

7721911

DEEDS

CONDOMINIUM DECLARATION
FOR
MARINA VISTA CONDOMINIUM

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

WHEREAS, Marina Vista, Inc., a Texas corporation, hereinafter called "Developer", is the sole owner in fee simple of that certain tract or parcel of land which is composed of the combination of the following described contiguous and adjoining lots, hereinafter collectively referred to as the "project tract of land", to-wit:

Being 3.11367 acres of land out of and a part of the John Cronkight Survey, Abstract No. 11, Montgomery County, Texas and being more fully described by metes and bounds as Tract A and Tract B as follows:

Tract A: BEGINNING at a point for the intersection of the east boundary line of Walden on Lake Conroe, Section Seven as recorded in Volume 11, Page 17 and 18 of the Map Records of Montgomery County and the north right-of-way of Melville Drive, 60 feet wide, Walden on Lake Conroe, Section One, as recorded in Volume 10, Page 16 of the Map Records of Montgomery County,
THENCE N 23°56'40" W along said east line of Section Seven, 172.17 feet to a point for a corner,
THENCE N 00°31'13" W continuing along said east line, 201.68 feet to a point for a corner, said point lying on the 201 foot contour line as set by the San Jacinto River Authority,
THENCE along said 201 foot contour line N 54°09'14" E, 13.86 feet to a point for a corner,
THENCE continuing along said 201 foot contour line N 18°25'18" E, 232.44 feet to a point for a corner,
THENCE continuing along said contour line N 11°56'33" E, 177.75 feet to a point for a corner,
THENCE S 20°50'05" E, 197.63 feet to a point for a corner, said point lying on the northwest line of a lift station site,
THENCE along said northwest line S 18°25'18" W, 81.22 feet to a point for a corner, said point being the most westerly corner of said lift station site,
THENCE along the south line of said lift station site N 69°09'55" E, 51.40 feet to a point for a corner,

THENCE S 20°50'05" E, 159.93 feet to a point for a corner,

THENCE N 69°09'55" E, 16.50 feet to a point for a corner, said point lying on the westerly right-of-way line of a 50 foot wide Sinclair (ARCO) Pipeline Company easement recorded in Volume 789, Page 604 of the Montgomery County Deed Records,

THENCE S 20°50'05" E along said westerly right-of-way line, 175.07 feet to a point for a corner, said point lying on the north right-of-way line of aforementioned Melville Drive,

THENCE along said north right-of-way line S 52°43'14" W, 348.12 feet to the point of beginning,

SAVE AND EXCEPT the following described land out of Tract A:

BEGINNING at the most northerly corner of the aforesaid Tract A, for the beginning corner of said tract.

THENCE S. 11°-56'-33" W. with the westerly line of Marina Vista condominiums a distance of 82.14' to a point for corner.

THENCE N. 53°-15'-23" E. a distance of 46.23' to a point for corner, being in the easterly line of Marina Vista condominiums tract.

THENCE N. 20°-50'-05" W. with the easterly line of Marina Vista condominiums a distance of 56.39' to the point of beginning of the herein described tract, containing 1253.85 sq. feet.

Tract B:

FROM the most northerly corner of aforesaid Tract A, run S. 11°-56'-33" W. with the westerly line of said Tract A a distance of 82.14' to the point of beginning of the herein described tract, which bears N. 78°-03'-27" W. a distance of 6.56' from the northwest corner of building "F" located on said Tract A.

THENCE S. 16°-32'-04" W. a distance of 327.62' to a point for corner, being a corner on the westerly line of said Tract A.

THENCE N. 18°-25'-18" E. with the westerly line of said Tract A a distance of 232.44' for corner.

THENCE N. 11°-56'-33" E. with the westerly line of said Tract A a distance of 95.61' to the point of beginning of the herein described tract, containing 1253.82 sq. feet.

which property is described on the attached map or plat thereof marked Exhibit "A" which by this reference is made a part hereof; and,

WHEREAS, Developer has developed and improved said project tract of land by erecting and constructing a condominium

apartment project thereon, consisting of nine (9) two-story apartment buildings containing a total of ninety-two (92) individual apartments, together with certain improvements, structures and facilities as part thereof and appurtenances thereto, which condominium apartment is designated and shall be known as "Marina Vista Condominium"; and,

WHEREAS, the Developer intends by this Declaration to submit said project tract of land and all of said apartment buildings, and other improvements, structures and facilities thereon, hereinafter collectively referred to as the "project property", to the provisions of and the condominium regime established by the Condominium Act of the State of Texas (hereinafter referred to as the "Act") so as to thereby establish a condominium regime under said Act and in respect to the project property:

NOW THEREFORE, in furtherance of said plan of condominium ownership and the purposes and intents thereof, said Developer, the sole owner in fee simple of said property and improvements, hereby make the following declarations as to the divisions, descriptions, definitions, restrictions, covenants, limitations, conditions, rights, privileges, obligations and liabilities which shall apply to, govern, control and regulate the sale, resale or other disposition, acquisition, ownership or use and enjoyment of said property and improvements in the real estate freehold estate, hereby specifying and agreeing that said declarations and the provisions shall be and constitute covenants to run with the land and shall be binding on Developer, its successors and assigns and all subsequent owners of said real property and improvements together with their Grantees, successors, heirs, executors, administrators, devisees or assigns, to-wit:

(1) Said Developer, in order to establish said plan of condominium ownership for the hereinbefore described property and improvements, hereby expressly submits said property and improvements to the condominium regime established by the Texas Condominium Act as now existing, or hereafter amended, and does

hereby covenant and agree that it hereby divides said property into the following separate freehold estates, to-wit:

(a) Each of the ninety-two (92) individual apartment spaces in said multiple unit apartment buildings hereinafter described shall constitute a separate freehold estate. The boundaries of each such apartment space shall be, and are, the interior surfaces of the perimeter walls, floor, ceilings, and the exterior surfaces of balconies or patios, if any, and the unit includes both the portions of the building so described and the air space so encompassed, excepting the common elements. The individual ownership of each apartment space herein defined shall further include the interior construction, interior dividing walls, partitions, appliances, fixtures and improvements which are intended to exclusively serve such apartment space, such as interior room walls, floors or ceiling covering or finish, closets, cabinets, shelving, individual bathroom, kitchen fixtures, plumbing and appliances, individual air conditioning units, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such apartment which may be removed, replaced, disposed of or otherwise treated without affecting any apartment space or the ownership, use or enjoyment thereof. None of the land in this project on which any apartment is located shall be separately owned as all land in this project shall constitute part of the property (general common elements) as hereinafter defined and shall be owned in common by the owners of the apartment units in this condominium project.

(b) The general common elements of the property as described and defined in paragraph 8 below and the respective undivided interest therein of each owner of an undivided apartment space shall constitute a freehold estate, and it is hereby covenanted and stipulated that each such undivided interest in the general common elements shall be held and owned, together with and may not be sold, conveyed or otherwise disposed of or encumbered separate from the individual apartment to which it is allocated.

(2) For the purposes of this Declaration, the ownership of each apartment space shall include the apartment space itself and the respective undivided interest in the general common elements allocated to the apartment space, and such apartment space and undivided interest in the general common elements shall together constitute an apartment unit.

(3) The land heretofore described, known as the project tract of land, together with all improvements thereon, is hereby submitted to the said condominium regime.

(4) Exhibit "A", above referred to, is a survey plat which depicts said land as above described and the location of the two-story multiple unit apartment buildings located thereon, denoted as Buildings A, B, C, D, E, F, G, H, and I.

(5) Each of the multiple unit apartment buildings shown and denoted on the above mentioned plat is generally described as follows:

Building A--containing eight (8) apartments, numbered 101, 102, 103, 104, 105, 106, 107 and 108, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building A, hereto attached marked Exhibit "B".

Building B--containing eight (8) apartments, numbered 201, 202, 203, 204, 205, 206, 207 and 208, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building B, hereto attached marked Exhibit "C".

Building C--containing eight (8) apartments, numbered 301, 302, 303, 304, 305, 306, 307 and 308, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building C, hereto attached marked Exhibit "D".

Building D--containing twelve (12) apartments, numbered 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411 and 412, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building D, hereto attached marked Exhibit "E".

Building E--containing six (6) apartments, numbered 501, 502, 503, 504, 505 and 506, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building E, hereto attached marked Exhibit "F".

Building F--containing twenty-eight (28) apartments, numbered 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627 and 628, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building F, hereto attached marked Exhibit "G".

Building G--containing eight (8) apartments, numbered 701, 702, 703, 704, 705, 706, 707 and 708, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building G, hereto attached marked Exhibit "H".

Building H--containing six (6) apartments, numbered 801, 802, 803, 804, 805 and 806, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building H, hereto attached marked Exhibit "I".

Building I--containing eight (8) apartments, numbered 901, 902, 903, 904, 905, 906, 907 and 908, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building I, hereto attached marked Exhibit "J".

(6) The ninety-two (92) apartment spaces above described and which shall be individually conveyed and owned, each having a direct exit to a thoroughfare or a given common space leading to a thoroughfare, are of the sixteen (16) following types:

Type 1	Type 9
Type 2	Type 10
Type 3	Type 11
Type 4	Type 12
Type 5	Type 13
Type 6	Type 14
Type 7	Type 15
Type 8	Type 16

The approximate square footage of the ninety-two (92) apartment spaces above described is as set forth on Exhibits "B" through "J" attached hereto and made a part hereof.

(7) The undivided title and interest of each owner of an apartment space in the general common elements of the property defined in paragraph 8, below, and their proportionate share in the common expenses of said general common elements, as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners of this condominium project, is as follows, to-wit:

Type 1 - .78	Type 9 - 1.09
Type 2 - .79	Type 10 - 1.11
Type 3 - .82	Type 11 - 1.14
Type 4 - .84	Type 12 - 1.16
Type 5 - .87	Type 13 - 1.19
Type 6 - .90	Type 14 - 1.21
Type 7 - .92	Type 15 - 1.47
Type 8 - .96	Type 16 - 1.50

The above percentages fixing the undivided interest of each apartment owner in the general common elements and his share of the common expenses and voting representation cannot be changed except by the written consent of each and every owner and mortgagee of an apartment unit in this condominium project, duly executed, acknowledged and filed for record as a partial amendment to this Declaration and Developer, its successors, assigns and grantees and their successors, heirs, executors, administrators, devisees and grantees hereby covenant and agree that the elements constituting an apartment unit, that is the individual apartment and the undivided interest in the general common elements allocated to it, shall be held and owned together and such elements shall not be separated or separately sold, conveyed or otherwise disposed of or encumbered.

(8) The "general common elements" of the property and of this project include and are defined as all of the project tract of land above described and the buildings, structures and improvements thereon, save and except the ninety-two (92) individual apartment spaces contained in said multiple unit apartment buildings which are to be individually and separately owned, and specifically includes, but is not limited to, all land, building foundations, bearing walls and columns, roofs, common hallways,

lobbies, stairways, entrances, exits, or communication ways, yards, gardens, swimming pool, tennis courts, pavement, pipes, wires, conduits, and other facilities serving the project, and the other elements or items herein or in said Act defined as common elements of the property, and in general, such common elements shall consist of all the land and improvements and appurtenances of every type thereon, excepting said apartment spaces which are to be individually and separately conveyed and owned.

