

THE OAKS OF WOODLAKE

Declaration

**DECLARATION OF CONDOMINIUM
FOR
THE OAKS OF WOODLAKE**

THIS DECLARATION, made and entered into by Woodlake Limited Partnership, a limited partnership of which Tanglewilde, Inc., a Texas corporation is sole general partner.

WITNESSETH:

WHEREAS, Woodlake Limited Partnership, a limited partnership of which Tanglewilde, Inc., a Texas corporation, is sole general partner, is the owner of that certain 12.0566 acre tract of land and that certain 14.203385 acre tract of land, both tracts being out of the John D. Taylor League, Abstract No. 72, Harris County, Texas, located in the County of Harris, State of Texas, more particularly described as PARCEL A and PARCEL B in Schedule I attached hereto and made a part hereof for all purposes.

WHEREAS, said Woodlake Limited Partnership intends to and does hereby submit the Parcels, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the "Property"), to a condominium regime pursuant to Article 1301a of the Revised Civil Statutes of Texas; and

WHEREAS, said Woodlake Limited Partnership further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereafter acquiring any interest in the Property shall hold said interest subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions and obligations and liens with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which rights, easements, privileges, restrictions, obligations and liens are declared to be in furtherance of a plan to promote and protect the co-operative aspects of residence on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

Now, therefore, said Woodlake Limited Partnership, as the owner of the real estate hereinbefore described, and for the purposes above set forth, declares as follows:

1. *Definitions.* As used herein, unless the context otherwise requires:

- (a) "Act" means Article 1301a of the Revised Civil Statutes of Texas.
- (b) "Association" means The Oaks Condominium Association, a Texas non-profit corporation.
- (c) "Board" means the Board of Directors of the Association.
- (d) "Buildings" shall mean the fifty-nine (59) buildings located on the Parcels and forming part of the Property and containing Units. The "Buildings" are marked as Buildings A-1 through A-26 and B-1 through B-33 on Exhibit A hereto.
- (e) "By-Laws" means the By-Laws of the Association, attached hereto as Exhibit C and by this reference made a part hereof, as amended from time to time.

(f) "Common Elements" means all of the Property except for the Units, and, without limiting the generality of the foregoing, shall include those items defined as "general common elements" in the Act, including the following:

- (1) The Parcels;
- (2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
- (3) All basements, flat roofs, yards, and gardens, except as otherwise herein provided or stipulated;
- (4) All premises for the lodging of janitors or persons in charge of the Buildings, except as otherwise herein provided or stipulated;
- (5) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, and the like;
- (6) All garbage incinerators and, in general, all devices or installations existing for common use;
- (7) The structural improvements marked as covered parking and buildings A27, A28, A29, A30, B34, B35 and B36 on the Plat;
- (8) All swimming pools, clubrooms and recreational facilities; and
- (9) All other elements of the Buildings desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.

(g) "Common expenses" means and includes:

- (1) All sums lawfully assessed against the Common Elements by the Managing Agent or Board;
- (2) All expenses of administration and management, maintenance, operation, repair or replacement of and additions to the Common Elements;
- (3) Expenses agreed upon as common expenses by a majority of the Unit Owners; and
- (4) Expenses declared to be common expenses by this Declaration or by the By-Laws.

(h) "Council of Co-Owners" means all of the Unit Owners, which Council of Co-Owners has been incorporated as the Association.

(i) "Declarant" means Woodlake Limited Partnership, a limited partnership of which Tanglewilde, Inc., a Texas corporation, is sole general partner, its successors and assigns, provided such successors or assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein.

(j) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as amended from time to time.

(k) "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to, balconies or patios serving exclusively a single Unit or one or more adjoining Units; "air handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units; and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.

(l) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.

(m) "Mortgage" means a mortgage or deed of trust covering a Unit and the undivided interest in the Common Elements appurtenant thereto.

(n) "Mortgagee" means a beneficiary under a Mortgage.

(o) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(p) "Parcels" means the parcels or tracts of real estate, described or referred to above in this Declaration, submitted to the provisions of the Act.

(q) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(r) "Plat" means the survey of the Parcels and the floor and elevation plans and drawings of all Units in the Property, attached hereto as Exhibit A and by this reference made a part hereof. The Plat contains a legal description of the Parcels, the location of the Buildings on the Parcels with the Buildings denoted by letter, and number, a description and location for each Unit.

