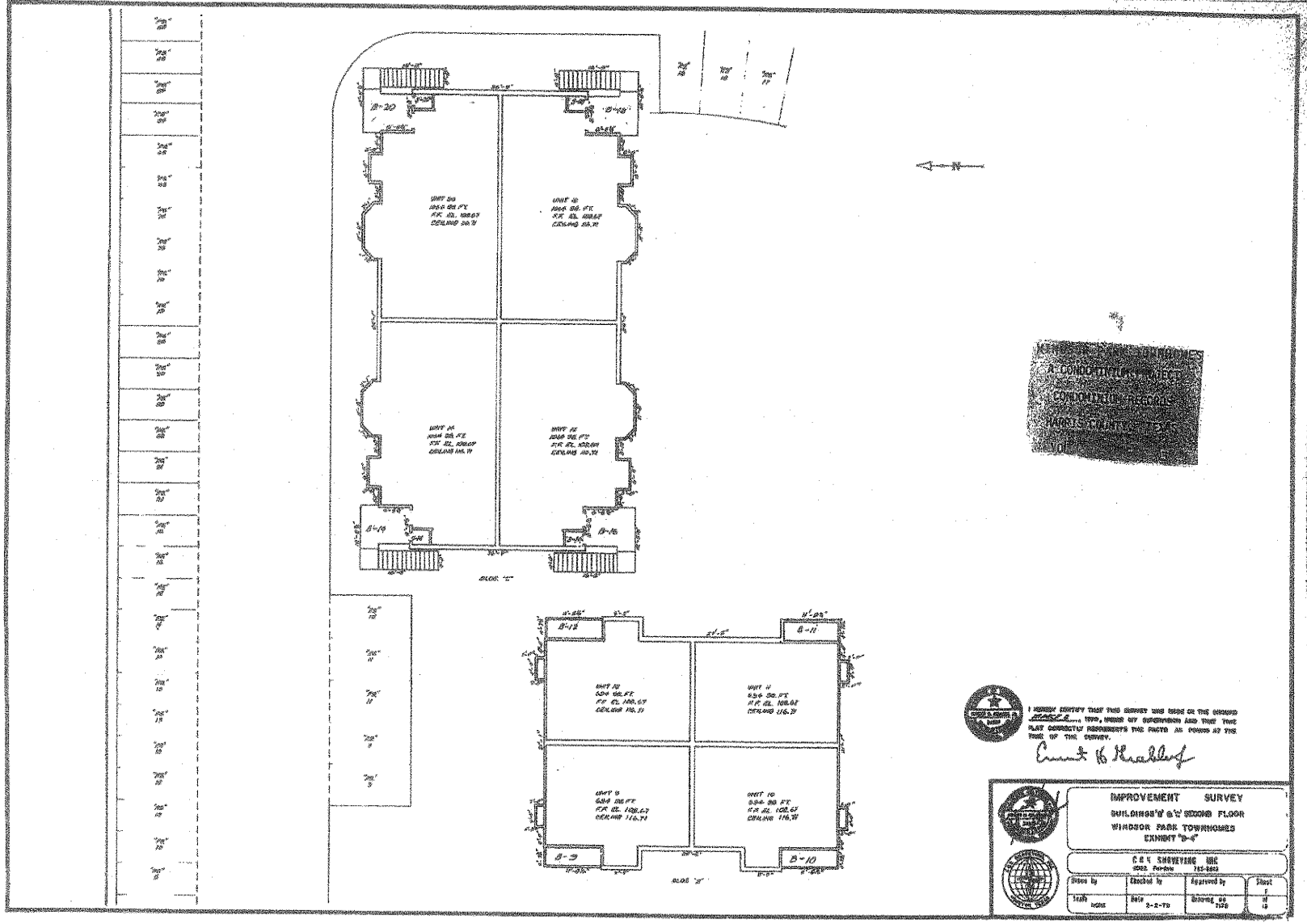
C & S SURVEYING INC
5342 Fawnlake Vista 782-8040

