

APPENDIX "B"

BY-LAWS OF APRIL POINT SECTION 3A

HENRY CORPORATION, a Texas corporation, (hereinafter called "Developer"), being the sole owner in fee simple of the project land and project property submitted to the provisions of the Condominium Act of the State of Texas by the recordation of the Declaration to which these By-laws are attached, as such sole owner does hereby adopt the following By-laws which shall govern the administration of such condominium regime as provided for and in compliance with said Act.

ARTICLE I - NAME

This condominium project and regime shall be known and designated as APRIL POINT SECTION 3A.

ARTICLE II - DEFINITIONS

The definitions set out in the foregoing Declaration are adopted for the purposes of these By-laws.

ARTICLE III - ADMINISTRATIVE BODY

1. Council of Co-owners - Each owner of an apartment unit in this condominium project and regime shall automatically be a member of the "Council of Co-owners" (hereinafter called the "Council") and shall remain a member thereof until such time as his ownership ceases for any reason. Upon any transfer of ownership of any apartment unit, howsoever accomplished, the new owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in the Council. The Council shall be the governing and administrative body for all unit owners for the protection, preservation, upkeep, maintenance, repair and replacement of the Common Elements and the government, operation and administration of this condominium regime.

2. Organizational and Annual Meetings - As soon as practical after the Developer has sold and conveyed forty-five (45) apartment units or the expiration of twenty-four (24) months from the date the Declaration is filed for record, whichever shall first occur, the Developer shall give each unit owner written notice of the date, time and place of a meeting to organize the Council of Co-owners. Thereafter annual meetings of the Council shall be held on such dates and at such times and places as the Board of Administration or its representative shall annually determine in the absence of a date, time and place as the Council may decide upon at any meeting. At any annual meeting the Council may transact any business which may be properly brought before the meeting.

3. Special Meetings - Special meetings of the Council may be called by the President or by a majority of the members of the Board of Administration, or by unit owners representing at least 25% ownership interest in the common elements. Notices of special meetings shall be in writing and may be mailed or personally delivered, and shall state the date, time, place and general purposes of the meeting. No business shall be transacted at any special meeting which is not generally stated in said notice unless unit owners representing at least 51 votes, either in person or by proxy, consent to the transaction of such other business.

4. Votes - The aggregate number of votes for all unit owners at all meetings of the Council shall be one hundred (100), which votes shall be divided proportionately among the unit owners in accordance with and in proportion to their respective ownership interests in the common elements as allocated to each apartment in the Declaration. Votes at any meeting may be cast in person or by proxy. The Developer, through any officer, agent or representative, in person or by proxy may cast the votes allocated to apartment units owned by it.

5. Quorum - A quorum of unit owners for any meeting of the Council shall be constituted by unit owners represented in person or by proxy and holding 51% or more of the total votes of all unit owners. If any meeting of the Council cannot be organized because a quorum is lacking, then by majority vote of the unit owners present, either in person or by proxy, the meeting may be adjourned to the same hour of a date not less than ten (10) nor more than thirty (30) days from the date on which such meeting was to have been originally held, and at any such adjourned meeting a quorum shall be constituted by unit owners present or by proxy and holding more than 40% of the total votes of all unit owners. Notices of such adjourned meeting shall be given in the same manner as for the originally scheduled meeting. The term "majority Vote" as used in these By-laws shall mean more than 50% of the votes cast on any question. The term "majority of unit owners" or "majority of owners" as used in these By-laws means the owner or owners of apartments whose aggregate interest in the common elements is 51% or more.

6. Order of Business - The order of business at all meetings of the Council shall be determined by the presiding officer at each meeting, unless the Council by majority vote at such meeting determines otherwise, in which case the Council shall fix the order of business.

ARTICLE IV - BOARD OF ADMINISTRATION

1. Composition and Election - At the organizational meeting of the Council it shall elect a Board of Administration (hereinafter referred to as the "Board"), which shall be composed of not less than seven (7) members. If the owner of any apartment unit is a corporation, partnership, trust or other legal entity, a Board member may be an officer, director, partner, shareholder, agent or other representative of such unit owner. At each subsequent annual meeting of the Council it shall elect new members to the Board in place of those whose terms have expired. For the election of new Board members, each unit owner shall cast his vote for the number of Board members to be elected, and the candidates receiving the most votes shall be deemed elected.

2. Duties and Authority - The Board shall manage and administer the affairs of the Council and shall have such duties, rights, powers and authority given to it by the Act, the Declaration or these By-laws, and as may be from time to time designated by the Council, in addition to the following:

(a) To elect officers of the Council as hereinafter provided.

(b) To administer the affairs of the Council and the common elements and common interests of the project property and the unit owners.

(c) To keep or cause to be kept, sufficient books and records with a detailed account of the receipts and expenditures affecting the project property and buildings and its administration, and specifying the maintenance and repair expenses of the common elements. Both the books and vouchers accrediting the entries 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 shall be audited at least once a year by an auditor outside of the organization, as provided by the Act.