(9) The following portion of the general common elements are hereby set aside and allocated for the restricted use of the respective apartment spaces as is below designated, and said elements shall be known, only so far as the use thereof is concerned, as "limited common elements" but such restriction as to use shall not affect the ownership of same, and the same shall be owned as part of the general common elements, to-wit: (a) patios for apartments 101, 103, 105 and 107, Building A, apartments 201, 203, 205 and 207, Building B, apartments 301, 303, 305 and 307, Building C, apartments 401, 403, 405, 407, 409 and 411, Building D, apartments 501, 503 and 505, Building E, apartments 601, 603, 605, 607, 609, 611, 613, 615, 617, 619, 621, 623, 625 and 627, Building F, apartments 701, 703, 705 and 707, Building G, apartments 801, 803 and 805, Building H, and apartments 901, 903, 905, and 907, Building I, as more fully described in Exhibits "B" through "J", attached hereto and made a part hereof, to which reference is hereby made for all purposes; (b) balconies for apartments 102, 104, 106 and 108, Building A, apartments 202, 204, 206 and 208, Building B, apartments 302, 304, 306 and 308, Building C, apartments 402, 404, 406, 408, 410 and 412, Building D, apartments 502, 504 and 506, Building E, apartments 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626 and 628, Building F, apartments 702, 704, 706 and 708, Building G, apartments 802, 804 and 806, Building H, and apartments 902, 904, 906 and 908, Building I, as more fully described in Exhibits "B" through "J", attached hereto and made a part hereof, to which

reference is hereby made for all purposes, and the use of said areas is hereby restricted to the owners of said apartments.

(10) Said Developer, its successors and assigns, by this Declaration, and all future owners, lessees, tenants or other occupants of the apartment units in this project, by their acceptance of their deeds, leases, rental agreements or possession of any such apartment unit, hereby covenant and agree as follows:

(a) That the common elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for a condominium regime.

(b) That the apartment units shall be occupied and used only for residential purposes, as a private dwelling or rental unit, and that no professional, business or commercial use shall be made of the same. This restriction is for the benefit of all apartment units in this condominium project and in addition to other rights or remedies, any violation or threatened violation hereof may be enjoined or prevented by suit for injunction at the instance of any owner or owners of other apartment units or the Board of Administration of this condominium regime.

(c) The owners of the respective apartment spaces shall not be deemed to separately own the basic structural and supporting portions of the perimeter walls, and/or bearing walls, floors and ceilings surrounding his respective apartment space, nor shall such owner be deemed to separately own pipes, wires, conduits or other public utility lines running through said respective apartment spaces which are utilized for or serve more than one apartment space, but the same shall be owned as tenants in common as part of the common elements of the property, however, each apartment owner shall have an easement in the interest of the other owners in and to the aforesaid elements and facilities as shall be necessary for the support, maintenance, use and enjoyment of his apartment; such owner, however, shall be deemed to separately own the walls and partitions which are contained within the

perimeter walls of said owner's respective apartment space, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings and the facilities, fixtures and equipment built or placed in said apartment space for the exclusive service and convenience of such apartment space.

(d) The owners of the respective apartment spaces agree that if any portion of the common elements encroaches upon the apartment space, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any portion of any multiple unit apartment building is partially or totally destroyed, and then rebuilt or reconstructed, the owners of apartment spaces agree that valid easements shall exist for any resulting encroachments.

(e) The owner of an apartment unit, upon acquisition of same, shall automatically become a member of the Council of Co-Owners of this condominium project, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership shall automatically cease. The Council of Co-Owners shall elect from among its members a Board of Administration to consist of not less than three (3) members, who shall serve in such office without pay or compensation for such term as specified in the By-Laws of this condominium project or until their successors are duly elected in accordance with the provisions of such By-Laws. Such Board of Administration shall manage and govern the affairs of the Council of Co-Owners, and it shall have such powers, functions, authority, duties, obligations and responsibilities as shall be specified in said By-Laws and/or as may be delegated to it from time to time by the Council of Co-Owners.

(f) The owners of apartment units agree that the government and administration of the condominium shall be in accordance with this Declaration and the By-Laws which are attached hereto as Exhibit "K" and made a part hereof which By-Laws may

be amended from time to time by the Council of Co-Owners in accordance with the provisions thereof, and any and all such amendments, duly certified to by the presiding officer of the Board of Administration or other person authorized to make such certifications of such By-Laws, shall be filed for record as a partial amendment to said Exhibit "K" attached hereto.

(g) That each owner, tenant or occupant of any apartment unit shall comply with the provisions of this Declaration, the By-Laws, and the valid decisions and resolutions of the Council of Co-Owners, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, and/or for injunctive relief.

(h) This Declaration shall not be revoked or any of the provisions hereof amended unless all of the owners of the apartment spaces in this condominium project and all of the mortgagees or beneficiaries of mortgagees or deeds of trust covering the apartment units unanimously agree to such revocation or amendment by duly recorded instruments.

(i) All owners of apartment units in this condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by the By-Laws of this project or by resolution of said Council of Co-Owners, their pro-rata share, in the percentages above fixed and set out for each apartment unit, of the expenses of administration, upkeep, maintenance and repair of the general common elements of this project, and in the proper care of the limited common elements, as any and all such common elements are described and defined in this Declaration, and of any other valid expense or charge assessed pursuant to authority given by said Act, or this Declaration or said By-Laws, each of which assessments shall become due and payable within ten (10) days from the date each such assessment is made unless otherwise specified in the By-Laws, and

such assessments shall become liens against the respective apartment units for their pro-rata share thereof at the time such assessments become due and payable unless otherwise specified in said By-Laws. No owner shall be exempt from contributing toward such expenses, charges, costs, or assessments by waiver of the use or enjoyment of the common elements, either general or limited, or by abandonment of the apartment belonging to him.

(11) All liens for assessments made by the Council of Co-Owners, or by the Board of Administration when authorized to do so as aforesaid, shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the city, county, and state governments or any political subdivision or special district thereof, and (2) liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for common expenses become due. The lien of the Council of Co-Owners for assessments shall be freely assignable. Such lien for assessments herein provided may be foreclosed, without prejudice and subject to the aforesaid liens, by the holder thereof in the same manner as either a vendor's lien, or as is provided for foreclosure of a contractual deed of trust lien on real property under Vernon's Annotated Civil Statutes of Texas, Article 3810, or by judicial foreclosure. In the event of foreclosure under such Article 3810, the Council shall be entitled to designate a Trustee by instrument recorded in the Office of the County Clerk of Montgomery County, Texas, and upon such recording, such Trustee shall, at the request of the Council of Co-Owners, give notice of sale as required by such Article 3810 and sell such apartment, or interest therein, to the highest bidder for cash at the Courthouse door of Montgomery County, Texas, at public vendue and at the time as provided in said Statute, it being understood that the recitations contained in the Trustee's deed shall be conclusively presumed true and correct. In the event foreclosure

proceedings are followed as stated hereinabove, reasonable attorney's fees shall be included as a part of the lien for assessments which is the basis of said foreclosure. No such foreclosure shall affect or impair any such prior liens. The Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners of the apartment units in this project, shall have power to bid in the apartment unit foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same in behalf of such Co-Owners. The purchaser acquiring title to such apartment unit at such foreclosure sale, whoever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Council of Co-Owners chargeable to such apartment unit which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of the apartment units in this project, including such purchaser or acquirer, his successors and assigns, on a pro-rata basis.

(12) Each apartment space shall be used and occupied only as a single-family dwelling and residential housing accommodation, or for rental purposes, and no apartment space shall be altered, remodeled, subdivided or converted into more than one dwelling unit or housing accommodation.

(13) Upon the sale or conveyance of an apartment unit, all unpaid assessments against the selling Co-Owner for his pro-rata share of the common expenses and charges shall be first paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (a) Assessments, liens and charges in favor of state and any political subdivision thereof for taxes due and unpaid on the apartment unit; and

(b) Amounts due under mortgage instruments duly recorded.

(14) Any purchaser of an apartment unit upon request prior to his purchase shall be entitled to a statement from the Board of Administration as to the amount of the unpaid assessments and charges against the particular apartment unit to be sold and purchased, and such purchaser shall not be liable, nor shall the apartment unit sold be subject to any lien for any unpaid charge or assessment made by the Council of Co-Owners against the Seller or his apartment unit in excess of the amount set forth in said statement for the period covered by such statement. Further provided, that any existing mortgagee of an apartment unit under a mortgage instrument duly recorded shall be entitled upon written request at least annually to a statement from the Board of Administration regarding any unpaid assessments due from the owner of such apartment unit, but the failure of such statement to recite any unpaid assessment shall not relieve the owner from liability therefor nor affect any lien therefor.

(15) The Council of Co-Owners may, upon resolution of a majority, or if required or provided for in the Declaration or the By-Laws, obtain and continue in effect blanket property insurance to insure the buildings and the owners thereof against risks of whatever character, without prejudice to the right of each Co-Owner to insure his own apartment on his own account and for his own benefit. Such insurance may be written in the name of the Council of Co-Owners or any person designated in the By-Laws or this Declaration as a trustee for each apartment owner and each apartment owner's mortgagee, if any. Each Co-Owner and his mortgagee, if any, shall be a beneficiary, even though not expressly named, in the percentages or fractions established in paragraph 7 of this Declaration. The insurance cost and premiums for any blanket insurance coverage shall be a common expense to be paid by monthly or other periodic assessments as determined by the Board of Administration or the Council of Co-Owners, and all such

payments collected on insurance shall be used solely for the payment of such insurance cost or premiums as the same become due. Each Co-Owner shall pay his pro-rata share of the cost of such insurance in proportion to his beneficial interest therein.

(16) In case of fire or other disaster or damage to or destruction of any property subject to this Declaration, the insurance proceeds shall be applied or disbursed, and the repair, reconstruction or disposition of such property and the obligations of the Co-Owners shall be as provided for by Sections 20 and 21, and any other pertinent or applicable provisions of the Texas Condominium Act.

(17) If the owner of any apartment unit in this condominium project shall desire to sell his apartment unit and receives an offer for the purchase of same which he would be willing to accept, such owner shall not sell such apartment unit without first giving the Board of Administration of this condominium project the right of first refusal to purchase such apartment unit, in behalf of the Council of Co-Owners of this project, for the same terms and conditions as stipulated in such offer received. Such right of first refusal shall be given by written notice to the Board of Administration which shall be transmitted by U. S. REGISTERED MAIL or CERTIFIED MAIL, with return receipt requested, and shall set out the price, terms and conditions stipulated in said offer received and the name and address of the person making such offer; and such notice shall be deemed given as of the date of such registered or certified mailing as evidenced by the post office receipt therefor. If such Board of Administration shall not elect to purchase said apartment unit for such price and on such terms and conditions specified in said notice within thirty (30) days from date such notice is given, then such owner may sell said apartment unit to the person or persons making such offer, and in such case it shall be the duty and obligation of said Board of Administration to certify in writing, to be duly acknowledged and

in recordable form, that said selling owner has complied with all the provisions hereof and that such Board of Administration has declined to purchase such apartment unit. The Board of Administration is hereby authorized at its discretion to waive the provisions of this paragraph in respect to any apartment unit or units at any time, provided that each waiver shall be in writing to be duly executed and acknowledged and in recordable form; and, whenever any such waiver may be given by the Board of Administration in respect to any apartment unit or units, the owner or owners of such apartment unit or units in respect to which such waiver is given may sell the same without regard to the provisions of this paragraph and without giving the Board of Administration the right of first refusal to purchase the same. The provisions of this paragraph shall not be applicable to the Developer on the units completed and owned by the Developer but remaining unsold.