(s) "Property" means all the land, property and space comprising the Parcels, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.

(t) "Record" or "Recording" refers to the record or recording in the Office of the County Clerk of Harris County, Texas.

(u) "Unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in the Buildings, which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the interior surfaces of its perimeter walls, floor, and ceilings; and a Unit includes both the portion of the Buildings so described and the air space so encompassed, excepting Common Elements. Any Unit may be jointly or commonly owned by more than one

person. It is intended that the term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

(v) "Unit Owner" means the Person or Persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

2. *Submission of Property to the Act.* Declarant, as the legal title holder in fee simple of the Parcels, expressly intends to, and by recording this Declaration does hereby, submit the Parcels and the Property to the provisions of the Act.

3. *Plat.* The Plat sets forth the descriptions, locations and other data, as required by the Act, with respect to (1) the Parcels and its exterior boundaries, (2) the Buildings, and (3) each Unit.

4. *Units.* The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. *No Partition.* The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof so long as suitable for a condominium regime, and, in any event, all Mortgages must be paid in full prior to bringing an action for partition or the consent of all Mortgagees must be obtained.

6. (a) *Association of Unit Owners and Administration and Operation of the Property.* There has been or will be formed an Association having the name "The Oaks Condominium Association", a Texas non-profit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit B hereto.

(b) *Management of Property.* The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c), below. The Board shall also have the authority (but shall not be obligated) to engage, supervise and control such employees as the Board deems

advisable to clean and maintain all or any part of the Units to the extent the Board deems it advisable to provide such services for all or any portion of the Unit Owners. The cost of such services shall be a common expense.

(c) *Initial Management Contract.* The First Board, appointed as provided herein, shall ratify and approve an initial Management Agreement between the Declarant, on behalf of the Association, and a management corporation, which may be a corporation related to the Declarant, to act as Managing Agent for the Property. In any event all Management Agreements shall be for a maximum term of three (3) years and terminable for cause upon thirty (30) days' notice from the Board. The initial Management Agreement shall provide for an annual rate of Seventy Thousand Dollars (\$70,000.00).

(d) *Apartments for Building Personnel.* The Board shall have authority to lease, purchase and mortgage one or more Units or other residential quarters for a building manager and engineer. All rental or debt service paid by the Association pursuant to any such lease agreement or Mortgage shall be a common expense.

(e) *Use by Declarant.* During the period of sale by the Declarant of any Units, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Buildings and Property as may be required for purposes of said sale of Units. While the Declarant owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

(f) *Non-Liability of the Directors, Board, Officers, and Declarant.* Neither the directors, Board or officers of the Association, nor Declarant shall be personally liable to the Unit Owners for any mistake of judgment or for any acts or omissions of any nature whatsoever as such directors, Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers, or Declarant, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws.

(g) *Board's Determination Binding.* In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Unit Owners, subject to the right of Unit Owners to seek other remedies provided by law after such determination by the Board.

(h) *Board Authority to Permit Use by Others.* The Board shall have the authority to permit persons other than Unit Owners to use portions of the Common Elements, including club rooms and recreational facilities, upon such terms as the Board shall deem advisable. All proceeds and revenues, if any, received from such use of Common Elements shall be used to defray common expenses in such manner as the Board shall determine.

7. *Ownership of the Common Elements.* Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto and by this reference made a part hereof. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of owner-

ship in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the title to that Unit.

8. *Use of the Common Elements.* Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association. In addition, the Association shall have the authority to rent, lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

Parking spaces within the Parcels shall be part of the Common Elements, and may be allocated and re-allocated, from time to time, to the respective Unit Owners, and shall be used by such Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe. However, each Unit Owner has the right to the use, for at least one automobile, of a parking space. Parking spaces not so used by Unit Owners may be rented or otherwise used in such manner as the Board may prescribe.

9. *Storage Areas.* The Storage Spaces on the Property, outside of the Units, shall be part of the Common Elements and shall be allocated and re-allocated, from time to time, to the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and storage areas not so allocated may be rented or otherwise used in such manner as the Board may prescribe.