(d) To engage the services of a manager or managing agent who shall manage and operate the common elements for all unit owners, upon such terms and conditions and for such compensation, and with such duties and authority as the Board may specify.

(e) To formulate and enforce policies, rules and regulations from time to time to govern the use, management and operation of the Common Elements, without depriving any unit owner the rights and privileges given to him by the Act or Declaration.

(f) To plan and adopt from time to time an annual budget for the estimated annual common expenses for the maintenance, repair, upkeep, protection, insurance, replacement, management and administration of the common elements as well as for the common insurance and other common services or benefits, and to provide the manner of assessing and collecting from the unit owners each month their pro-rata share of such estimated common expenses.

(g) To make and enter into arrangements, contracts or agreements with the Board of Administration or other condominium regimes for common services, benefits or purposes.

(h) To provide for the designation, hiring and removal of employees and other personnel, including bookkeepers and accountants, and to engage or contract for the services of others, and in general to make purchases of labor, materials and/or services for the repair, upkeep, maintenance, replacement, protection, insurance, management or administration of the common elements and other common interests, and in general to perform such other acts which are not required to be done exclusively by the Council for the orderly and efficient management and administration of this condominium regime.

3. Term of Office - No Compensation - At the first meeting of the Council at which Board members are elected, the term of three (3) members shall be fixed at two (2) years and the term of office of all other members shall be fixed at one (1) year; and at the expiration of the initial term of office of each respective member, his successor shall be elected to serve a term of two (2) years. The Board members shall hold office for their respective terms and until their successors have been duly elected and hold their first meeting. The Board members shall serve without any pay or compensation for their services as such.

4. Vacancies - Vacancies in the Board caused by any reason other than the removal of a Board member by vote of the Council shall be filled for the unexpired term by vote of the majority of the remaining Board members, even though the remaining Board members may be less than a quorum.

5. Resignation - Any member of the Board may resign at any time by giving written notice of resignation to the President or any officer of the Council.

6. Automatic Resignation and Removal - If any member of the Board was the owner of an apartment unit or interest therein at the time of his election, then at such time as his ownership ceases for any reason, whether voluntary or involuntarily, he shall be deemed to have automatically resigned from the Board and shall be automatically removed therefrom unless he then owns another apartment unit or interest therein in this condominium project.

7. Removal by Council - At any special meeting called for that purpose, the Council by majority vote at such meeting may remove any member or members from the Board, with or without cause, provided that a successor or successors shall then and there be elected by the Council to fill the unexpired terms of those removed.

8. First Meeting - The first meeting of the newly elected Board shall be held within ten (10) days after its election at such place as they shall fix at the meeting at which they were elected, and no notice shall be necessary to the newly elected members in order to legally constitute such meeting, provided that a majority of the whole Board shall be present.

9. Regular Meetings - Regular meetings of the Board may be held at such time and place as a majority of the Board members may determine from time to time, but at least two (2) meetings shall be held during each fiscal year. Notices of regular meetings may be given by mail, in person, by telephone or telegram, at least three (3) days prior to the meeting date.

10. Special Meetings - Special meetings of the Board may be called by the President on three (3) days notice as in the case of regular meetings, stating the time, place and general purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on like notice on written request of at least three (3) Board members.

11. Waiver of Notice - Before or at any meeting of the Board any member may orally or in writing waive the required notice for such meeting, and such waiver shall be deemed equivalent to giving and receipt of such notice. Attendance by a member at a meeting shall be deemed as a waiver of the required notice. If all members of the Board are present, no notice thereof shall be required and any business may be transacted thereat.

12. Quorum - At all meetings of the Board the presence of at least two-thirds (2/3) of the Board members shall constitute a quorum for the transaction of business, and the acts and decisions of a majority of the members present at a meeting at which a quorum is present shall be decisive of all questions.

ARTICLE V - OFFICERS

1. Designation - The principal officers of the Council shall be a president, one or more vice presidents, a secretary and a treasurer. The office of secretary and treasurer may be held by the same person at the same time. The Board may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be desirable.

2. Election of Officers - The officers of the Council shall be elected and appointed annually by the Board at the organizational meeting of each new Board, and they shall hold office at the pleasure of the Board.

3. Removal of Officers - Any officer may be removed at any time, with or without cause, by majority vote of the Board or of the Council at any regular meeting or special meeting called for that purpose.

4. President - The President shall also be a member of the Board. He shall be the chief executive officer of the Council and shall preside over meetings of the Board and the Council. He shall have all the general powers and duties which are usually vested in the office of President of an organization.

5. Vice President - The Vice President shall take the place of the President and perform his duties whenever the President is unable to act or is absent.

6. Secretary - The Secretary shall keep the minutes of all meetings of the Board and of the Council. He shall in general perform all the duties incident to the office of Secretary. The Secretary may be the manager or managing agent, if one is employed.