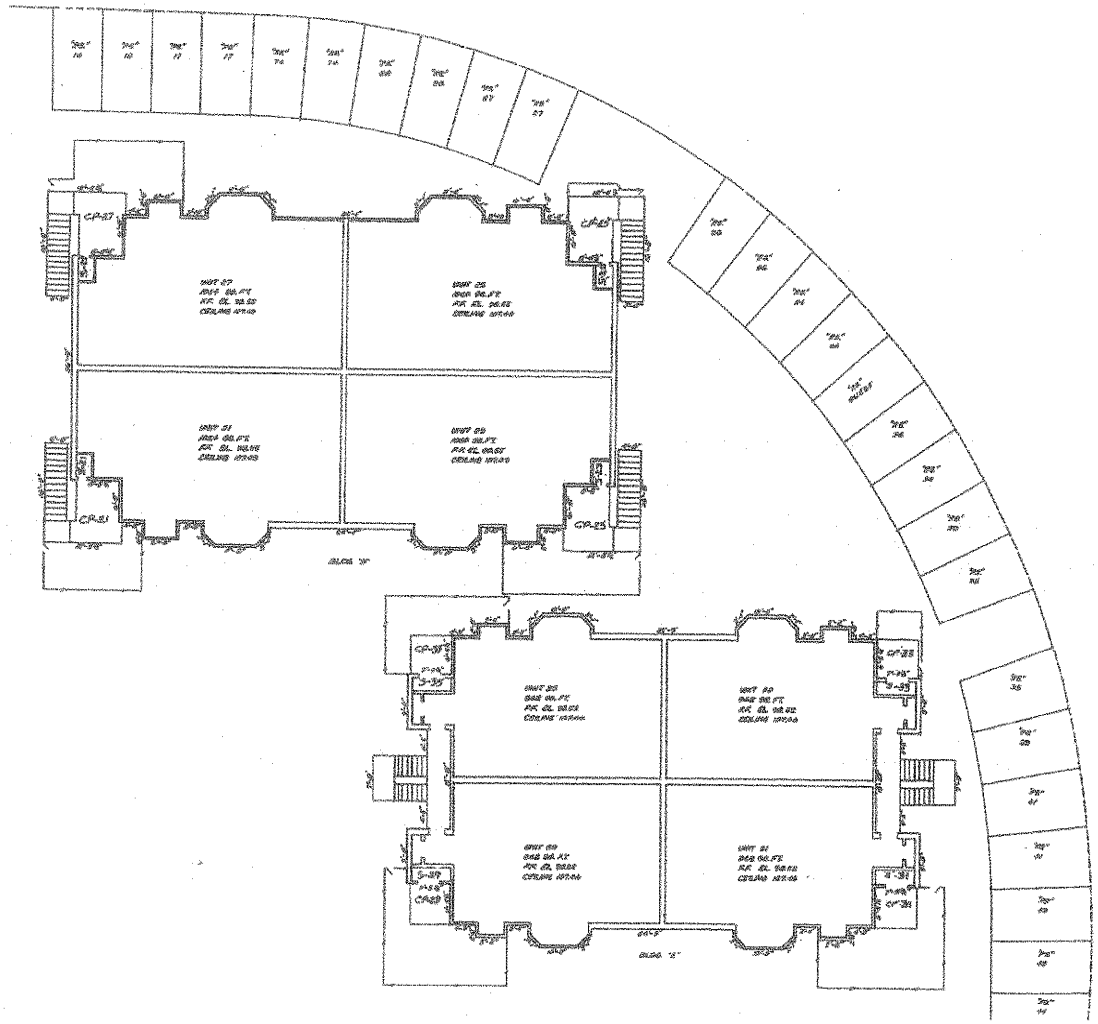
Drawn by R NUNIS	Checked by	Approved by	Sheet 3
Scale 1" = 30'	Date 5/8/79	Drawing No 7172	of 10


CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND
IMPROVEMENT SURVEY
BUILDINGS A&B 1ST FLOOR
WINDSOR PARK TOWNHOMES
EXHIBIT "B-1"


WINDSOR PARK TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
BLDG. "A"
BLDG. "B"
BLDG. "C"
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND
IMPROVEMENT SURVEY
BUILDINGS A,F,&S SECOND FLOOR
WINDSOR PARK TOWNHOMES
EXHIBIT "B-2"
C B S SURVEYING INC
Drawn by
Checked by
Approved by
Scale
Date
Drawing no.
Sheet


WINDSOR PARK TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY TEXAS
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND
IMPROVEMENT SURVEY
BUILDINGS B & C FIRST FLOOR
WINDSOR PARK TOWNHOMES
EXHIBIT "B-2"
C & S SURVEYING INC


BLDG. "C"
BLDG. "B"
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND
IMPROVEMENT SURVEY
BUILDINGS 'B' & 'C' SECOND FLOOR
WINDSOR PARK TOWNHOMES
EXHIBIT "B-4"
C & L SURVEYING INC
Drawn by
Checked by
Approved by
Sheet
Scale
Date
2-2-79
Drawing No.