(18) Owners of apartment units agree and adopt each and every provision, restriction, dedication, covenant, stipulation and reservation contained in and imposed by those certain "RESTRICTIONS--MARINA VISTA CONDOMINIUM" which are attached hereto as Exhibit "L" and made a part hereof.

(19) All notices, communications and remittances to the Board of Administration shall be sent to it at its mailing address which may be established from time to time and of which the owners in this project shall be notified.

(20) In the event any of the declarations or provisions hereof shall be finally held invalid or unenforceable by any Court of competent jurisdiction, the same shall not affect the validity or enforceability of any of the other declarations and provisions hereof. If any declaration or provision herein contained shall be susceptible of two or more interpretations, the interpretation which shall most nearly be in accord with the purposes and intents hereof shall govern.

(21) In the event of the omission herefrom of any declaration, stipulation or provision which shall be vital,

necessary or expedient for the accomplishment of the purposes and intents of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all omitted matter shall be supplied herein by inference and/or by reference to the provisions of the Texas Condominium Act under which this condominium regime is established, and such provisions of such Act are hereby made a part hereof by reference thereto.

(22) Western Bank, chartered under the laws of the State of Texas, the holder of a lien or liens on Marina Vista Condominium, a parcel of property in Montgomery County, Texas, joins in the execution hereof to evidence its consent hereto and hereby subordinates its lien or liens to the provisions hereof.

DATED AND EXECUTED by the undersigned "Developer" this the 30th day of June, 1977.

MARINA VISTA, INC.

By [Signature]
President

ATTEST:

[Signature]
Secretary

WESTERN BANK

"Lienholder"

By [Signature]
President

ATTEST:

[Signature]
Assistant Cashier

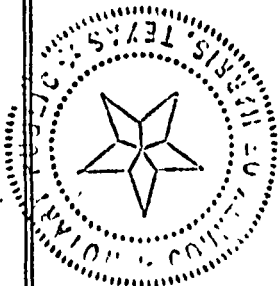
THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joe Zalta, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MARINA VISTA, INC., 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 the 30th day of June, 1977.

[Signature]
Notary Public in and for
Montgomery County, Texas

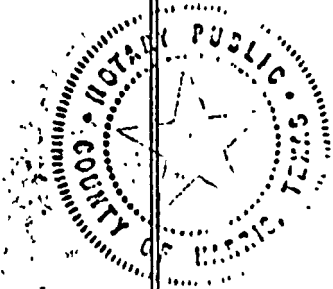


THE STATE OF TEXAS § .VOL 1000 PAGE 919
COUNTY OF HARRIS §

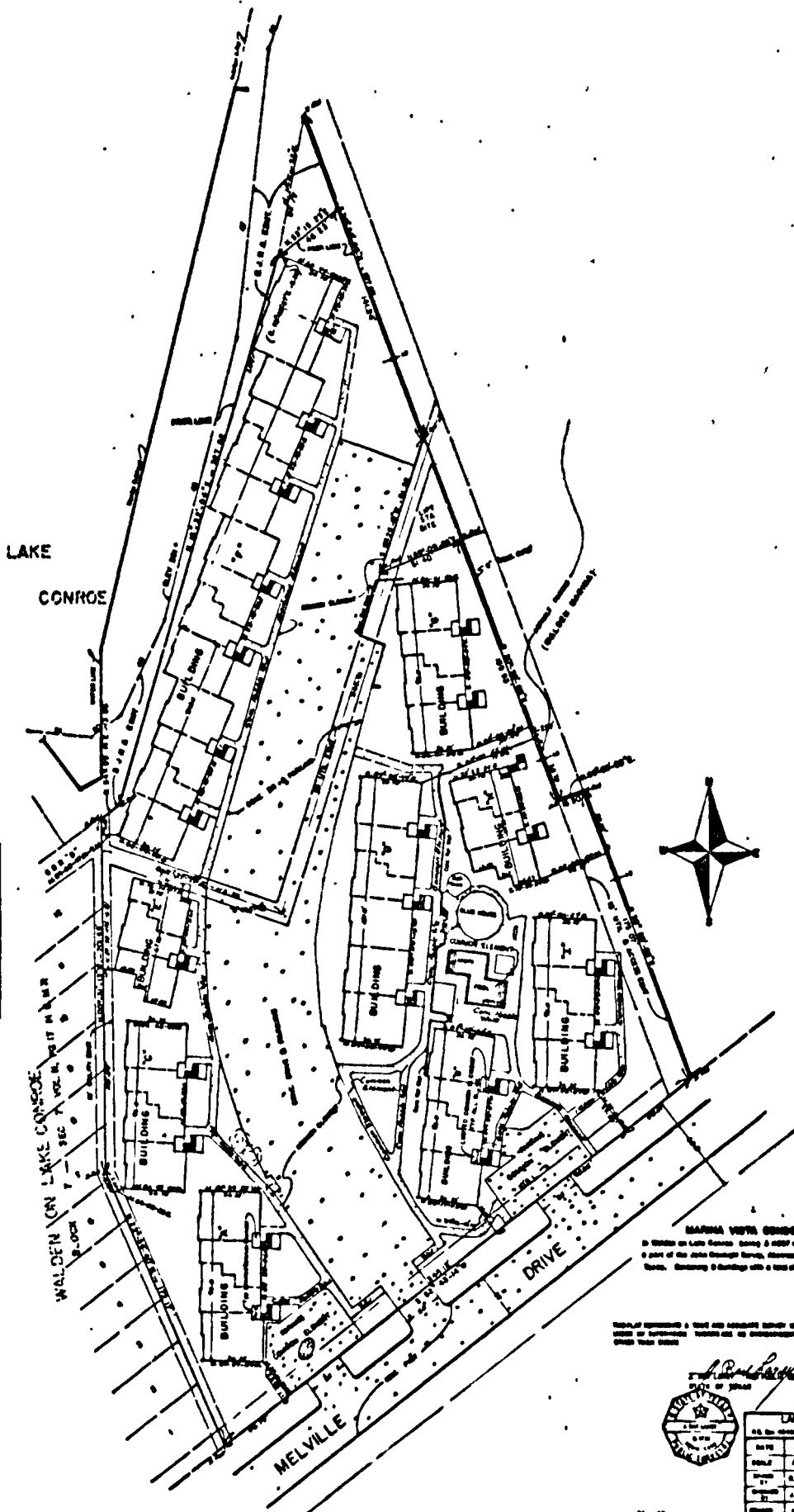
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. Harrel Blac kshear, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WESTERN BANK, chartered under the laws of the State of Texas, and that he executed the same as the act of such bank for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th
day of June, 1977.

Marcella R. Zlaty
Notary Public in and for
Harris County, Texas



NO	BEARING	DIST
46	S 77° 42' 41" W	71.00
47	S 02° 05' 00" W	100.00
48	S 77° 17' 31" W	100.00
49	S 87° 23' 40" W	60.00
50	S 02° 05' 00" W	21.00
51	S 02° 05' 00" W	20.00



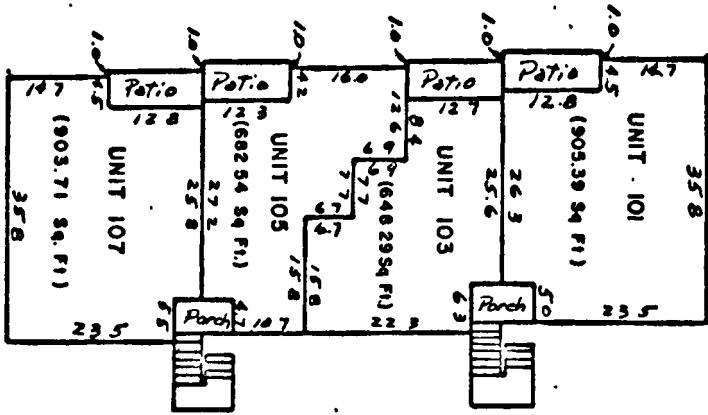
MARINA VISTA CONDOMINIUM
 IS LOCATED ON LAKE CONROE, BEARING A NORTH COURSE OF 100 FEET AND IS A PART OF THE LAKE CONROE TRACT, BEARING S 77° 17' 31" W, DISTANCE 100 FEET, COMMENCING AT CORNER OF WALDEN DRIVE AND MELVILLE DRIVE.

THIS PLAN REPRESENTS A TRUE AND ACCURATE SURVEY MADE ON THE GROUNDS AND ALL NEIGHBORING LANDS AND IS SUBJECT TO ALL RECORDS AND EASEMENTS OF RECORD.

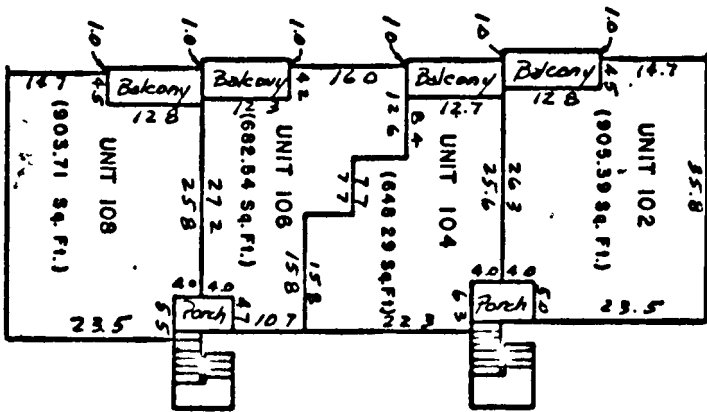


LARRY SWARTZ INC.	
DATE	FILE NO.
06/24/87	1000
BY	LS, SL, SS
CHECKED BY	LS, SL, SS
SCALE	AS SHOWN

EXHIBIT - "A"



SURVEY PLAT of
FIRST FLOOR BLDG.—"A"

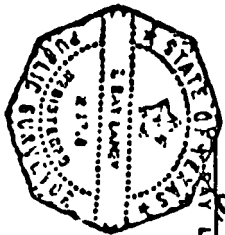


SURVEY PLAT of
SECOND FLOOR BLDG.—"A"



- 1. ——— indicates walls—General Common Element
- 2. Patio, Porch and/or Balcony indicates Limited Common Element
- 3. All Offsets and Building Corners Form Rt. Angles at Points of Inter-section

We, Laney Surveyors, Inc. have made an actual survey on the ground of the property herein shown and certify that there are no encroachments



Robert J. Laney
R. J. LANEY, P.E.
PUBLIC SURVEYOR NO. 1718



LANEY SURVEYORS, INC.