7. Treasurer - The Treasurer shall have the responsibility for the Council funds and securities and shall be responsible for keeping the financial records and books of account.

8. Vacancies - Vacancies in any office may be filled by the Board at any meeting.

9. No Compensation - The officers shall serve without any pay or compensation for their services as such, except that if the managing agent holds any office he may be paid for his services as managing agent, including performance of the duties of his office.

ARTICLE VI - ASSESSMENTS

1. Budget - The Board shall prepare, or cause to be prepared, an estimated annual budget for each fiscal year of the Council. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, management fees and other common expenses. The annual budget shall also take into account and provide for a reserve for contingencies for the year and a reserve for the replacements of the common elements, in reasonable amounts as fixed by the Board. Any surplus or deficit in regards to previous budgets shall also be considered.

Copies of the annual budget shall be furnished to each unit owner not later than thirty (30) days prior to the beginning of each fiscal year. The annual budget as estimated by the Board shall serve as the basis for the regular monthly assessments against the unit owners, unless such budget is changed, altered or modified by the Council at any regular meeting or special meeting called for that purpose, in which case such budget, as so changed, altered or modified by the Council shall be the basis for the regular monthly assessments.

2. Obligation of Unit Owners - On or before the first day of the first month and of each succeeding month of the fiscal year covered by the annual budget, each unit owner shall pay to the Board or to such person as the Board may designate, as his respective regular monthly charge and assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the estimated annual common expenses as shown by such annual budget. Such proportionate share for each unit owner shall be in the ratio and proportion to his respective ownership interest in the common elements as assigned and set out in the Declaration. The Board or other person authorized to collect the monthly assessments shall receive, hold and disburse the same as Trustee, for the use and benefit of each unit owner, and shall use, expend and disburse the same for the purposes authorized in these By-laws, the Declaration or the Act. All assessments collected shall be deposited in and constitute the "Maintenance Fund" of this condominium regime. The monthly assessments shall be due and payable monthly whether or not a statement for same is sent or received, and failure to send or receive a statement shall not excuse the payment of any monthly assessment as it becomes due and payable each month.

In the event the Board shall not approve an estimated budget for any year, then the Council may approve and adopt such budget at any regular meeting or a special meeting called for that purpose; in any event until such time as the Board or Council adopts a new budget for a new fiscal year and notifies each unit owner of such, each unit owner shall continue to pay each month the amount of his monthly assessment as last determined.

3. Supplemental Budget - In the event it shall appear to the Board that the estimated budget for any fiscal year shall be inadequate to cover the estimated common expenses in respect to the common elements or other expenses lawfully agreed upon in accordance with the provisions of the Act, the Declaration or these By-laws, then the Board shall prepare or cause to be prepared a supplemental

estimated budget to cover the estimated deficiency for the remainder of the fiscal year and each unit owner shall be assessed and pay his pro-rata share and part of the same in the ratio to his percentage of ownership interest in the common elements.

4. Capital Expenditures - The Board shall not approve any capital expenditures for new improvements on any part of the common elements in excess of \$1,000.00 without the approval of the Council, excluding required repairs, maintenance or replacement of existing improvements which have become damaged or destroyed or no longer serviceable.

5. Assessments During Period of Administration by Developer as Temporary Administrator

(a) Assessments against apartment units owned by persons other than Developer: No budget or estimated budget for the common expenses shall be prepared or adopted during the period of time this condominium regime is being governed and administered by Developer as Temporary Administrator. Instead, during this period of time the purchaser and each subsequent owner of an apartment unit sold and conveyed by Developer shall be assessed and obligated to pay each month as his share and part of the usual and ordinary common expenses for the maintenance, upkeep, repair, replacement, operation, protection, government and administration of the common elements, and for the common insurance and other common services or benefits, a fixed sum each month as set out below; the owner of each apartment, other than Developer, shall pay as his said monthly assessment during said period of time above mentioned the amount set out below opposite the amount of his percentage of ownership interest in the common elements, to-wit:

PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Building H -		Building Q -	
Unit 79	2.540	Unit 105	2.550
Unit 80	2.540	Unit 106	2.550
Unit 81	2.540	Unit 107	2.550
		Unit 108	2.550
Building J -		Building P -	
Unit 82	2.540	Unit 109	2.550
Unit 83	2.540	Unit 110	2.550
Unit 84	2.540	Unit 111	2.550
		Unit 112	2.550
Building K -		Building Q -	
Unit 85	2.540	Unit 113	1.840
Unit 86	2.540	Unit 114	1.840
		Unit 115	1.840
Building L -		Unit 116	1.840
Unit 87	2.540	Unit 117	1.840
Unit 88	2.540	Unit 118	1.840
		Unit 119	1.840
Building M -		Unit 120	1.840
Unit 89	2.540	Unit 121	1.840
Unit 90	2.540	Unit 122	1.840
Unit 91	2.540	Unit 123	1.840
Unit 92	2.540	Unit 124	1.840
Building N -			
Unit 93	1.830		
Unit 94	1.830		
Unit 95	1.830		
Unit 96	1.830		
Unit 97	1.830		
Unit 98	1.830		
Unit 99	1.830		
Unit 100	1.830		
Unit 101	1.830		
Unit 102	1.830		
Unit 103	1.830		
Unit 104	1.830		

AMOUNT OF MONTHLY ASSESSMENTS:

According to Article VI, Paragraphs 1, 2, 3, 4, 5(a) and 5(b).