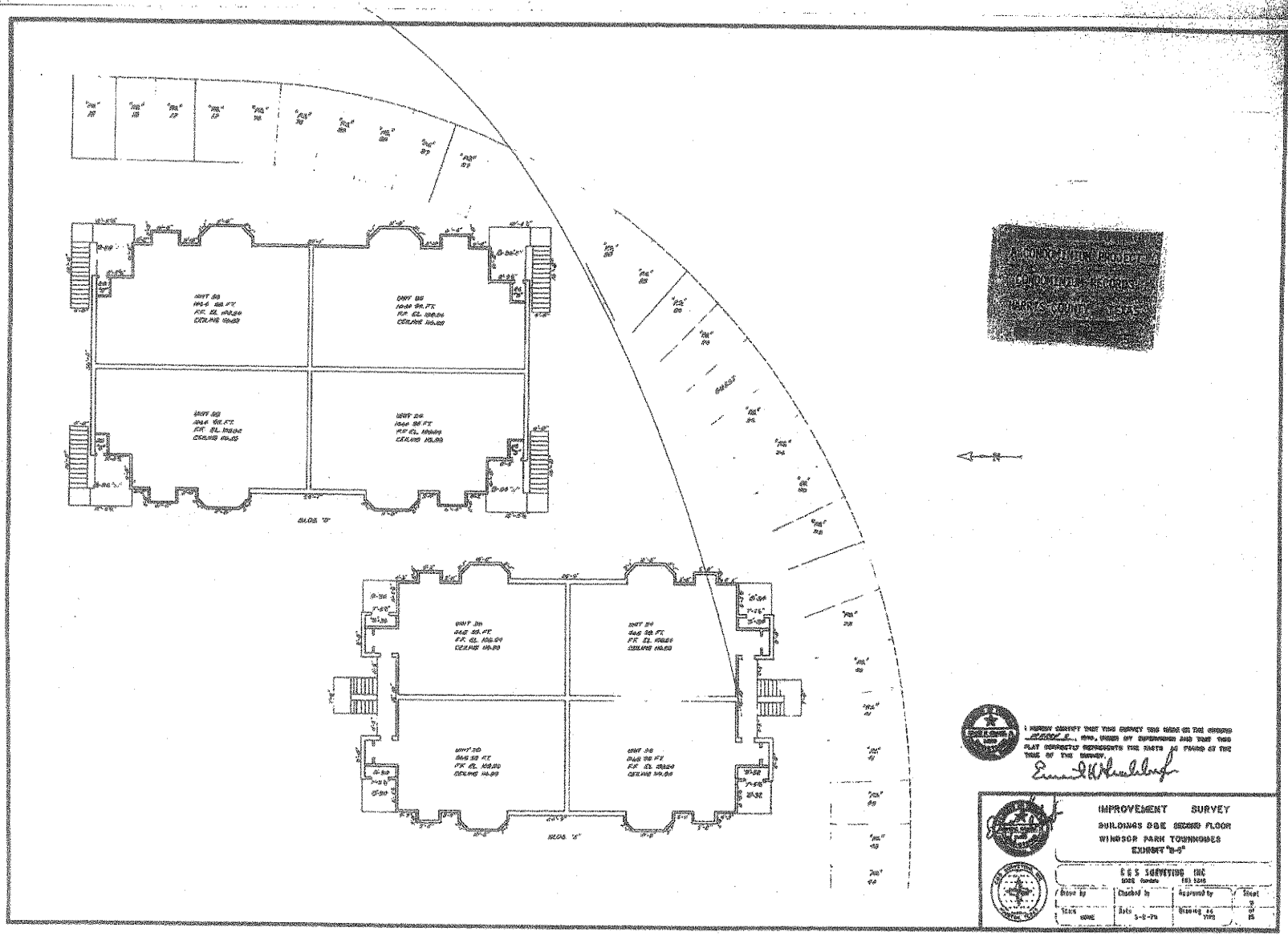
CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS

