

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>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

BUILDING "J"Apartment No.Undivided
Percentage Interest

85	1.482
86	2.067
87	1.482
88	2.067
89	1.482
90	2.067

BUILDING "K"

91	1.482
92	2.067
93	1.482
94	2.067

BUILDING "L"

95	2.072
96	2.072

BUILDING "M"

97	2.072
98	2.072
99	2.072
100	2.072

BUILDING "N"

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

BUILDING "O"

113	2.072
114	2.072
115	2.072
116	2.072

BUILDING "P"

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	<u>2.067</u>
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 re-arrangements 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 -

Unit 79 1.482
Unit 80 2.067
Unit 81 1.482
Unit 82 2.067
Unit 83 1.482
Unit 84 2.067

Building J -

Unit 85 1.482
Unit 86 2.067
Unit 87 1.482
Unit 88 2.067
Unit 89 1.482
Unit 90 2.067

Building K -

Unit 91 1.482
Unit 92 2.067
Unit 93 1.482
Unit 94 2.067

Building L -

Unit 95 2.072
Unit 96 2.072

Building M -

Unit 97 2.072
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

Building O -

Unit 113 2.072
Unit 114 2.072
Unit 115 2.072
Unit 116 2.072

Building P -

Unit 117 2.072
Unit 118 2.072
Unit 119 2.072
Unit 120 2.072

Building Q -

Unit 121 1.482
Unit 122 2.067
Unit 123 1.482
Unit 124 2.067
Unit 125 1.482
Unit 126 2.067
Unit 127 1.482
Unit 128 2.067
Unit 129 1.482
Unit 130 2.067
Unit 131 1.482
Unit 132 2.067

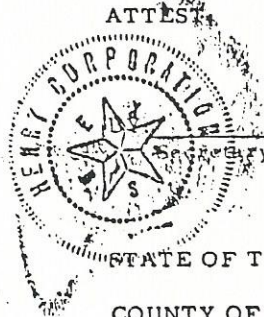
DATED AND ADOPTED by the undersigned, HENRY CORPORATION,
a Texas corporation, sole owner in fee simple of the condominium project known
as APRIL POINT SECTION 3A, this, the 31st day of August, 1977.

ATTEST

HENRY CORPORATION

BY:

Marvin Henry, Jr.
President



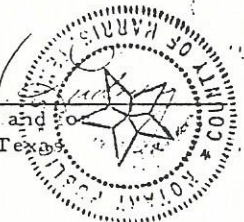
STATE OF TEXAS |

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



8001639

002-01-1397

21-
REAL PROPERTY RECORDS

AMENDMENT TO
CONDOMINIUM DECLARATION
FOR
APRIL POINT SECTION 3A

AS RECORDED IN VOLUME 1, PAGES 289 through 327, and as amended in Volume 1, Page 329 through 346, and as further amended in Volume 1, Pages 523 through 530, all in the CONDOMINIUM DECLARATION RECORDS of Montgomery County, Texas.

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

WHEREAS, on July 26, 1977, THE HENRY CORPORATION filed for record with the County Clerk of Montgomery County, Texas, an instrument dated July 26, 1977, entitled Condominium Declaration for April Point, Section 3A, Montgomery County, Texas, in which THE HENRY CORPORATION, is Owner of all the property described therein; and,

Stated that the therein described property would thereafter be held and conveyed subject to the definitions, divisions, descriptions, restrictions, covenants, limitations, conditions, rights, privileges, obligations and liabilities set forth therein; said instrument being recorded in Volume 1, Page 289, of the Condominium Records of Montgomery County, Texas; and,

WHEREAS, THE HENRY CORPORATION amended said Condominium Declarations by Amendment filed on August 31, 1977, and recorded in Volume 1, Page 329, and Volume 1, Page 523, of the Condominium Declarations of Montgomery County, Texas; and,

WHEREAS, through inadvertance and mistake Exhibits 5, 6, 7, 8, 9 and 10, of the said Condominium Declarations and Amendments thereto do not contain sufficient information necessary in order to locate the individually numbered condominium units as represented by said Exhibits:

NOW, THEREFORE, Exhibits 5, 6, 7, 8, 9 and 10, applicable to Buildings L, M, N, O, P, and Q, are hereby amended as set out on attachment hereto and incorporated fully herein in order to correct the description of the apartment units therein.

All of the other items of the Condominium Declaration for April Point, Section 3A, and the Amendment thereto shall remain as they are, and their force and effect shall be in no way affected or impaired by the execution or the filing of this Amendment.

IN WITNESS WHEREOF this Amendment is executed/ effective as
day of September, 1978. of this 26th

THE HENRY CORPORATION

ATTEST:

Suzan Curtis-Wellings
Suzan Curtis-Wellings, Secretary

By: Marvin Henry, Sr. President

EXHIBIT
D-F:
Amendment 1

002-01-1398

THE STATE OF TEXAS
COUNTY OF *Montgomery*

BEFORE ME, the undersigned authority, on this day personally appeared MARVIN HENRY, SR., ~~was~~ President of THE 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 HENRY CORPORATION, a corporation, and that he executed the same as the act 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 9th day of January, 1978.

Leticia J. Aderson
Notary Public in and for
Montgomery County, Texas.