It is agreed, however, that the fixed monthly assessments above set out to be paid by each unit owner, other than Developer, during said period are only for the usual and ordinary common expenses as above mentioned, and do not include payment for any special assessments which Developer as Temporary Administrator, might make for special purposes, such as for the cost and expense of repairing or reconstructing any damage or destruction due to fire, storm, flood, rising waters or other casualty, in excess of the insurance indemnity, if any, or for the cost and expense of prosecuting any action to enforce compliance with the Act, the Declaration or these By-laws to collect any sums or damages in default. Each unit owner, including Developer, shall pay his pro-rata share of any such special assessments in the ratio of his undivided ownership interest in the common elements; however, special assessments for the cost and expense of repairing or reconstructing any damage or destruction in excess of the insurance indemnity, if any, shall be made against the unit owners and in the same manner as provided for in Condominium Act of the State of Texas. Developer, as Temporary Administrator, shall make no special assessments for construction of any new improvements or facilities, excluding cost of repairing or reconstructing damaged or destroyed existing improvements or facilities in excess of the insurance indemnity, if any.

(b) Assessments against apartments owned by Developer - During said period of administration by Developer as Temporary Administrator there shall be no assessments against Developer or apartments owned by Developer for said usual and ordinary common expenses above mentioned. Instead, however, Developer shall and agrees to pay during such period such amounts over and above the fixed amounts collected from the other unit owners as may be needed to pay said usual and ordinary common expenses actually incurred each month; it being agreed that Developer as Temporary Administrator shall first use and expend the sum collected each month from the other unit owners towards payment of said usual and ordinary common expenses actually incurred each month, and if said sums so collected shall be insufficient to pay such actual costs and expenses, then Developer as its own obligation shall and agrees to pay the deficiency. However, in the case of special assessments, as above mentioned, Developer shall pay its pro-rata share and part of same in proportion to the percentage of ownership interest owned by it in the common elements just like any other unit owner. After the administration by Developer as Temporary Administrator has ceased, then Developer shall be assessed and pay its pro-rata share and part of the common expenses in the proportion of ownership interest in the common elements in respect to the apartments owned by it.

ARTICLE VII - MORTGAGES

An owner who places a mortgage or other lien on his apartment unit shall notify the Board or its representative, if any, of the name and address of his mortgagee, and the Board shall maintain a record of such information. At the request of any mortgagee, the Board or its representative, shall report any unpaid assessments due from the owner of such unit so mortgaged.

ARTICLE VIII - AMENDMENTS

During the period of administration by Developer as Temporary Administrator, these By-laws may be amended or modified from time to time by Developer as such Temporary Administrator and representative of the Council and the Board without the consent of any unit owner; thereafter these By-laws may be amended or modified from time to time by majority vote of the Council at any regular meeting or special meeting called for that purpose. All amendments shall be filed for record in the Condominium Records of Montgomery County, Texas.

ARTICLE IX - SEVERABILITY

If any Article, Paragraph, sentence, clause or phrase of these By-laws or the application thereof in any circumstance shall be held invalid or unenforceable, the validity or enforceability of the remainder of these By-laws or the application of any such Article, Paragraph, sentence, clause or phrase in any other circumstance shall not be affected thereby.

DATED AND ADOPTED by the undersigned, HENRY CORPORATION, a Texas corporation, sole owner in fee simple of the condominium project known as APRIL POINT SECTION 3A, this, the 26th day of July, 1977.

ATTEST:

HENRY CORPORATION

BY: James W. Henry
Secretary

BY: Marvin Henry, Jr.
President

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Marvin Henry, Jr., as President of HENRY CORPORATION, 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 and deed of the said HENRY CORPORATION, a corporation, and that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 26th day of July, 1977.



Ernestine Shepley
Notary Public in and for
Harris County, Texas

VOL 1 PAGE 329
AMENDMENT TO
CONDOMINIUM DECLARATION

CONDOMINIUM
DECLARATION

7734121

FOR

APRIL POINT SECTION 3A

AS RECORDED IN VOLUME 1, PAGES 289 thru 327, MONTGOMERY
COUNTY RECORDING NUMBER 7725133

THE STATE OF TEXAS }

COUNTY OF MONTGOMERY }

Paragraph 1, sub-section (f), entitled "APARTMENT BUILDINGS" shall be amended to read:

"APARTMENT BUILDINGS" means the nine (9) two-story multi-unit buildings located on the project land and containing the fifty-four (54) condominium apartments to be individually and separately owned, depicted as Buildings H, J, K, L, M, N, O, P and Q on the survey plat attached hereto as Exhibit #1.