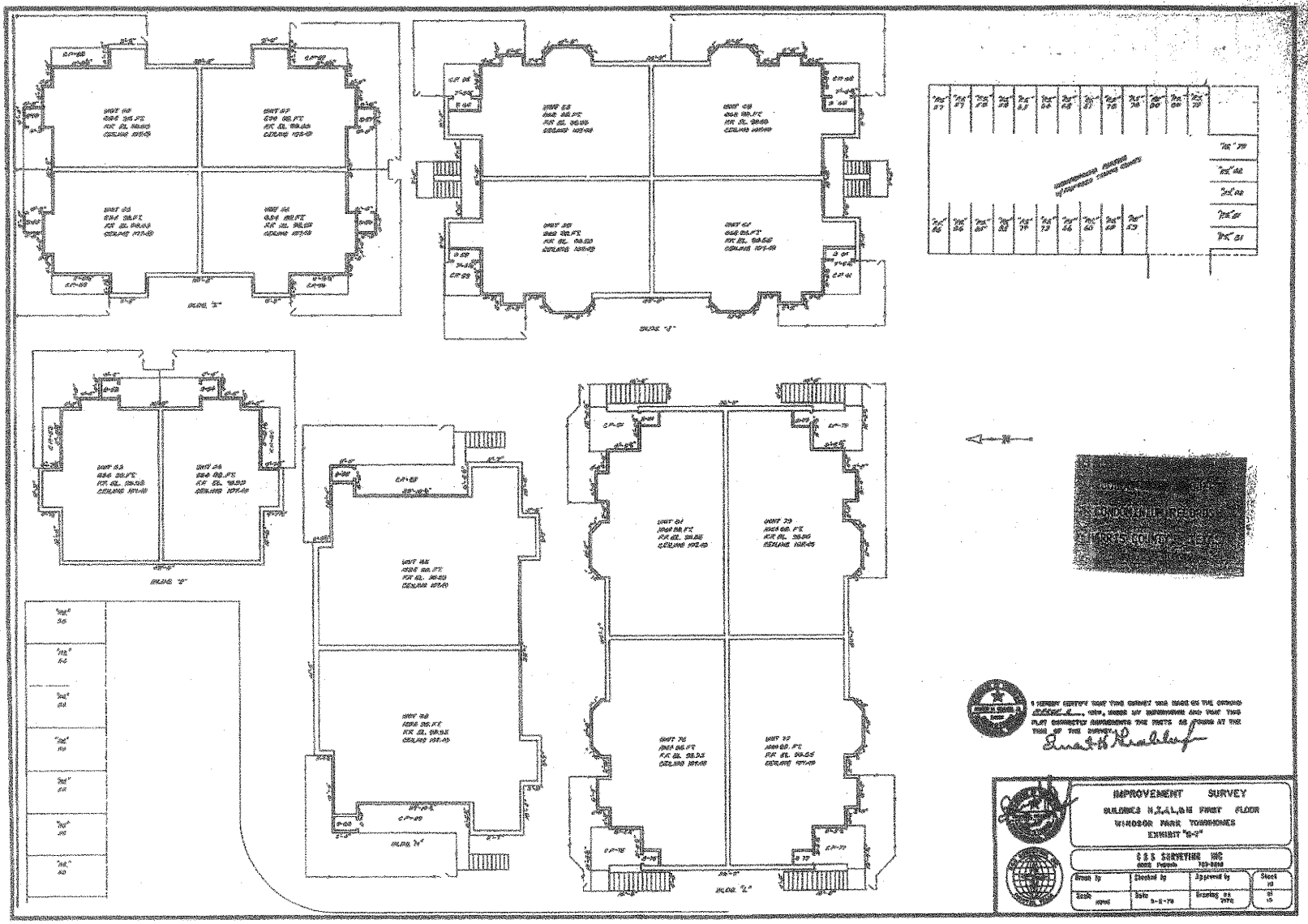
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ... MAY, UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