10. (a) *Common Expenses and Metered Utilities.* Each Unit Owner, including the Declarant, shall pay his proportionate share of the common expenses. Except for its responsibilities as a Unit Owner, as provided herein, the Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date this Declaration is recorded. Such proportionate share of the common expenses for each Unit Owner shall be in accordance with his percentage of ownership in the Common Elements. Payment of common expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses by waiver or non-use or waiver of enjoyment of the Common Elements or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum rate as may then be permitted under the law of the State of Texas, accruing from and after the date that said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Property and his Unit.

Each Unit Owner shall also pay for all utility services, including electricity and other utility services, if any, separately metered for such Unit Owner's Unit. Each Unit Owner shall make such payments for separately metered utility services to the public utility company providing such utility

service if provided directly to the Unit Owner or to the Association if such utility services are separately metered on submeters for the Units.

(b) *Enforcement of Lien.* The Board may bring an action at law against the Unit Owner personally obligated to pay the same, for collection of his unpaid proportionate share of the common expenses, or foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Unit Owner, by his acceptance of a deed to a Unit, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Revised Civil Statutes of Texas and each such Unit Owner hereby expressly grants to the Board a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Board and shall be for the common benefit of all Unit Owners. The Board shall have the authority to appoint a trustee, and thereafter successor trustees from time to time, to act on behalf of the Board in foreclosing such lien, and such appointment may be made without any formality other than a written appointment of a trustee or successor (substitute) trustee, and the Board may appoint a substitute trustee at any time in its discretion. The Board acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) *Mortgage Protection.* The lien for common expenses payable by a Unit Owner shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the Mortgagee thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage. This subparagraph (c) shall not be amended, changed, modified or rescinded without the prior written consent of all Mortgagees of record.

11. *Mortgages.* Each Unit Owner shall have the right, subject to the provisions herein, to make separate Mortgages for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create, or cause to be made or created from the date hereof, any Mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements appurtenant thereto.

The prior written approval of each Mortgagee will be required for the following:

(a) The abandonment of the Property or termination of the Declaration, except for abandonment or termination provided by law or as herein otherwise provided in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain;

(b) The effectuation of any decision by the Association to terminate professional management and assume self-management of the Property.

If any Unit or portion thereof or the Common Elements or Limited Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding then the holder of any Mortgage will be entitled to timely written notice of any such proceeding or proposed acquisition.

Any holder of a Mortgage will, upon request, be entitled to:

- (a) inspect the books and records of the Association during normal business hours;
- (b) receive financial statements of the Association certified by the Association within 90 days following the end of any fiscal year; and
- (c) written notice of meetings of the Association and be permitted to designate a representative to attend all such meetings.

12. *Separate Real Estate Taxes.* Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes or assessments for any year are not separately assessed to each Unit Owner, but rather are assessed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes or assessments shall be a common expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Unit Owners their proportionate shares of taxes or assessments for any year in which taxes are assessed on the Property as a whole.

13. *Insurance.* The Board shall have the authority to and shall obtain insurance for the Property, exclusive of decorating of the Units or Limited Common Elements by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement costs shall be deemed the cost of restoring the Common Elements, Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in this Declaration, and for the holders of Mortgages on his Unit, if any. Such policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense.

The following provisions shall apply with respect to damage by fire or other causes.

(a) If any one of the Buildings is damaged by fire or other casualty and said damage is limited to a single Unit, all insurance proceeds shall be paid to the Unit Owner or one or more Mortgagees of such Unit, as their respective interests may appear, and such Unit Owner or Mortgagees shall use the same to rebuild or repair such Unit substantially in accordance with the original plans and specifications therefor. If such damage extends to two or more Units, or extends to any part of the Common Elements, such insurance proceeds shall be paid to the Board, as Trustee, or to such bank or trust company as may be designated by amendment hereof, to be held in trust for the benefit of the Unit Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Units, the Buildings, and the Common Elements substantially in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a special assessment on all Unit Owners, in proportion to the percentage interest of each Unit Owner in the Common Elements, to make up any deficiency. If any Unit Owner shall fail to pay the special assessment within thirty (30) days after the levy

thereof, the Board shall make up the deficiency by payment from the common expense fund, provided, however, that such Unit Owner shall remain liable for such special assessment.