Paragraph 1, sub-section (g), entitled "APARTMENT", shall be amended to read:

"APARTMENT" means one of the fifty-four (54) separate and individual lake-house type apartments into which the nine (9) Apartment Buildings are divided for individual and separate use and ownership as provided for in said Act and described in this Declaration and the survey plats attached hereto and includes the space encompassed by the boundaries of the apartments and certain construction and elements thereof or therein which are to be individually and separately owned, as hereinafter described, defined and established in this Declaration. An "Apartment" may also be known or referred to as a "Lakehouse Apartment", and for all purposes whatsoever the terms "Apartment" and "Lakehouse Apartment" may be used interchangeably and without distinction, and one such term or designation shall include the other.

Paragraph 4, entitled "APARTMENT BUILDINGS", shall be amended to read:

"APARTMENT BUILDINGS" - The Apartment Buildings located on the project land and constituting a part of the project property, submitted to the provisions of the Act, are each generally described as a wood frame on a concrete slab and are depicted as Buildings H, J, K, L, M, N, O, P and Q on Exhibit #1 attached hereto, and each building is further described and defined as follows:

Building "H" - This building is divided into six (6) apartments. It is a two-story building with one apartment occupying space on the first floor and one apartment occupying space on the second floor.

Building "J" - This building is divided into six (6) apartments. It is a two-story building with one apartment occupying space on the first floor and one apartment occupying space on the second floor.

Building "K" - This building is divided into four (4) apartments. It is a two-story building with one apartment occupying space on the first floor and one apartment occupying space on the second floor.

Building "L" - This building is divided into two (2) apartments. It is a two-story building, and each apartment occupies space on each floor.

Building "M" - This building is divided into four (4) apartments. It is a two-story building, and each apartment occupies space on each floor.

Building "N" - This building is divided into twelve (12) apartments. It is a two-story building with one apartment occupying space on the first floor and one apartment occupying space on the second floor.

Building "O" - This building is divided into four (4) apartments. It is a two-story building, and each apartment occupies space on each floor.

Building "P" - This building is divided into four (4) apartments. It is a two-story building, and each apartment occupies space on each floor.

Building "Q" - This building is divided into twelve (12) apartments. It is a two-story building with one apartment occupying space on the first floor and one apartment occupying space on the second floor.

Paragraph 5, entitled "APARTMENTS", shall be amended to read:

"APARTMENTS" - Each of the fifty-four (54) condominium apartments hereby established and in the aggregate contained in the nine (9) Apartment Buildings of this condominium project, have a direct exit to a thoroughfare or to a given common space leading to a thoroughfare. Each apartment also has an adjoining patio or terrace belonging to it and also parking spaces for two (2) cars for Buildings L, M, O and P, and parking spaces for one (1) car for Buildings H, J, K, N and Q.

The boundaries of each apartment are shown and depicted on their respective floor survey plats attached as exhibits hereto, and are and shall be the interior finished surfaces of the perimeter walls, floors and ceilings, and the exterior surfaces of the patios or terraces immediately adjoining and belonging to each apartment, and each apartment includes both the portions of the building so described and the air space so encompassed, excepting common elements. The individual ownership of each apartment shall also include the following items, except that such items shall be deemed to be part of the building as a whole or the common elements for the purpose of any blanket hazard or casualty insurance policies mentioned in Paragraph 22, below, and the coverage and protection afforded thereunder, to-wit: The interior non-bearing and non-supporting room walls and partitions, cabinets, shelves, closets, interior and exterior doors, glass in windows and doors, the finished perimeter walls, floors and ceilings, including carpeting or other floor covering or finish, the wallpaper and other wallcoverings or finish, the individual lighting and electrical fixtures and appliances, the individual kitchen and bathroom fixtures, equipment, plumbing and appliances such as, but not limited to, cooking ranges, range hoods, refrigerators, sinks, dishwashers, garbage disposals, ovens, water closets, lavatories, shower stalls, bath tubs, medicine cabinets and similar equipment and fixtures, the individual air conditioning and heating units and systems, and the individual hot water heaters, all of which items aforesaid being designed and intended solely for the benefit of and to exclusively serve the particular apartment in or to which the same are located or attached, and are not designed or intended for the benefit, use, support, service or enjoyment of any other apartment or to the common elements or any part thereof.

The identifying number of each Apartment, along with the designated parking spaces shall be the address of each Apartment and that address which is shown on Exhibit #1 shall be the legal description of subject Apartment and shall be referred thereto in all legal descriptions.