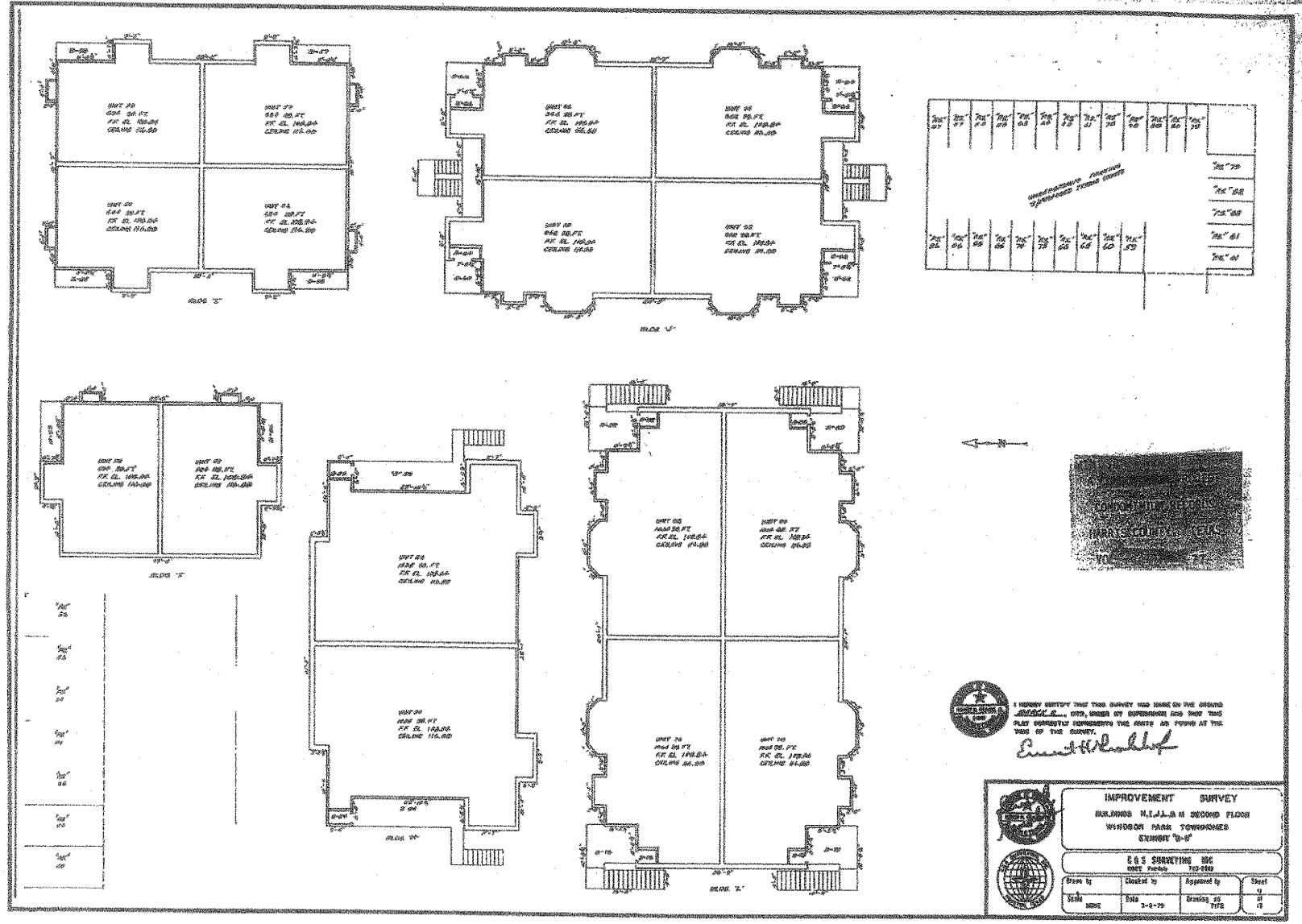
Ernest W. Schaefer

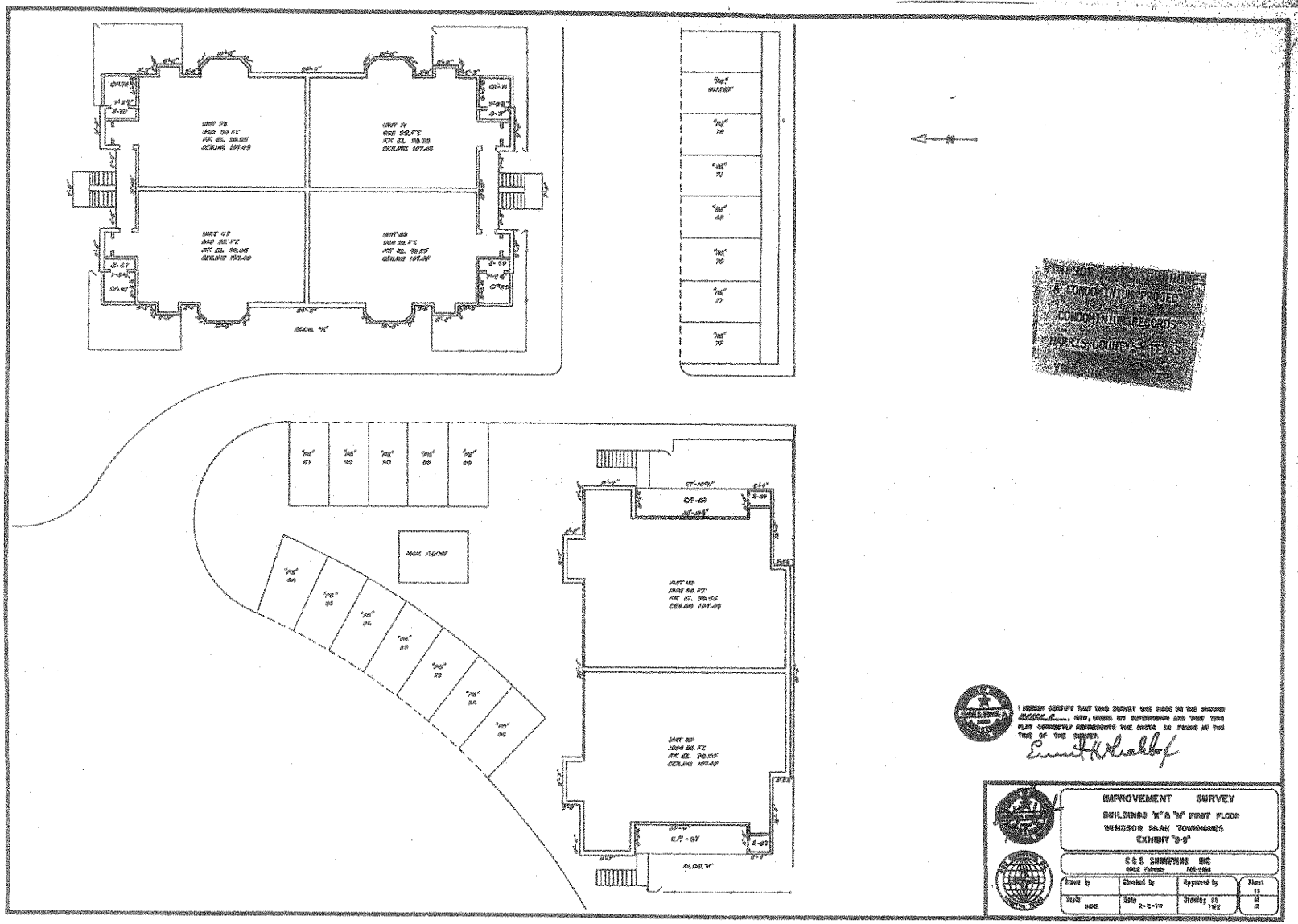
IMPROVEMENT SURVEY
BUILDINGS D & E FIRST FLOOR
WINDSOR PARK TOWNHOMES
EXHIBIT "D-5"

G & S SURVEYING INC


A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND
IMPROVEMENT SURVEY
BUILDINGS SEE SECOND FLOOR
WINDSOR PARK TOWNHOMES
EXHIBIT "B-9"
E & S SURVEYING INC
Drawn by
Checked by
Approved by
Sheet
Scale NONE
Date 5-8-79
Drawing No
19


BLDG. "A"
BLDG. "B"
BLDG. "C"
BLDG. "D"
BLDG. "E"
BLDG. "F"
BLDG. "G"
INDEPENDENCE PARKWAY
(A 70.00 FOOT PUBLIC THOROUGHFARE)
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND
IMPROVEMENT SURVEY
BUILDING N.T.A.L.A.B. FIRST FLOOR
WINDSOR PARK TOWNHOMES
EXHIBIT "B-1"
S & S SURVEYING INC
Drawn by
Checked by
Approved by
Scale
Date
Drawing No.


BLDG. "E"
BLDG. "D"
BLDG. "C"
BLDG. "B"
BLDG. "A"
UNDERGROUND PARKING
SURFACE PARKING
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND
AND UNDER MY SUPERVISION AND THAT THIS
PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE
TIME OF THE SURVEY.
IMPROVEMENT SURVEY
BUILDING NO. 2 SECOND FLOOR
WINDSOR PARK TOWNHOMES
EXHIBIT "B-2"
E & S SURVEYING INC
Drawn by
Checked by
Approved by
Sheet
Scale
NONE
Date
3-2-79
Drawing No
Title