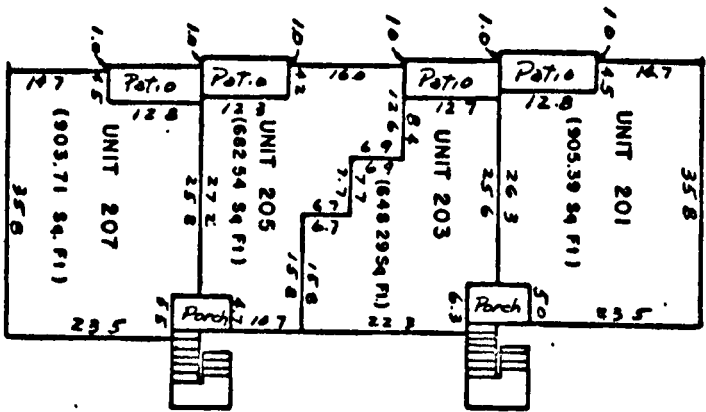
P.O. BOX 45495 HOUSTON, TEXAS

EXHIBIT—"B"

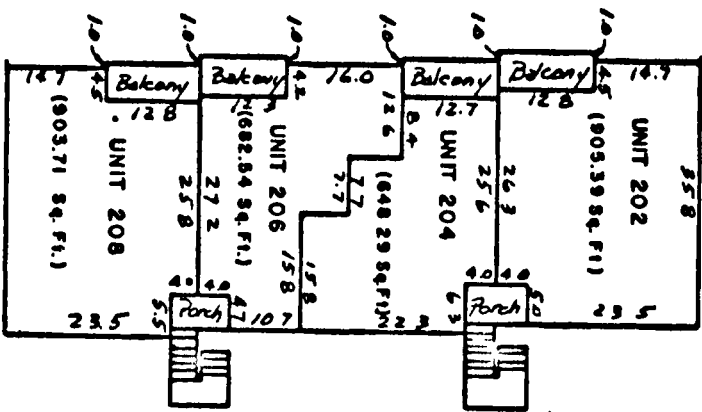
SURVEY PLAT of BUILDING—"A"

MARINA VISTA CONDOMINIUMS
WALDEN ON LAKE CONROE
MONTGOMERY CO., TEXAS

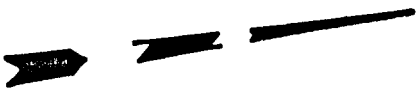
JUNE 29, 1977 SCALE: GRAPHIC



SURVEY PLAT of
FIRST FLOOR BLDG.—"B"

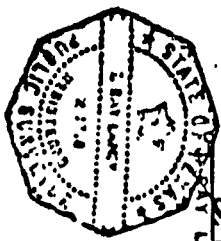


SURVEY PLAT of
SECOND FLOOR BLDG.—"B"



- 1. ——— Indicates Walls - General Common Element
- 2. Patio, Porch and/or Balcony Indicates Limited Common Element
- 3. All Offsets and Building Corners form Rt. Angles at Points of Inter-section

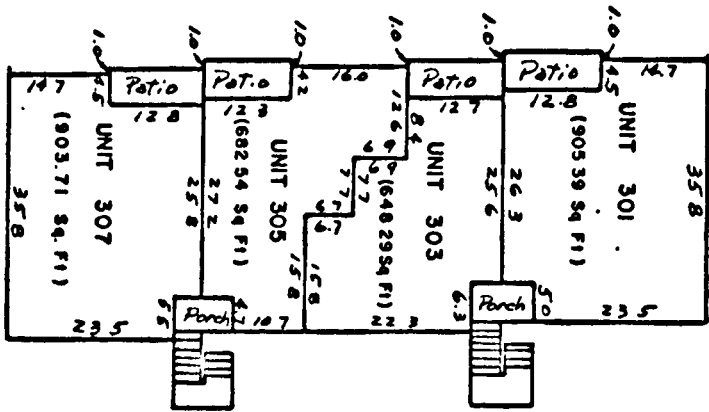
Mr. Laney Surveyors, Inc. have made an actual survey on the ground of the property hereon shown and certify that there are no encroachments



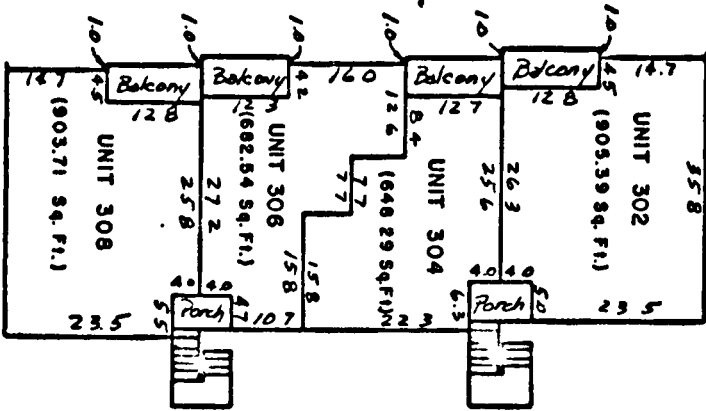
R. E. Laney
R. E. LANEY, P.E.
PUBLIC SURVEYOR NO. 1718



LANEY SURVEYORS, INC.
P.O. BOX 45495 HOUSTON, TEXAS
EXHIBIT—"C"
SURVEY PLAT of BUILDING—"B"
MARINA VISTA CONDOMINIUMS
WALDEN ON LAKE CONROE
MONTGOMERY CO., TEXAS
JUNE 29, 1977 SCALE GRAPHIC



SURVEY PLAT of
FIRST FLOOR BLDG.—"C"



SURVEY PLAT of
SECOND FLOOR BLDG.—"C"



- 1. ——— Indicates Walls - General Common Element
- 2. Patio, Porch and/or Balcony Indicates Limited Common Element
- 3. All Offsets and Building Corners Form N. Angles at Points of Inter-section

We, Laney Surveyors, Inc. have made an actual survey on the ground of the property herein shown and certify that there are no encroachments

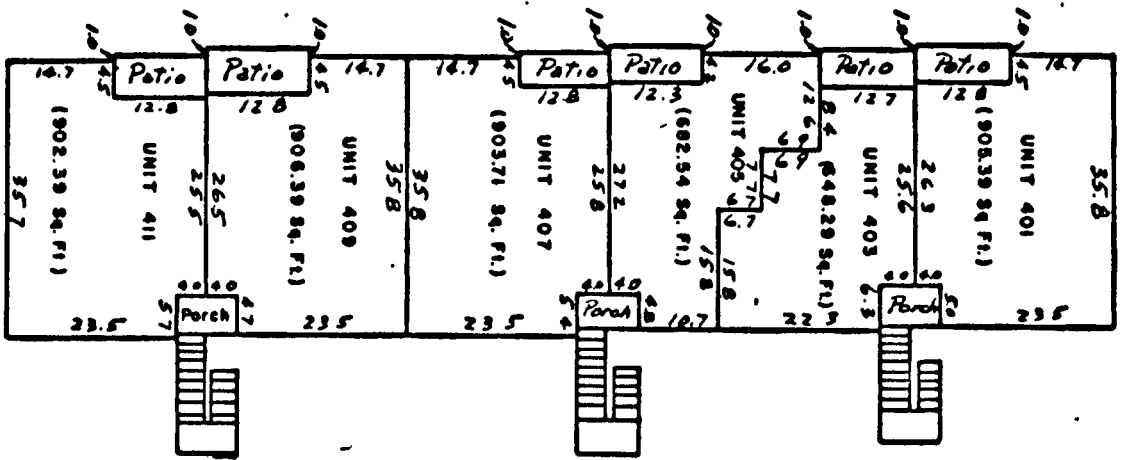


Robert Laney
ROBERT LANEY REG. PUBLIC SURVEYOR NO. 1718

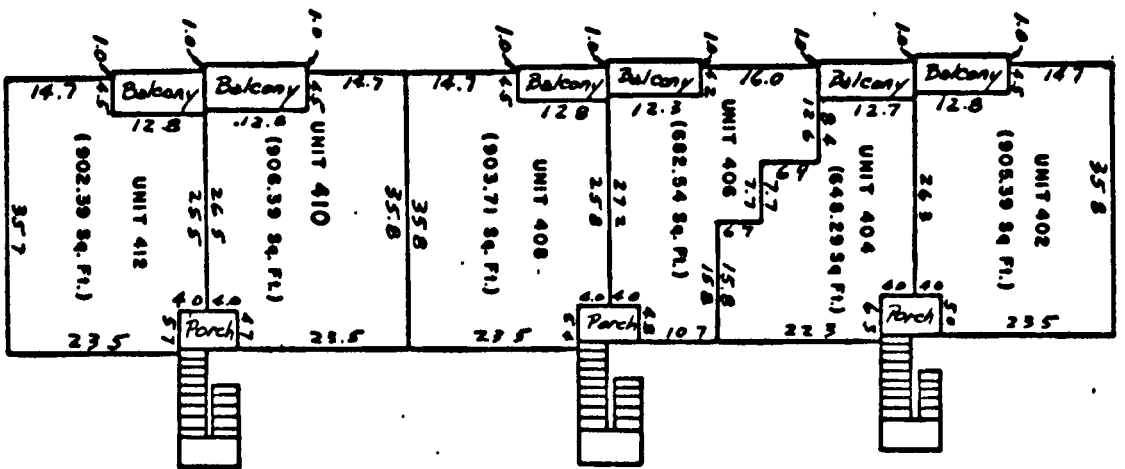


LANEY SURVEYORS, INC.
P.O. BOX 45495 HOUSTON, TEXAS
EXHIBIT—"D"
SURVEY PLAT of BUILDING—"C"
MARINA VISTA CONDOMINIUMS
WALDEN ON LAKE CONROE
MONTGOMERY CO., TEXAS
JUNE 29, 1977 SCALE: GRAPHIC

SURVEY PLAT of
FIRST FLOOR BLDG.—"D"

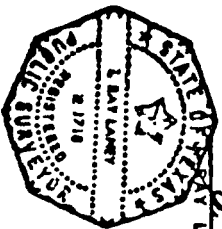


SURVEY PLAT of
SECOND FLOOR BLDG.—"D"



- 1. ——— indicates walls - General Common Element
- 2. Patio, Porch and/or Balcony indicates Limited Common Element
- 3. All Outside and Building Corners Form Rt. Angles at Points of Intersection

We, Laney Surveyors, Inc. have made an actual survey on the ground of the property hereon shown and certify that there are no encroachments.



L. Laney
LANEY SURVEYORS, INC. R.G. PUBLIC SURVEYOR NO. 1718

LANEY SURVEYORS, INC.

P.O. BOX 45495 HOUSTON, TEXAS

EXHIBIT—"E"

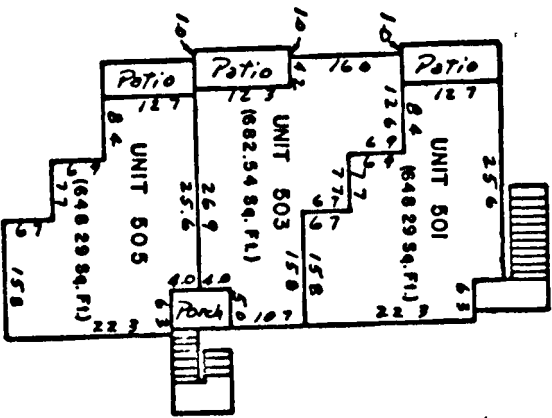
SURVEY PLAT of BUILDING—"D"

MARINA VISTA CONDOMINIUMS

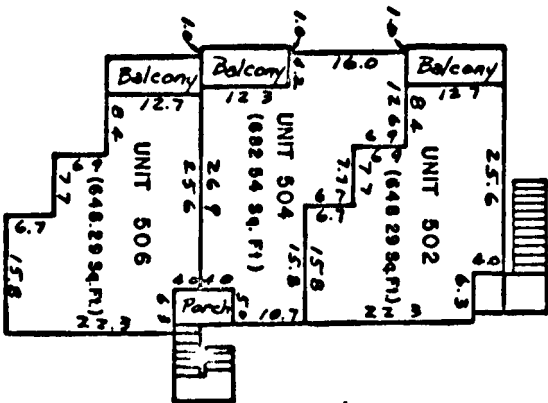
WALDEN ON LAKE CONROE

MONTGOMERY CO., TEXAS
JUNE 25, 1977 SCALE GRAPHIC

SURVEY PLAT of
FIRST FLOOR BLDG.-"E"