Building "H" - The six (6) apartments in this building are numbered for identification as Apartment 79, Apartment 80, Apartment 81, Apartment 82, Apartment 83 and Apartment 84.

Building "J" - The six (6) apartments in this building are numbered for identification as Apartment 85, Apartment 86, Apartment 87, Apartment 88, Apartment 89 and Apartment 90.

Building "K" - The four (4) apartments in this building are numbered for identification as Apartment 91, Apartment 92, Apartment 93 and Apartment 94.

Building "L" - The two (2) apartments in this building are numbered for identification as Apartment 95 and Apartment 96.

Building "M" - The four (4) apartments in this building are numbered for identification as Apartment 97, Apartment 98, Apartment 99 and Apartment 100.

Building "N" - The twelve (12) apartments in this building are numbered for identification as Apartment 101, Apartment 102, Apartment 103, Apartment 104, Apartment 105, Apartment 106, Apartment 107, Apartment 108, Apartment 109, Apartment 110, Apartment 111 and Apartment 112.

Building "O" - The four (4) apartments in this building are numbered for identification as Apartment 113, Apartment 114, Apartment 115 and Apartment 116.

Building "P" - The four (4) apartments in this building are numbered for identification as Apartment 117, Apartment 118, Apartment 119 and Apartment 120.

Building "Q" - The twelve (12) apartments in this building are numbered for identification as Apartment 121, Apartment 122, Apartment 123, Apartment 124, Apartment 125, Apartment 126, Apartment 127, Apartment 128, Apartment 129, Apartment 130, Apartment 131 and Apartment 132.

The identifying number, location, square footage, dimensions, size and other descriptive data of each Apartment are shown and depicted on the survey plats attached as Exhibits hereto, specifically Exhibit #2 as to Apartments in Building "H", Exhibit #3 as to Apartments in Building "J", Exhibit #4 as to Apartments in Building "K", Exhibit #5 as to Apartments in Building "L", Exhibit #6 as to Apartments in Building "M", Exhibit #7 as to Apartments in Building "N", Exhibit #8 as to Apartments in Building "O", Exhibit #9 as to Apartments in Building "P", and Exhibit #10 as to Apartments in Building "Q", and all such information and descriptive data shown on such Exhibits is incorporated herein by reference thereto.

Paragraph 6, entitled "AUTOMOBILE PARKING SPACES", shall be amended to read:

"AUTOMOBILE PARKING SPACES" - There are six (6) parking spaces adjacent and in the rear of Building "H", Apartments 79 thru 84, each parking space shall be numbered and identified as Parking Space Numbers 79 thru 84. There are six (6) parking spaces adjacent in the rear of Building "J", Apartments 85 thru 90, each parking space shall be numbered and identified as Parking Space Numbers 85 thru 90. There are four (4) parking spaces adjacent and in the rear of Building "K", Apartments 91 thru 94, each parking space shall be numbered and identified as Parking Space Numbers 91 thru 94. There are four (4) parking spaces adjacent and in the rear of Building "L", Apartments 95 and 96, each parking space shall be numbered and identified as Parking Space Numbers 95 and 96. There are

eight (8) parking spaces adjacent and in the rear of Building "M", Apartments 97 thru 100, each parking space shall be numbered and identified as Parking Space Numbers 97 thru 100. There are sixteen (16) parking spaces adjacent and in the rear of Building "N", Apartments 101 thru 112, twelve (12) parking spaces shall be numbered and identified as Parking Space Numbers 101 thru 112, the spaces not designated shall be commonly owned and used as guest parking. There are seven (7) parking spaces adjacent and in the rear of Building "O", Apartments 113 thru 116, each parking space shall be numbered and identified as Parking Space Numbers 113 thru 116. There are thirteen (13) parking spaces adjacent and in the rear of Building "P", Apartments 117 thru 120, one parking space shall be numbered and identified as Parking Space Number 116, eight parking spaces shall be numbered and identified as Parking Space numbers 117 thru 120, one parking space shall be numbered and identified as Parking Space Number 121, the parking spaces not designated shall be commonly owned and used as guest parking. There are eleven (11) parking spaces adjacent and in the rear of Building "Q", Apartments 121 thru 132, each parking space shall be numbered and identified as Parking Space Numbers 122 thru 132. Between and in the rear of Buildings "K" and "L" are six (6) parking spaces, these parking spaces are not designated and shall be commonly owned and used as guest parking.