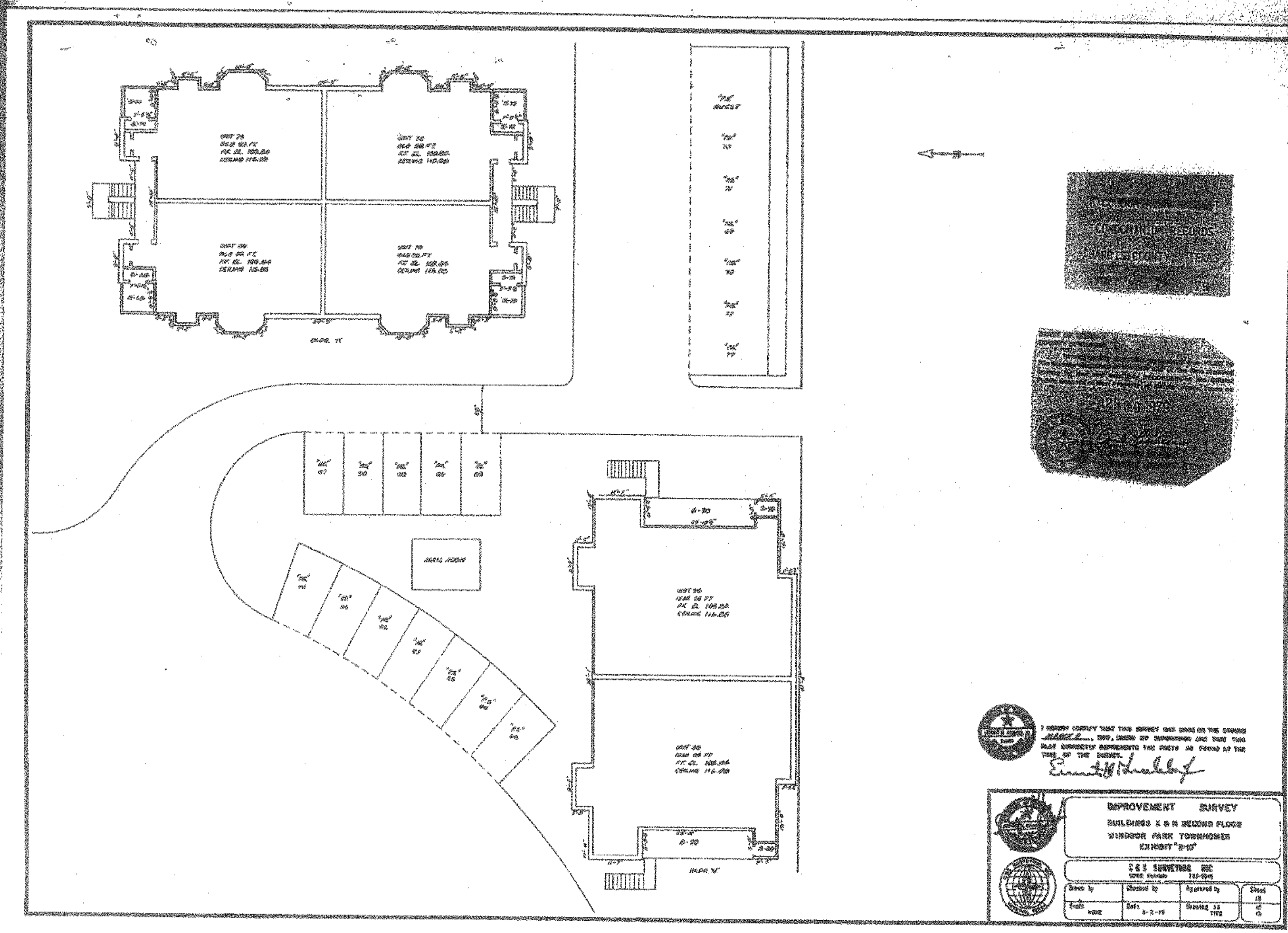


I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ____, AND, UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

IMPROVEMENT SURVEY
BUILDINGS "K" & "N" FIRST FLOOR
WINDSOR PARK TOWNHOMES
EXHIBIT "B-8"

S & S SURVEYORS INC
2002 Fairdale 713-956

Drawn by	Checked by	Approved by	Sheet
Scale NONE	Date 2-5-19	Drawing no 7922	15 of 15



CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
APR 10 1979
MAIL ROOM
IMPROVEMENT SURVEY
BUILDINGS K & N SECOND FLOOR
WINDSOR PARK TOWNHOMES
EXHIBIT "B-10"
C & S SURVEYING INC
Scale NONE
Date 3-2-79
Sheet

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

WINDSOR PARK TOWNHOMES ASSOCIATION, INC.
Filing Number: 47301401

Articles of Incorporation

April 30, 1979

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 09, 2010.