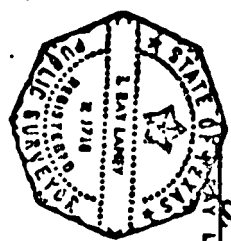
SURVEY PLAT of
SECOND FLOOR BLDG.-"E"



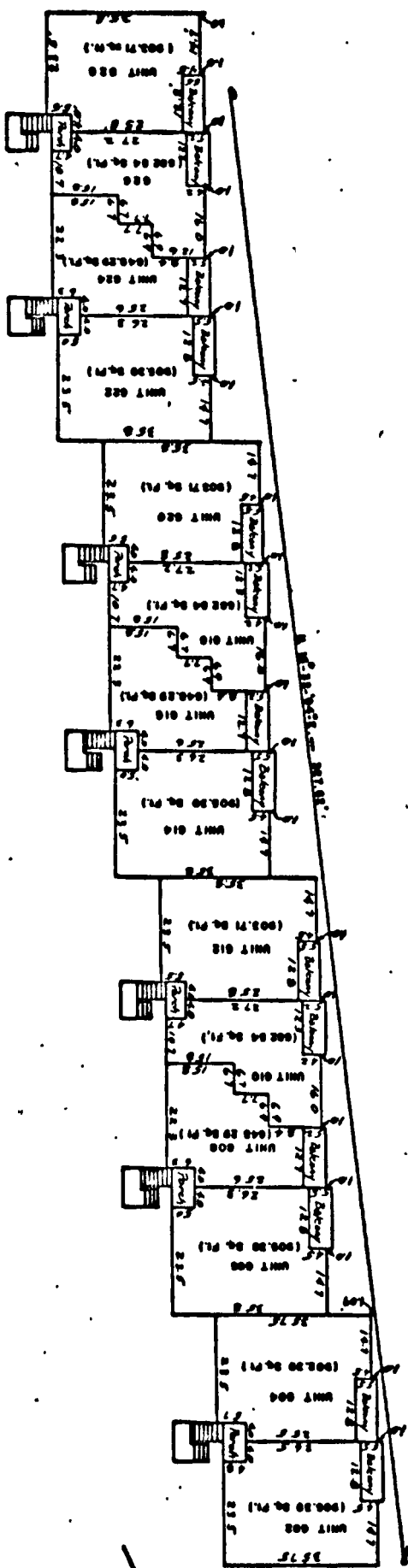
- 1. ——— Indicates Walls - General Common Element
- 2. Patio, Porch and/or Balcony indicates Limited Common Element
- 3. All Offsets and Building Corners Form Rt. Angles at Points of Intersection

We, Laney Surveyors, Inc. have made an actual survey on the ground of the property herein shown and certify that there are no encroachments

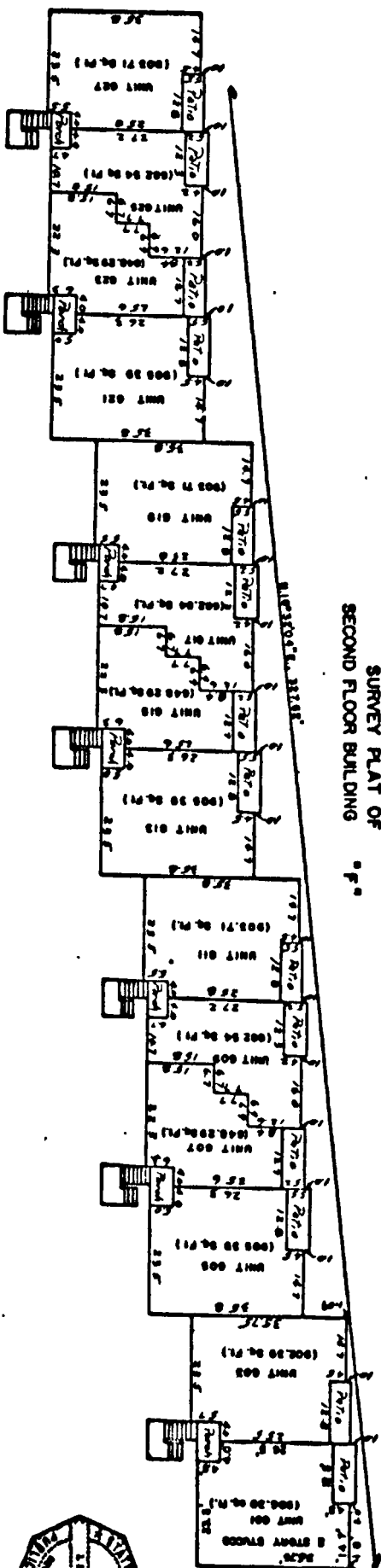
L. Laney
 LANEY SURVEYORS, INC.
 PUBLIC SURVEYOR NO. 1718



LANEY SURVEYORS, INC. P.O. BOX 45495 HOUSTON, TEXAS
EXHIBIT-"F"
SURVEY PLAT of BUILDING-"E"
MARINA VISTA CONDOMINIUMS WALDEN ON LAKE CONROE MONTGOMERY CO., TEXAS
JUNE 29, 1977 SCALE: GRAPHIC



SURVEY PLAT OF
SECOND FLOOR BUILDING



SURVEY PLAT OF
FIRST FLOOR BUILDING

- 1. - Units with shared common areas
- 2. - Units with end/over/over balconies LIMITED COMMON ELEMENT
- 3. - All other and Building Carriers form Right Angles or points of intersection.

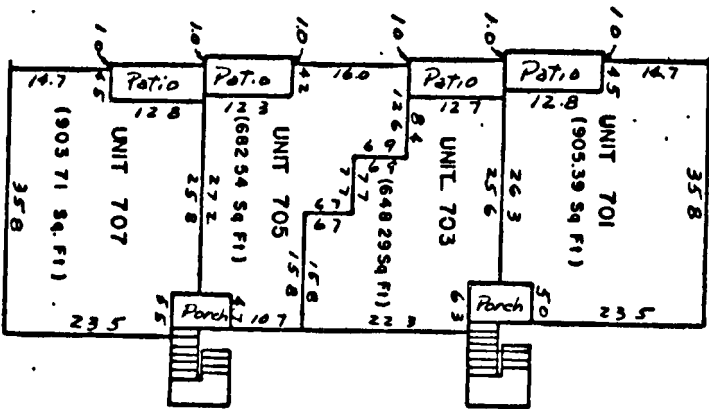
WE, LANEY SURVEYORS, INC. HAVE MADE AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY HEREON SHOWN AND CERTIFY THAT THERE ARE NO ENCROACHMENTS.



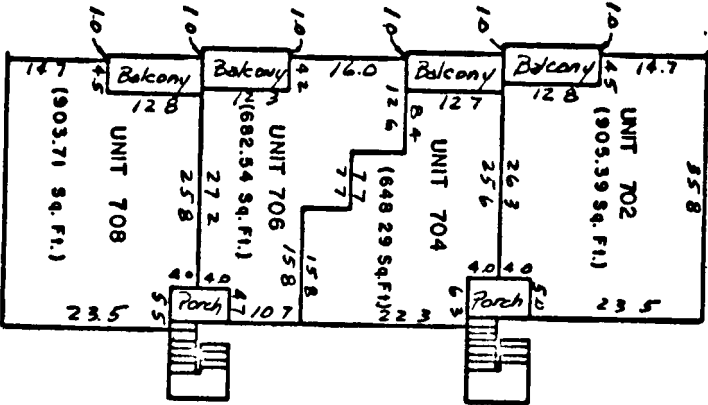
Roy Lane
LANEY SURVEYORS, INC.
REGISTERED PROFESSIONAL SURVEYOR - NO. 12178

LANEY SURVEYORS, INC.
P.O. BOX 45496 HOUSTON, TEXAS
EXHIBIT "G"
SURVEY PLAT OF BUILDING "F"
MARINA VISTA CONDOMINIUMS, IN
WALDEN ON LAKE CONROE
MONTGOMERY CO., TEXAS
JUNE 29, 1977 SCALE: GRAPHIC

SURVEY PLAT of
FIRST FLOOR BLDG.-"G"

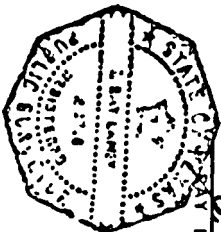


SURVEY PLAT of
SECOND FLOOR BLDG.-"G"



- 1. ——— Indicates Wells - General Common Element
- 2. Patio, Porch and/or Balcony Indicates Limited Common Element
- 3. All Offsets and Building Corners Form At Angles of Points of Intersection

We, Laney Surveyors, Inc. have made an actual survey on the ground of the property herein shown and certify that there are no encroachments



L. E. Laney
L. E. LANEY
REG. PUBLIC SURVEYOR NO 1718



LANEY SURVEYORS, INC.

P.O. BOX 45495 HOUSTON, TEXAS

EXHIBIT-"H"

SURVEY PLAT of BUILDING-"G"

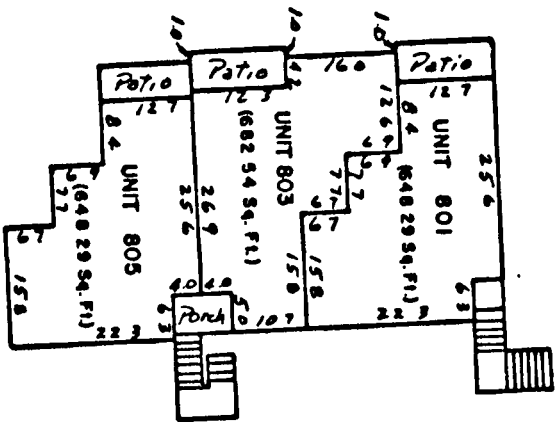
MARINA VISTA CONDOMINIUMS

WALDEN ON LAKE CONROE

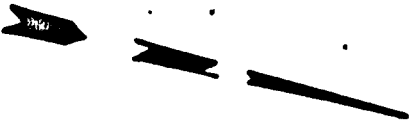
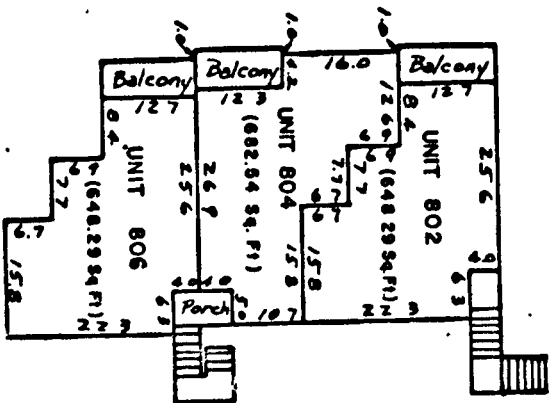
MONTGOMERY CO., TEXAS

JUNE 29, 1977 SCALE: GRAPHIC

SURVEY PLAT of
FIRST FLOOR BLDG.-"H"



SURVEY PLAT of
SECOND FLOOR BLDG.-"H"



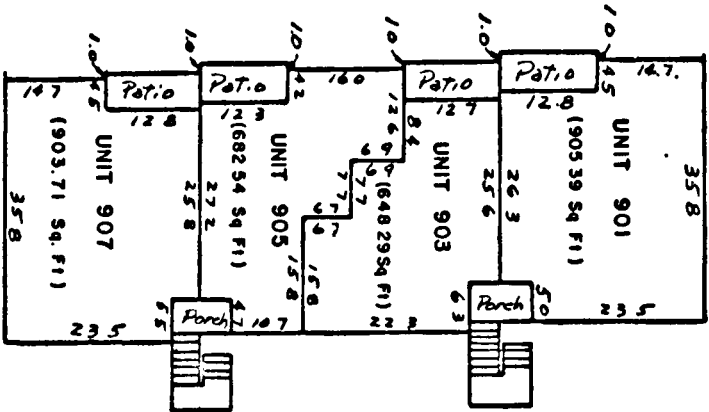
- 1. — indicates Walls - General Common Element
- 2. Patio, Porch and/or Balcony indicates Limited Common Element
- 3. All Outside and Building Corners Form Rt. Angles at Points of Intersection