Paragraph 9, entitled "OWNERSHIP OF THE COMMON ELEMENTS", shall be amended to read:

"OWNERSHIP OF THE COMMON ELEMENTS" - Each owner of an apartment shall own and be entitled to the undivided percentage of ownership interest in the Common Elements as hereinbelow assigned and allotted to each apartment. Each such undivided interest shall remain fixed and constant and 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. Said undivided percentage interest in the common elements below allocated and assigned to each apartment shall be and remain an undivided interest and each owner shall own his interest as a tenant in common with the other unit owners. The interests in the common elements shall remain undivided and shall not be the object of any action for partition or division of the co-owners so long as suitable for a condominium regime, and in any event, all mortgages must be paid prior to the bringing of an action for partition, or the consent of all mortgagees to such action must be obtained. Any covenant to the contrary shall be void. The percentage of ownership interest herein assigned and allocated to each apartment shall not be separated from its apartment and may not be sold, conveyed, encumbered or otherwise disposed of separately from the apartment to which such interest is assigned and allocated, and each interest in the common elements shall follow the respective apartment to which it is allocated and assigned, and shall be deemed to be conveyed or encumbered with its respective apartment to which it is allocated or assigned, even though the description of the instrument of conveyance or encumbrance shall refer only to the apartment. The undivided percentage of ownership interest assigned and allocated to each apartment is set out below opposite the identifying number of each apartment, to-wit:

<u>BUILDING "H"</u>	
<u>Apartment No.</u>	<u>Undivided Percentage Interest</u>
79	1.482
80	2.067
81	1.482
82	2.067
83	1.482
84	2.067

<u>BUILDING "J"</u>	
<u>Apartment No.</u>	<u>Undivided Percentage Interest</u>
85	1.482
86	2.067
87	1.482
88	2.067
89	1.482
90	2.067
<u>BUILDING "K"</u>	
91	1.482
92	2.067
93	1.482
94	2.067
<u>BUILDING "L"</u>	
95	2.072
96	2.072
<u>BUILDING "M"</u>	
97	2.072
98	2.072
99	2.072
100	2.072
<u>BUILDING "N"</u>	
101	1.482
102	2.067
103	1.482
104	2.067
105	1.482
106	2.067
107	1.482
108	2.067
109	1.482
110	2.067
111	1.482
112	2.067
<u>BUILDING "O"</u>	
113	2.072
114	2.072
115	2.072
116	2.072
<u>BUILDING "P"</u>	
117	2.072
118	2.072
119	2.072
120	2.072

BUILDING "Q"

<u>Apartment No.</u>	<u>Undivided Percentage Interest</u>
121	1.482
122	2.067
123	1.482
124	2.067
125	1.482
126	2.067
127	1.482
128	2.067
129	1.482
130	2.067
131	1.482
132	2.067
TOTAL (All Apartments, All Buildings)	99.988

Paragraph 16, entitled "ADMINISTRATION BY DEVELOPER", shall be amended to read:

"ADMINISTRATION BY DEVELOPER" - Until such time as Developer has sold and conveyed fifty-three (53) apartment units or the expiration of twenty-four (24) months from the date this Declaration is filed for record, whichever occurs first, the Developer shall be and act as the sole Administrator for the government and administration of this condominium regime, and during such period it shall exclusively represent, act as and constitute the Council of Co-owners and the Board of Administration, and shall exclusively have, exercise and perform all of the rights, powers, authority, functions and duties herein or in said Act or By-laws given to the Council or the Board; provided, however, that the Developer, as such sole Administrator, shall have no authority to exercise any right of first refusal, unless the owners of apartments, including Developer, who in the aggregate represent at least sixty-five (65) percent ownership interest in the common elements, shall in writing consent to the exercise of such right of first refusal. During such period of time the Developer, as such Administrator, shall be known as the "Temporary Administrator",

Developer acknowledges and represents Heights Savings Association, a savings and loan association, is the owner and holder of a mortgage and lien, as same appears of record, upon and against the property constituting and described as the project property in this Declaration, being all the project land and all improvements thereon, and it is hereby stipulated and agreed that in the event of any foreclosure of such mortgage or lien or any renewal, extensions or rearrangements thereof, prior to the time Developer has sold and conveyed fifty-three (53) apartment units or the expiration of twenty-four (24) months from the date this Declaration is filed for record, whichever occurs first, then and in such event the purchaser of any foreclosure sale shall, at its or his option, succeed the Developer as Temporary Administrator and shall have and possess all of the rights, privileges, powers and authority hereinabove reserved or granted unto Developer to act as the Temporary sole Administrator for the government and administration of this condominium regime for the remainder of the period of time during which Developer would have been entitled to act as such "Temporary Administrator" but for such foreclosure sale, but it is expressly agreed and understood that such purchaser at any foreclosure sale shall act as such "Temporary Administrator" and shall possess the above rights, privileges and authority as such, only until the time that the number of apartment units sold and conveyed by such successor Temporary Administrator shall total fifty-three (53) or until the expiration of twenty-four (24) months from the

date this Declaration is filed for record, whichever occurs first. Said Temporary Administrator shall have all the privileges any may exercise all rights, powers and authority which Developer had or could exercise as Temporary Administrator. And, in the event the purchaser at any foreclosure sale shall elect to succeed Developer as such Temporary Administrator, then it is agreed that the sale made to such purchaser at such foreclosure sale shall not be counted as or deemed to be a sale by the Developer for the purpose of determining or terminating the period of temporary administration hereinabove provided for, and in the case of such election it is further agreed that the purchaser at such foreclosure sale shall also succeed to all exemptions, privileges, rights, power and authority of Developer, under Paragraph 34 (AMENDMENTS) of this Declaration, and that during the time of administration by such successor or Temporary Administrator the provisions of Paragraph 5(b) of Article VI (ASS-MENTS) of the By-Laws attached to Appendix "B" to this Declaration shall apply to said successor Temporary Administrator and the apartment units owned by it or them.