(b) Notwithstanding the provisions of subparagraph (a) above, reconstruction shall not be compulsory where the whole or more than two-thirds ($\frac{2}{3}$) of the Buildings and Common Elements is destroyed or damaged by fire or other casualty, as determined by the Council of Co-Owners. In such case, and unless otherwise unanimously agreed upon by the Unit Owners, the insurance proceeds shall be delivered to the Unit Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements; and the Board, as soon as reasonably possible and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale, and all funds held by said insurance trustee, shall thereupon be distributed to the Unit Owners or their Mortgagees, as their interest may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements.

(c) Within sixty (60) days after any such damage occurs, the Managing Agent, or the Board shall, or if they do not, any Unit Owner, the insurer, the insurance trustee or any Mortgagee may, record a sworn declaration stating that such damage has occurred, describing it, identifying the Buildings suffering such damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph of this Declaration, and that a copy of such sworn declaration has been served pursuant to the provisions of Paragraph 22 hereof on the Unit Owners.

(d) If the Unit Owners should not rebuild pursuant to subparagraph (b) above, and the Board fails to consummate a sale pursuant to said subparagraph (b) within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent, or the Board shall, or if they do not, any Unit Owner or Mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Paragraph 5 hereof has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Texas. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, Mortgagee of record, if any, the Association, its officers, directors, Board and employees, the Declarant, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense. The Board shall retain in safe-keeping any such public liability policy for twenty-three (23) years after the expiration date of the policy.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and member of any committee appointed pursuant to the By-Laws of the Association from liability arising from the fact that said person is or was director or officer of the Association, or a member of such a committee. The premiums for such insurance shall be a common expense.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the contents of the Limited Common Elements serving his Unit, as well as his decorating, furnishings and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss

or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

14. *Maintenance, Repairs and Replacements.* Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby, and, further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to and replacement within the Limited Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

In addition to the discretionary authority provided herein for maintenance of all or any portion of the Units, the Board shall have the authority to maintain and repair any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Unit Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Unit of such Unit Owner for the cost of said necessary maintenance or repair.

If, due to the act or neglect of a Unit Owner, or his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association; however, the provisions of this paragraph are subject to the provisions of Paragraph 13 hereof providing for waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Board.

The authorized representatives of the Association or Board, or the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements or to make any alteration required by any governmental authority.

15. *Alterations, Additions or Improvements.* Except as provided in Paragraph 19 herein, no alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

16. *Decorating.* Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and Limited Common Elements serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his Unit, and any balconies, patios and terraces being appurtenant thereto, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than of Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the common expenses. All windows forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit. No Unit Owner shall enclose the balcony or patio constituting Limited Common Elements for his Unit or decorate the portions of such balcony or patio visible from outside such Unit in any manner which detracts from the appearance of the Buildings, and the determination of the Board on such matters shall be final.

17. *Encroachments.* If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

18. *Transfer of a Unit – First Option to Association.*

A. *Unrestricted Transfers.* Subject to subparagraph B below, a Unit Owner may, without restriction under this Declaration, sell, give, devise, lease or otherwise transfer his Unit, or any interest therein, to his spouse, or to his child, parent, brother, sister, grandchild or descendant or to any one or more of them, or to any trustee of a trust, the sole beneficiary of which is the Unit Owner or his spouse, child, parent, brother, sister, grandchild or descendant or any one or more of them. Notice of any such unrestricted transfer shall be given to the Board within five (5) days following consummation of such transfer.

B. *Leases.* No Unit shall be leased by a Unit Owner for a term greater than two (2) years. No lease may be for hotel or transient purposes, nor may a Unit Owner lease less than the entire Unit. All leases must be in writing. A copy of every such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration and By-Laws, of the Unit Owner making such lease and the lease shall expressly so provide that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions below with respect to the Association's right of first option shall again apply to said Unit.

C. *Notice to Association of Certain Transfers.* Whenever a Unit Owner shall propose to sell, give, devise, lease or otherwise transfer his Unit, or any interest therein, to any person or entity other than a person or entity described in subparagraph A above, said Unit Owner shall give the Association not less than thirty (30) days prior written notice of the proposed transfer,

which notice shall briefly describe the type of transfer proposed by the Unit Owner and shall state the name, address and financial and character references of the proposed transferee. The notice shall also include a copy of the proposed lease, contract for sale or other documents, if any, affecting said transfer.