We, Laney Surveyors, Inc. have made an actual survey on the ground of the property herein shown and certify that there are no encroachments

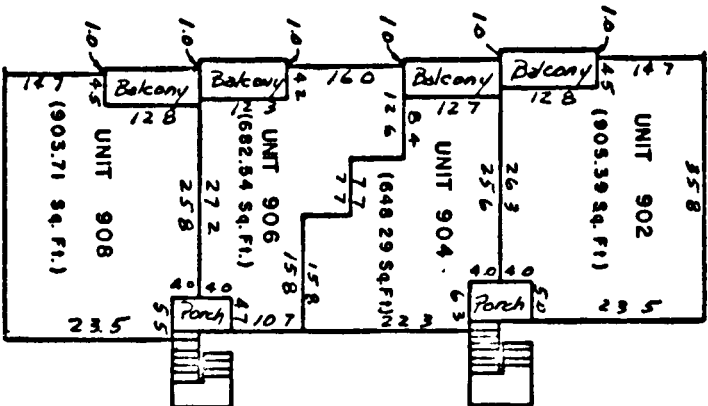


Laney
PUBLIC SURVEYOR NO 1718

LANEY SURVEYORS, INC.
P.O. BOX 45495 HOUSTON, TEXAS
EXHIBIT—"I"
SURVEY PLAT of BUILDING—"H"
MARINA VISTA CONDOMINIUMS
WALDEN ON LAKE CONROE
MONTGOMERY CO., TEXAS
JUNE 29, 1977 SCALE GRAPHIC



SURVEY PLAT of
FIRST FLOOR BLDG.—"1"



SURVEY PLAT of
SECOND FLOOR BLDG.—"1"



- 1. — indicates Walls - General Common Element
- 2. Patio, Porch and/or Balcony indicates Limited Common Element
- 3. All Offsets and Building Corners form Rt. Angles at Points of Intersection

We, Laney Surveyors, Inc. have made an actual survey on the ground of the property herein shown and certify that there are no encroachments



LANEY SURVEYORS, INC.
P.O. BOX 45495 HOUSTON, TEXAS
EXHIBIT—"J"
SURVEY PLAT of BUILDING—"1"
MARINA VISTA CONDOMINIUMS
WALDEN ON LAKE CONROE,
MONTGOMERY CO., TEXAS
JUNE 29, 1977 SCALE: GRAPHIC

EXHIBIT "K"

BY-LAWS OF
MARINA VISTA CONDOMINIUM

A CONDOMINIUM APARTMENT PROJECT

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

WHEREAS, MARINA VISTA, INC. a Texas corporation, is the sole owner of the real property hereinafter described, and has improved and developed said property by constructing an apartment project thereon, consisting of nine (9) multiple-unit apartment buildings, containing a total of ninety-two (92) individual apartments, together with certain other facilities and structures as appurtenances thereto, which apartment project is known as "Marina Vista Condominium"; and

WHEREAS, MARINA VISTA, INC. desires to establish the By-Laws pertaining to the operation of said project;

NOW, THEREFORE, MARINA VISTA, INC. does hereby establish the following By-Laws governing the said Marina Vista Condominium:

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

1. The Marina Vista Condominium located on the following described land is hereby submitted to the provisions of the Texas Condominium Act:

Being 3.11367 acres of land out of and a part of the John Cronkight Survey, Abstract No. 11, Montgomery County, Texas and being more fully described by metes and bounds as Tract A and Tract B as follows:

Tract A: BEGINNING at a point for the intersection of the east boundary line of Walden on Lake Conroe, Section Seven as recorded in Volume 11, Page 17 and 18 of the Map Records of Montgomery County and the north right-of-way of Melville Drive, 60 feet wide, Walden on Lake Conroe, Section One, as recorded in Volume 10, Page 16 of the Map Records of Montgomery County,

THENCE N 23°56'40" W along said east line of Section Seven, 172.17 feet to a point for a corner,

THENCE N 00°31'13" W continuing along said east line, 201.68 feet to a point for a corner, said point lying on the 201 foot contour line as set by the San Jacinto River Authority,

THENCE along said 201 foot contour line N 54°09'14" E, 13.86 feet to a point for a corner,

THENCE continuing along said 201 foot contour line N 18°25'18" E, 232.44 feet to a point for a corner,

THENCE continuing along said contour line N 11°56'33" E, 177.75 feet to a point for a corner,

THENCE S 20°50'05" E, 197.63 feet to a point for a corner, said point lying on the northwest line of a lift station site,

THENCE along said northwest line S 18°25'18" W, 81.22 feet to a point for a corner, said point being the most westerly corner of said lift station site,

THENCE along the south line of said lift station site N 69°09'55" E, 51.40 feet to a point for a corner,

THENCE S 20°50'05" E, 159.93 feet to a point for a corner,

THENCE N 69°09'55" E, 16.50 feet to a point for a corner, said point lying on the westerly right-of-way line of a 50 foot wide Sinclair (ARCO) Pipeline Company easement recorded in Volume 789, Page 604 of the Montgomery County Deed Records,

THENCE S 20°50'05" E along said westerly right-of-way line, 175.07 feet to a point for a corner, said point lying on the north right-of-way line of aforementioned Melville Drive,

THENCE along said north right-of-way line S 52°43'14" W, 348.12 feet to the point of beginning,

SAVE AND EXCEPT the following described land out of Tract A:

BEGINNING at the most northerly corner of the aforesaid Tract A, for the beginning corner of said tract.

THENCE S. 11°-56'-33" W. with the westerly line of Marina Vista condominiums a distance of 82.14' to a point for corner.

THENCE N. 53°-15'-23" E. a distance of 46.23' to a point for corner, being in the easterly line of Marina Vista condominiums tract.

THENCE N. 20°-50'-05" W. with the easterly line of Marina Vista condominiums a distance of 56.39' to the point of beginning of the herein described tract, containing 1253.85 sq. feet.

Tract B: FROM the most northerly corner of aforesaid Tract A, run S. 11°-56'-33" W. with the westerly line of said Tract A a distance of 82.14' to the point of beginning of the herein described tract, which bears N. 78°-03'-27" W. a distance of 6.56' from the northwest corner of building "F" located on said Tract A.

THENCE S. 16°-32'-04" W. a distance of 327.62' to a point for corner, being a corner on the westerly line of said Tract A.

THENCE N. 18°-25'-18" E. with the westerly line of said Tract A a distance of 232.44' for corner.

THENCE N. 11°-56'-33" E. with the westerly line of said Tract A a distance of 95.61' to the point of beginning of the herein described tract, containing 1253.82 sq. feet.

2. The provisions of these By-Laws shall be applicable to the said Marina Vista Condominium.

3. All present or future owners, tenants, future tenants, mortgagees, or future mortgagees, or the employees of either of them or any person that might use the facilities of the Marina Vista Condominium in any manner, are subject to these By-Laws and to the Enabling Declaration. Any person, firm, or corporation acquiring, leasing, occupying, or renting any of the units in Marina Vista Condominium accepts and ratifies these By-Laws, and the Enabling Declaration, and agrees that the terms and provisions of both will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

1. Voting shall be on a percentage basis. The percentage of the vote to which each owner is entitled is the percentage established for undivided ownership in the general common elements by paragraph 7 of the Enabling Declaration.

2. As used in these By-Laws, the term "majority of owners" shall mean those owners possessing fifty-one (51%) percent of the total votes in accordance with the percentage established for undivided ownership in the general common elements by paragraph 7 of the Enabling Declaration.

3. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined

in Section 2 of this Article shall constitute a quorum.

4. . Votes may be cast in person or by proxy; proxies . must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

1. The Board of Administration shall designate a Managing Agent with the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and who shall be authorized to do all such acts and things as are not by law or these By-Laws directed to be done and/or exercised by the owners and in accordance with a Management Contract if one is approved by the Council of Co-Owners.

2. In addition to duties imposed by these By-Laws or by resolution of the Council of Co-Owners, the Agent shall be responsible for the following:

(a) Care, upkeep and surveillance of the condominium and the common elements and facilities and the limited common elements and facilities.

(b) Assessing and collecting the monthly assessments from the owners and any special assessments authorized by the Council of Co-Owners under Paragraph 10, Section i, of the Enabling Declaration.

(c) Keeping a book with a detailed account of the receipts and any other expenses incurred by, or in behalf of, the condominium. Both the book and the vouchers accrediting the entries made thereon shall be available for examination by all the Co-Owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by an auditor outside of the organization.

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the condominium,

the common elements and facilities and the limited common elements and facilities.

(e) Without limiting the rights of any owner, action may be brought by Agent, or other persons designated by the By-Laws or the Council of Co-Owners, in either case in the discretion of the Council of Co-Owners, on behalf of two or more of the apartment owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one apartment.

3. The Agent shall conduct this business for the Co-Owners for actual cost.

4. Agent shall have the right to engage in rental contracts with the individual owners as the sole rental agent, this being a contract with each owner at his option. Nothing herein shall require the owner to use the Agent, or any employee of the Agent, it being understood that the owner may, at his discretion, either rent or not rent his unit, and if he does desire to rent his unit, it is understood that he may use any rental agent he so desires.

ARTICLE IV

OFFICERS

1. The principal officers of the Council of Co-Owners shall be a President, a Vice-President and a Secretary-Treasurer, all of whom shall be elected by and from the Council of Co-Owners, and be known as the Board of Administration. The officers may appoint an Assistant Secretary-Treasurer and such other officers as in their judgment may be necessary.

2. The officers of the Council of Co-Owners shall be elected annually and shall hold office for one (1) year.

3. Upon an affirmative vote of a majority of the members of the Council of Co-Owners any officer may be removed, either with or without cause, and his successor elected at any regular meeting or at any special meeting called for such purpose.

4. The President shall be the chief executive officer. He shall preside at all meetings of the Council of Co-Owners. 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 the owners from time to time as he may decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Council of Co-Owners shall appoint some other member of the Co-Owners to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Council of Co-Owners.

6. The Secretary-Treasurer shall keep the minutes of all meetings of the Council of Co-Owners and he shall have charge of such books and papers as may be directed, and he shall, in general, perform all the duties incidental to the office of Secretary. He shall also have responsibility for the funds and securities belonging to the Council of Co-Owners, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council of Co-Owners in such depositories as may from time to time be designated by the Council.

7. Officers, as such, shall not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any officer from serving the Council of Co-Owners in any other capacity and receiving compensation therefor. The salaries for officers for services other than as such shall be fixed by the members of the Co-Owners.