Hope Andrade
Secretary of State

Rec N657059 021-44-1823

05/06/92 00022851 N657059 $ 9.00

WINDSOR PARK TOWNHOMES ASSOCIATION, INC. 10 Nde

POLICY RESOLUTION: INSURANCE DEDUCTIBLE

I, Steven L. Anderson, President of Windsor Park Townhomes Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify at the regular meeting of the Board of Managers of the Association held on December 19, 1991 with at least a majority of the Managers being present thereat and remaining throughout and being duly authorized to transact business, the following resolution was duly made and approved:

WHEREAS, on or about April 26, 1979, that certain instrument entitled "Condominium Declaration for Windsor Park Townhomes" (the "Declaration") was filed in Volume 98, Page 58, of the Condominium Records of Harris County, Texas; and

WHEREAS, the By-Laws of the Association were attached to the Declaration as Exhibit "D"; and

WHEREAS, Paragraph 14 of the Declaration provides the administration of the condominium shall be in accordance with the provisions of the Declaration and the By-Laws of the Association; and

WHEREAS, Paragraph 19 of the Declaration provides each unit owner shall comply with the provision of the Declaration, By-Laws, decisions and resolutions of the Association and failure to comply with same shall be grounds for an action to recover sums due for damages or injunctive relief; and

WHEREAS, Article IV, Section 1 of the By-Laws states the affairs of the Association shall be governed by a Board of Managers; and

WHEREAS, Article IV, Section 2 of the By-Laws provides the Board of Managers has the power and duty to carry on the administration of the Association and do all of the things necessary and reasonable in order to carry out the communal aspect of condominium ownership; and

WHEREAS, Paragraph 21 of the Declaration and Article IV, Section 3(d) of the By-Laws require the Association, through its Board of Managers, to maintain certain types of insurance protecting the Windsor Park Townhomes (the "Property"); and

Ret Prime Site Inc
8955 Katy Fwy
Ft 301
Hou TX 77024-1193

021-44-1824

WHEREAS, the Board of Managers has obtained insurance policies protecting the buildings and common elements of the Property; and

WHEREAS, the Board of Managers having considered all relevant factors, and based on its business judgment, has agreed to a minimum $1,000.00 deductible; and

WHEREAS the Board of Managers is of the opinion that it is necessary to adopt and enforce an equitable policy in regard to the liability for payment of the deductible.

NOW THEREFORE BE IT RESOLVED that the following policy be and is hereby adopted by the Board of Managers:

1. In the event the loss or damage covered by the Association's insurance policy is caused by the negligence of a unit owner, the unit owner's tenants, invitees or guests, such owner will be liable for the full amount of any deductible on the Association's insurance policy.

2. In the event that:

   (i) The loss originates or is caused by the unit owner, the unit owner's tenants, invitees or guests, or from within or due to the unit owner's unit without any negligence being attributable; or

   (ii) The cause of the loss cannot be determined and is only related to the unit owner's unit or the limited common elements assigned to the unit owner's unit,

   the unit owner will still be liable for the full minimum $1,000 deductible on the Association's policy.

3. In the event more than one unit is involved in any insured loss, and the cause of the damage cannot be attributable to any one unit or resident, the deductible will be proportionately distributed among all units which have experienced the loss.

4. In the event a unit owner or resident is insured for any loss to the unit or to the property, the Association shall be entitled to require the unit owner and/or resident claim any loss under such unit owner/resident's policy of insurance.

5. The Association urges all resident unit owners and absentee unit owners to purchase a Tenant Homeowners Policy (Forms HOB (or C) Con 1) to

021-44-1825

provide coverage against the Association's high deductible. Absentee unit owners of vacant units are encouraged to contact their insurance agent to determine the feasibility of purchasing a minimum value fire policy.

6. Unit owners are responsible for obtaining and continuing their individual insurance policies.

TO CERTIFY WHICH WITNESS my hand on this 7th day of April, 1992.

Steven L. Anderson
STEVEN L. ANDERSON
President

STATE OF TEXAS)(
)(
COUNTY OF HARRIS)(

Before me, the undersigned authority, on this day personally appeared Steven L. Anderson, President of Windsor Park Townhomes Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 7th day of April, 1992.

MARIA E. GONZALEZ
Notary Public, State of Texas
My Commission Expires
DECEMBER 12, 1993

Maria E. Gonzales
Notary Public, State of Texas MARIA E. GONZALES
Maria E. Gonzalez
Typed/Printed Name of Notary
My Commission Expires: 12-12-93

FILED FOR RECORD
8:30 A.M.
MAY 6 1992
County Clerk, Harris County, Texas

021-44-1826

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

THE STATE OF TEXAS }
COUNTY OF HARRIS }

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

MAY 6 1992

COUNTY CLERK,
HARRIS COUNTY, TEXAS