In order to exercise the option hereinabove provided for, the purchaser at such foreclosure sale shall within thirty (30) days from the date of such foreclosure execute, acknowledge and file for record, a written instrument setting out the fact of such foreclosure sale and his or its purchase at such foreclosure sale and of his or its election to exercise the option hereinabove granted to succeed Developer as Temporary Administrator.

Paragraph 2, entitled "Organizational and Annual Meetings", of ARTICLE III, entitled "ADMINISTRATIVE BODY" of APPENDIX "B", BY-LAWS OF APRIL POINT SECTION 3A, shall be amended to read:

Organizational and Annual Meetings - As soon as practical after the Developer has sold and conveyed fifty-three (53) apartment units or the expiration of twenty-four (24) months from the date this Declaration is filed for record, whichever shall first occur, the Developer shall give each unit owner written notice of the date, time and place of a meeting to organize the Council of Co-owners. Thereafter annual meetings of the Council shall be held on such dates and at such times and places as the Board of Administration or its representative shall annually determine in the absence of a date, time and place as the Council may decide upon at any meeting. At any annual meeting the Council may transact any business which may be properly brought before the meeting.

Paragraph 5, sub-section (a), entitled "Assessments against apartment units owned by persons other than Developer", of ARTICLE VI, entitled "ASSESSMENTS" of APPENDIX "B", BY-LAWS OF APRIL POINT SECTION 3A, shall be amended to read:

"Assessments against apartment units owned by persons other than Developer": No budget or estimated budget for the common expenses shall be prepared or adopted during the period of time this condominium regime is being governed and administered by Developer as Temporary Administrator. Instead, during this period of time the purchaser and each subsequent owner of an apartment unit sold and conveyed by Developer shall be assessed and obligated to pay each month as his share and part of the usual and ordinary common expenses for the maintenance, upkeep, repair, replacement, operation, protection, government and administration of the common elements, and for the common insurance and other common services or benefits, a fixed sum each month as set out below: the owner of each apartment, other than Developer, shall pay as his said monthly assessment during said period of time above mentioned the amount set out below opposite the amount of his percentage of ownership interest in the common elements, to-wit:

PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Building H -		Building O -	
Unit 79	1.482	Unit 113	2.072
Unit 80	2.067	Unit 114	2.072
Unit 81	1.482	Unit 115	2.072
Unit 82	2.067	Unit 116	2.072
Unit 83	1.482		
Unit 84	2.067	Building P -	
Building J -		Unit 117	2.072
Unit 85	1.482	Unit 118	2.072
Unit 86	2.067	Unit 119	2.072
Unit 87	1.482	Unit 120	2.072
Unit 88	2.067	Building Q -	
Unit 89	1.482	Unit 121	1.482
Unit 90	2.067	Unit 122	2.067
Building K -		Unit 123	1.482
Unit 91	1.482	Unit 124	2.067
Unit 92	2.067	Unit 125	1.482
Unit 93	1.482	Unit 126	2.067
Unit 94	2.067	Unit 127	1.482
Building L -		Unit 128	2.067
Unit 95	2.072	Unit 129	1.482
Unit 96	2.072	Unit 130	2.067
Building M -		Unit 131	1.482
Unit 97	2.072	Unit 132	2.067
Unit 98	2.072		
Unit 99	2.072		
Unit 100	2.072		
Building N -			
Unit 101	1.482		
Unit 102	2.067		
Unit 103	1.482		
Unit 104	2.067		
Unit 105	1.482		
Unit 106	2.067		
Unit 107	1.482		
Unit 108	2.067		
Unit 109	1.482		
Unit 110	2.067		
Unit 111	1.482		
Unit 112	2.067		

DATED AND ADOPTED by the undersigned, HENRY CORPORATION,
a Texas corporation, sole owner in fee simple of the condominium project known
as APRIL POINT SECTION 3A, this, the 31st day of August, 1977.

ATTEST

HENRY CORPORATION

BY:

Marvin Henry, Jr.
President

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this date personally
appeared Marvin Henry, Jr., as President of HENRY CORPORATION, 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 and deed of the
said HENRY CORPORATION, a corporation, and that he executed the same as
the act and deed of said corporation for the purposes and consideration therein
expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 31st
day of August, 1977.

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