ARTICLE V

OBLIGATIONS OF THE OWNERS

1. All owners of units in the condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by these By-Laws or by resolution of the Council of Co-Owners, their pro-rata part, in the same percentages established for undivided ownership of the general common elements by Paragraph 7 of the Enabling Declaration, of the expenses of administration, upkeep, maintenance, and repair of the general common elements of the condominium, and in the proper case, of the limited common elements, as any and all such common elements are described and defined in said Declaration, and toward any other expense lawfully agreed upon by the Council of Co-Owners, each of which assessments shall become due and payable within ten (10) days from the date each such assessment is made, unless otherwise specified in the assessment. All such assessments shall pro-rata become liens against the respective units of the project at the time each of such assessments becomes due and payable, subordinate, however, to certain other liens as stated in the Enabling Declaration. These assessments may include, but are not limited to amounts necessary to pay premiums for a liability insurance policy, non-ownership vehicle liability, and an insurance policy to cover repair and reconstruction in case the improvements are damaged or destroyed by fire, earthquake, hurricane or other hazard, and bonds, and other insurance the Board of Administration may obtain. The President of the Council of Co-Owners is authorized to negotiate and settle, on behalf of the Co-Owners of such condominium, with any insurance company or companies insuring the Co-Owners of such condominium from any casualty or catastrophe loss to any portion of such condominium concerning any particular loss occurring to such property, including negotiating and settling with respect to final approval of

repairs, signing proofs of loss, and accepting and endorsing checks from such insurance company or companies paying the amount of the loss as so negotiated and agreed upon. However, nothing included herein shall prejudice the right of each Co-Owner to insure his unit on his own account and for his own benefit.

2. Every owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender. However, any repairs to the common elements in an individual unit and any damage to an individual unit caused by the common elements shall be the obligation of all the unit owners.

3. All the repairs of internal installations such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

4. An owner shall reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common elements and facilities damaged through his negligence.

5. All apartment units shall be used and occupied for residential purposes only.

6. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Council of Co-Owners in writing, through the Management Agent, if any, or through the President of the Board of Administration, if no Management Agent is employed. The Council of Co-Owners through said Agent or President of the Board shall have the obligation to answer within ten (10) days, and failure to do so within said time shall mean that there is no objection to the proposed modification or alteration. However, if such owner shall be notified of any reasonable objection thereto,

then such owner shall not make such structural modifications or changes.

7. An owner shall not place or cause to be placed in the lobbies, halls, vestibules, stairways, elevators, if any, or other areas of a similar nature, any furniture, packages, or objects of any kind. These areas shall be used for no other purpose than for normal transit through them.

8. The Management Agent, if one is employed, or any other person authorized by the Board of Administration or the Council of Co-Owners may enter any apartment in case of serious emergency originating in or threatening such apartment, whether the owner is present at the time or not.

9. 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.

10. No resident of the condominium project shall post any advertisements or posters of any kind in or on the buildings except as authorized by the Board of Administration.

11. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents.

12. It is prohibited to hang garments, rugs, or any other items from the windows or from any of the facades of the buildings.

13. It is prohibited to dust rugs or any other items from the windows, or to clean rugs or any other items by beating on the exterior part of the buildings.

14. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

15. No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc. on the exterior of the buildings or that protrude through the walls or the roof of the buildings, except as authorized by the Board of Administration.

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

17. All pets on the condominium project shall be on a leash and attended by their owner at all times.

18. Bar-B-Que pits and other devices used for outdoor cooking may be used on balconies or porches of the buildings as long as they are of a size and type determined by the Board of Administration.

19. It is prohibited to swim in the waters of Lake Conroe that are within the marina and adjoining the condominium project tract of land.

20. Boats and trailers shall not be parked on the condominium project.

21. Bicycles and motorcycles shall be parked in areas designated for the same and shall not be parked on balconies or porches of the buildings.

22. Skate boards and other similar type devices shall not be used on porches or balconies.

ARTICLE VI

RULES AND ENFORCEMENT

1. Subject to the approval of the Council of Co-Owners, the Board of Administration shall have the power to make rules for their own government and for the government of the Council of Co-Owners; to prescribe and enforce penalties for violations of the rules and By-Laws of the Council of Co-Owners; to assess and fix

charges to be levied against the members of the Council of Co-Owners; and to exercise such other powers as may be necessary or proper to attain the object of the Council of Co-Owners.

2. The failure of the Board of Administration or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, the Declaration, these By-Laws or the regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

3. In addition to any other rights or remedies available to any apartment owner, any violation or threatened violation of any of the rules and By-Laws of the Council of Co-Owners may be enjoined or prevented by suit for injunction by the apartment owner or the Board of Administration of the condominium regime.

ARTICLE VII

AMENDMENTS

1. These By-Laws may be amended by the Council of Co-Owners in a duly constituted special meeting for such purpose or in any regular meeting. No amendment shall take effect unless approved by owners representing at least fifty-one (51%) percent of the total votes in accordance with percentages established for undivided ownership in the general common elements by paragraph 7 of the Enabling Declaration.

ARTICLE VIII

MORTGAGEES

1. An owner who mortgages his unit shall notify the Council of Co-Owners through the Agent, if any, or the Council of Co-Owners, giving the name and address of his mortgagee; and the Council of Co-Owners shall maintain such information in a book kept for that specific purpose.

2. The Council of Co-Owners shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX

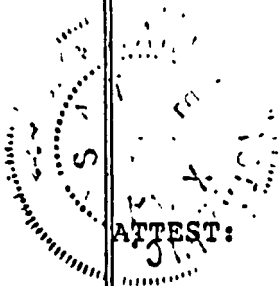
COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Texas Condominium Act, Vernon's Annotated Civil Statutes of Texas, Article 1301a. In case these By-Laws conflict with the provisions of said Act, it is hereby agreed and accepted that the provisions of the Act will govern.

DATED AND EXECUTED by the undersigned "Developer" this the 30th day of June, 1977.

MARINA VISTA, INC.

By Joe Zalta
President



ATTEST:

[Signature]
Secretary

THE STATE OF TEXAS §
COUNTY OF ^{Montgomery} ~~HARRIS~~ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joe Zalta, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MARINA VISTA, INC., 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 the 30th day of June, 1977.

Richard V. Seeger
Notary Public in and for
Harris County, Texas
^{Montgomery}

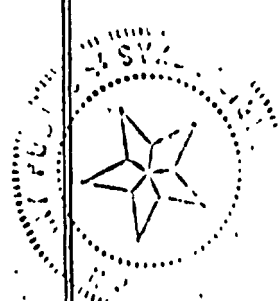


EXHIBIT "L"

RESTRICTIONS

MARINA VISTA CONDOMINIUM

THE STATE OF TEXAS . X

COUNTY OF MONTGOMERY X

This Declaration, made on the date hereinafter set forth by MARINA VISTA, INC., hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property known as MARINA VISTA CONDOMINIUM, a parcel of land lying in Montgomery County, Texas, and described as follows, to-wit:

Being 3.11367 acres of land out of and a part of the John Cronkight Survey, Abstract No. 11, Montgomery County, Texas and being more fully described by metes and bounds as Tract A and Tract B as follows:

Tract A:

BEGINNING at a point for the intersection of the east boundary line of Walden on Lake Conroe, Section Seven as recorded in Volume 11, Page 17 and 18 of the Map Records of Montgomery County and the north right-of-way of Melville Drive, 60 feet wide, Walden on Lake Conroe, Section One, as recorded in Volume 10, Page 16 of the Map Records of Montgomery County,

THENCE N 23°56'40" W along said east line of Section Seven, 172.17 feet to a point for a corner,

THENCE N 00°31'13" W continuing along said east line, 201.68 feet to a point for a corner, said point lying on the 201 foot contour line as set by the San Jacinto River Authority,

THENCE along said 201 foot contour line N 54°09'14" E, 13.86 feet to a point for a corner,

THENCE continuing along said 201 foot contour line N 18°25'18" E, 232.44 feet to a point for a corner, ,

THENCE continuing along said contour line N 11°56'33" E, 177.75 feet to a point for a corner,

THENCE S 20°50'05" E, 197.63 feet to a point for a corner, said point lying on the northwest line of a lift station site,

THENCE along said northwest line S 18°25'18" W, 81.22 feet to a point for a corner, said point being the most westerly corner of said lift station site,

THENCE along the south line of said lift station site N 69°09'55" E, 51.40 feet to a point for a corner,

THENCE S 20°50'05" E, 159.93 feet to a point for a corner,

THENCE N 69°09'55" E, 16.50 feet to a point for a corner, said point lying on the westerly right-of-way line of a 50 foot wide Sinclair (ARCO) Pipeline Company easement recorded in Volume 789, Page 604 of the Montgomery County Deed Records,

THENCE S 20°50'05" E along said westerly right-of-way line, 175.07 feet to a point for a corner, said point lying on the north right-of-way line of aforementioned Melville Drive,

THENCE along said north right-of-way line S 52°43'14" W, 348.12 feet to the point of beginning,

SAVE AND EXCEPT the following described land out of Tract A:

BEGINNING at the most northerly corner of the aforesaid Tract A, for the beginning corner of said tract.

THENCE S. 11°-56'-33" W. with the westerly line of Marina Vista condominiums a distance of 82.14' to a point for corner.

THENCE N. 53°-15'-23" E. a distance of 46.23' to a point for corner, being in the easterly line of Marina Vista condominiums tract.

THENCE N. 20°-50'-05" W. with the easterly line of Marina Vista condominiums a distance of 56.39' to the point of beginning of the herein described tract, containing 1253.85 sq. feet.

Tract B: FROM the most northerly corner of aforesaid Tract A, run S. 11°-56'-33" W. with the westerly line of said Tract A a distance of 82.14' to the point of beginning of the herein described tract, which bears N. 78°-03'-27" W. a distance of 6.56' from the northwest corner of building "F" located on said Tract A.

THENCE S. 16°-32'-04" W. a distance of 327.62' to a point for corner, being a corner on the westerly line of said Tract A.

-2-

THENCE N. 18°-25'-18" E. with the westerly line of said Tract A a distance of 232.44' for corner.

THENCE N. 11°-56'-33" E. with the westerly line of said Tract A a distance of 95.61' to the point of beginning of the herein described tract, containing 1253.82 sq. feet.

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of units within such parcel of land:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon MARINA VISTA CONDOMINIUM and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

VOL. 1000 PAGE 943

Section 1. "Association" shall mean and refer to the Walden on Lake Conroe Community Improvement Association, its successors and assigns, provided for in Article V hereof.

Section 2. "Property" shall mean and refer to MARINA VISTA CONDOMINIUM and any additional property made subject to the terms hereof pursuant to the provisions set forth herein.

Section 3. "Apartment unit" shall mean and refer to an enclosed space consisting of one or more rooms occupying all or part of a floor in a building of one or more floors or stories, provided it has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any apartment unit which is a part of the property, but in the event of the execution of a contract for sale covering any apartment unit, the "owner" shall be the purchaser named in the contract, but excluding those having such interest merely as a security for the performance of an obligation and those having only an interest in the mineral estate.

Section 5. "Plat" shall mean and refer to the map or plat of MARINA VISTA CONDOMINIUM attached to the Condominium Declaration for MARINA VISTA CONDOMINIUM, which Declaration and map or plat shall be recorded in the Condominium Records of Montgomery County, Texas.

-3-

Section 6. "Condominium project" shall mean and refer to a real estate condominium project; a plan or project whereby four (4) or more apartments, rooms, office spaces or other units in existing or proposed buildings or structures are offered or proposed to be offered for sale.

Section 7. "Condominium" shall mean and refer to the separate ownership of single units or apartments in a multiple-unit structure or structures with common elements.

Section 8. "Architectural Control Committee" shall mean and refer to Architectural Control Committee provided for in Article IV hereof.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The plat dedicates for use as such, subject to the limitations set forth therein, the easements shown thereon and such plat further establishes certain restrictions applicable to the property. All dedications, limitations, restrictions and reservations shown on the plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each deed or conveyance executed or to be executed by or on behalf of Declarant conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph or telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the property.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 4. Declarant reserves the right, during installation of concrete paving, of the streets, if any, parking lots or sidewalks as shown on the plat, to enter onto the property for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the property has been conveyed to and/or contracted for to any other owner or owners.

Section 5. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the owner situated on the land covered by said easements.

Section 6. It is expressly agreed and understood that the title conveyed by Declarant to any apartment unit within the property by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage,

water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the property, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

ARTICLE III

Use Restrictions

Section 1. Land Use and Building Type. No structure shall be erected, altered, placed or permitted to remain on the property other than a condominium apartment project.

No apartment unit located within the condominium apartment project shall be used for business or professional purposes of any kind, except that an apartment unit may be built for the purpose of leasing the same for residential occupancy. No building of any kind or character shall ever be moved onto any lot within the property, it being the intention that only new construction shall be placed or erected thereon.

Section 2. Architectural Control. No building shall be erected, placed or altered on the property until the construction plans and specifications and a plot plan showing the location of the structures thereon have been approved by the Architectural Control Committee as provided in Section 1, Article IV, hereof.

Section 3. Dwelling Size. There shall be no more than nine (9) buildings containing a total of no more than ninety-two (92) apartment units constructed on the property.

Section 4. Type of Construction, Materials and Landscaping.

- (a) No external roofing material other than wood shingles or built-up tar and gravel shall be constructed or used on any building on the property without the written approval of the Architectural Control Committee.
- (b) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the property.
- (c) Each kitchen in each apartment unit, which contains in excess of 500 square feet, situated in the condominium apartment project shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

-5-

- (d) Before any landscaping shall be done on the lands being a part of the "common elements", as that term is described in the Condominium Act of the State of Texas, Article 1301a, V.A.T.S., which Act is incorporated herein and made a part hereof as if set out in full, the landscaping layout and plans shall have been first approved by the Architectural Control Committee. Such landscaping is to be done in the common areas at the time the condominium apartment project is being completed and before occupancy.

Section 5. Minimum Lot Area. The property shall not be subdivided without the express written approval of the Architectural Control Committee, except that the property may be divided into two (2) or more tracts for the purpose of developing a multi-phased condominium apartment project.

Section 6. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks or firecrackers is expressly forbidden.

Section 7. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on the property at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the property as in its sole discretion may be necessary or convenient while selling apartment units in the condominium apartment project. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities. The Declarant may use an apartment unit as a temporary sales office. Any structure on which construction has commenced must be completed within a reasonable length of time. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or on driveways or parking areas, except that the privately owned automobile of an apartment unit owner may be stored on the parking areas provided within the condominium apartment project.

Section 8. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on the property without the express prior written consent of the Declarant. Declarant or its agents shall have the right to remove any sign not complying with the above restriction, and, in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the sale of apartment units located within the condominium apartment project on the property.

Section 9. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the property nor shall oil wells, tanks, tunnels, mineral excavations

-6-

or shafts be permitted upon the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the property.

Section 10. Storage and Disposal of Garbage and Refuse. No apartment unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. The property shall not be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon the property may be placed upon the property at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the property or stored in a suitable enclosure upon the property.

Section 11. Utility Easements. The utility easement areas dedicated and shown on the map of MARINA VISTA CONDOMINIUM may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each apartment unit owner on the property.

Section 12. Walls, Fences, Hedges, Piers and Bulkheads. No walls, fences or hedges shall be erected or maintained on the property unless approved in writing by the Architectural Control Committee.

Fences must be of ornamental iron, wood or masonry construction. No chain link fences are permitted, except to enclose swimming pools and only then if they are not visible from the street.

No pier, boat lift, ramps or any other structure that projects into the water shall be constructed on the property without approval of the Architectural Control Committee. The Committee will only consider plans and proposals presented to it in writing and will immediately reject any plans for a "homemade" type deck such as one floating on barrels. Should the Committee grant permission for a floating deck or ramp, the owner thereof agrees to maintain and keep it in a sightly manner, free of litter, fishing poles, buckets, etc. The above structures are also subject to the approval of the San Jacinto River Authority.

No bulkheading shall be permitted on the property except by written consent of the Architectural Control Committee and the San Jacinto River Authority. No "homemade" type bulkheading will be allowed. Should permission for the construction of bulkheading be given, the owner agrees to maintain the bulkheading and to keep it in a sightly manner. Request and permission shall be given in writing.

-7-

Section 13. Property Maintenance. The Council of Co-Owners acting for the owners of apartment units shall at all times keep all common areas in a sanitary, healthful and attractive manner and shall in no event use the property for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited and the owners of any apartment unit shall not maintain any yard equipment, wood piles or storage piles which are visible to full public view unless the same are behind a suitable enclosure. In the event of default on the part of the owner of an apartment unit in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its assigns may, at their option, without liability to the owner or occupant of an apartment unit in trespass or otherwise, enter upon said property and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place the property in a neat, attractive, healthful and sanitary condition and may charge the owners of units located on the property for the cost of such work. The owner of units agree by the purchase of the apartment units to pay such statement immediately upon receipt thereof.

Section 14. Motor Vehicles. No unlicensed motor vehicles shall be allowed upon the property. No motor bikes, motorcycles, motor scooters or other vehicles of that type shall be permitted on the property if they are a nuisance by reason of noise or manner of use in the sole judgment of the Walden on Lake Conroe Community Improvement Association.

Section 15. Pets. No horses, cows, hogs, poultry or livestock of any kind (other than house pets of reasonable kind and number) may be kept on the property. Should such pets become a nuisance in the opinion of the Declarant, they must be removed from the premises and the property. No pets are to run at large.

Section 16. Drainage. Natural drainage of streets, drives, parking lots or the property will not be impaired by any person or persons.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of Building Plans. No building shall be erected, placed or altered on the property until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control

Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of Jerry H. Deutner, S. Conrad Weil, Jr. and William Schumuck, who by majority vote may designate a representative to act for them.

Section 3. Replacement. In the event of death or resignation of any member or members of such Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after fifteen (15) years from the date of this instrument. Thereafter, the approval described in this covenant and all powers vested in said Committee by this covenant shall automatically pass to the Walden on Lake Conroe Community Improvement Association.

ARTICLE V

Walden on Lake Conroe Community Improvement Association

Section 1. Membership. Every person or entity who is an owner of any of the apartment units located on the property which are subject to maintenance charges assessed by the Association, shall be a Class A member of the Walden on Lake Conroe Community Improvement Association. The foregoing does not include persons or entities who hold an interest merely as a security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land or apartment unit which is subject to assessment by the Association. Ownership of such land or apartment unit shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of membership:

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Class A. Class A members shall be all those Owners as defined in Section 1, with the exception of Jerry H. Deutser and S. Conrad Weil, Jr. Class A members shall be entitled to one vote for each Condominium Apartment and Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Condominium Apartment and Lot, all such persons shall be members. The vote for such Condominium Apartment and Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Condominium Apartment and Lot.

Class B. The Class B members shall be Jerry H. Deutser, Trustee, and S. Conrad Weil, Jr., Trustee. The Class B members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Section 1; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in Class B membership.
- (b) On January 1, 1987.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Nonprofit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Nonprofit Corporation. Walden on Lake Conroe Community Improvement Association is a nonprofit corporation, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that the same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

ARTICLE VI

Maintenance Charges

Section 1. Each apartment unit in MARINA VISTA CONDOMINIUM is hereby subjected to an annual maintenance charge and assessment, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each apartment unit within MARINA VISTA CONDOMINIUM to the Walden on Lake Conroe Community Improvement Association. The maintenance charge is payable annually in advance (or at the

-10-

option of Jerry H. Deutser and S. Conrad Weil, Jr., monthly in advance). Every person or entity who is an owner of more than one apartment unit shall pay the full assessed rate on each apartment unit. The rate at which each apartment unit will be assessed will be determined annually and may be adjusted from year to year by the Association as the needs of the property may, in the judgment of the Association, require; provided that such assessment will be uniform. The Association shall use the proceeds of said maintenance fund for the use and benefit of all the apartment owners of MARINA VISTA CONDOMINIUM as well as all other sections of Walden on Lake Conroe Subdivision; provided, however, that each section of Walden on Lake Conroe, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform (subject to the rates applicable to Declarant and unit owners as described herein), per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: maintaining and operating swimming pools, tennis courts, parks, parkways, boat ramps, both temporary and permanent, rights-of-way, easements, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all charges and assessments, covenants, restrictions and conditions affecting the properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, and doing any other thing or things necessary or desirable in the opinion of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 2. An initial monthly charge of fifty cents (\$.50) will be made upon each monthly bill to the owner of each apartment unit to cover the cost of electric energy to operate the street lighting system to be installed in and upon MARINA VISTA CONDOMINIUM as outlined in Gulf States Utility Rate Schedule RLU. Rate Schedule RLU is subject to change without notice and such monthly charge will be adjusted in accordance therewith.

Section 3. To secure the payment of the maintenance fund and assessment established hereby and to be levied on the individual apartment units, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such apartment units, the Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such apartment unit to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such apartment unit to the extent of any such maintenance fund charge and assessment accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any apartment unit upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the

-11-

holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U. S. certified mail, and shall contain a statement of the delinquent maintenance charges or assessments upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association or Council of Co-Owners shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular apartment unit covered by such first mortgage lien to the holder thereof.

Section 4. The maintenance charges and assessments will remain effective for the full term (and extended term, if applicable) of the covenants.

Section 5. It is specifically stated and agreed that any apartment unit sold to persons or entities by the Declarant by contract for sale, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manner and said apartment unit is repossessed, foreclosed or such contract cancelled by Declarant, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such apartment units from the purchaser. Nothing herein contained shall relieve the purchaser in default from whom the apartment was repossessed from his obligation to pay such delinquent charges, assessments and penalties to the Association.

ARTICLE VII

General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the forty (40) years or anytime thereafter an instrument signed by a majority of the then owners of the apartment units has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other apartment unit owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarant reserves the right to enforce these restrictions.

Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 3. Approval of Lienholder. Western Bank, chartered under the laws of the State of Texas, the holder of a lien or liens on MARINA VISTA CONDOMINIUM, a parcel of property in Montgomery County, Texas, joins in the execution hereof to evidence its consent hereto and hereby subordinates its lien or liens to the provisions hereof.

EXECUTED this the 30th day of June, A.D. 1977.

VOL 1000 PAGE 950

MARINA VISTA, INC.
"Declarant"

By [Signature]
President

ATTEST:
[Signature]
Secretary

WESTERN BANK
"Lienholder"

By [Signature]
President

ATTEST:
[Signature]
Assistant Cashier Secretary

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joe Zalta, 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 MARINA VISTA, INC., 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 the 30th day of June A.D., 1977.

[Signature]
Notary Public in and for
Montgomery County, Texas



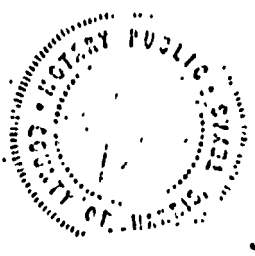
-13-

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. Harrel Blackshear, 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 WESTERN BANK, chartered under the laws of the State of Texas, and that he executed the same as the act of the said WESTERN BANK for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of June A.D., 1977.

ORIGINAL DIM



FILED FOR RECORD
AT HOUSTON, TEXAS

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

JUL 1 1977

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
[Signature]