D. Association's First Option.

(a) *If Proposed Transfer is a Sale or Lease.* If a Unit Owner proposes to sell or lease his Unit, or any interest therein, to any person or entity *other than* a person or entity described in subparagraph A above, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase or lease such Unit or interest therein from said Unit Owner (the "transferring party") upon the terms described in said notice.

(b) *If Proposed Transfer is a Gift.* If a Unit Owner proposes to make, a gift of his Unit, or any interest therein, to any person or entity *other than* a person or entity described in subparagraph A above, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase such Unit or interest therein. The price to be paid by the Association for said Unit, or interest therein, shall be agreed upon by said Unit Owner (the "transferring party") and the Association, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in subparagraph E below.

(c) *If Proposed Transfer is Upon the Death of a Unit Owner.* If a Unit Owner dies and under applicable law his Unit, or any interest therein, is subject to a probate proceeding, then during a period of six (6) months after appointment of a personal representative of said deceased Unit Owner, the Association shall have the first right, at its option, to purchase said Unit or interest therein either from the devisee thereof named in the deceased Unit Owner's will, if any, or from the appointed personal representative of such deceased Unit Owner who is empowered or authorized to sell the Unit or such interest therein (the "transferring party"). However, the foregoing option shall not apply to any such transfer upon the death of a Unit Owner to a person or entity described in subparagraph A above. The price to be paid by the Association for said Unit, or interest therein, shall be agreed upon by the Association and said transferring party, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in subparagraph E below.

E. Determination of Disputed Purchase Price. If the price to be paid by the Association for a Unit or interest therein, pursuant to subparagraph D(b) and (c) above, is not promptly agreed upon, said price shall be equal to the fair market value of the Unit or interest therein, as determined by an M.A.I. appraiser mutually agreed upon by the transferring party and the Association, or, in the event of no prompt agreement on said appraiser, by a majority decision of three M.A.I. appraisers, one chosen by the transferring party, one chosen by the Association and the third chosen by the two appraisers. The cost of said appraiser or appraisers shall be paid one-half by the transferring party and one-half by the Association as a common expense.

F. Election Not to Exercise First Option. The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association's first option hereunder, and shall promptly give written notice of said election to the transferring party. Upon receipt of notice of a proposed transfer, the Board shall, within ten (10) days thereafter, hold a meeting of directors or poll all directors for the purpose of voting upon whether the Board shall elect not to exercise the Association's first option hereunder. The Association shall be deemed to have elected not to exercise its first option if *either* (i) the Association notifies the

transferring party that it has elected not to exercise its option or (ii) the Association fails to notify the transferring party, before expiration of the applicable option period provided herein, that the Association elects to exercise its option.

If the Association elects not to exercise its first option, in the case of a proposed sale, lease or gift of a Unit or interest therein, the transferring party may proceed to close said proposed transfer any time within forty-five (45) days after said election. Thereafter, said transfer of the Unit, or any interest therein, shall become again subject to the Association's right of first option, as herein provided.

A certificate executed by the President, Vice-President, Secretary or other duly authorized officer of the Association, certifying that the Association, by its Board has elected not to exercise its first option, shall be conclusive evidence of such election and of a Unit Owner's compliance with the provisions hereof. Such a certificate shall be furnished to a Unit Owner upon his compliance with the provisions hereof, provided that the Unit Owner requests such certificate from the Association in writing and pays the Association a reasonable fee for said certificate.

G. Election to Exercise First Option. The Board shall have authority to recommend to the Unit Owners that the Association elect to exercise its first option hereunder. Upon receipt of notice of a proposed transfer, the Board shall, within ten (10) days thereafter, hold a meeting of directors or poll all directors for the purpose of voting upon whether the Board should make such recommendation. In the event the Board decides not to recommend that the Association elect to exercise its option, then notice of the Board's decision shall be promptly given to the transferring party.

In the event the Board shall decide to recommend to the Unit Owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all the Unit Owners, within the twenty (20) days following its determination to recommend such election, for the purpose of voting upon whether the Association will elect to exercise its option. If Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements, by affirmative vote at such meeting or by written proxy or consent, elect to exercise the Association's option, then the Board shall promptly give written notice of said election to the transferring party.

The Association shall be deemed to have exercised its option hereunder if it tenders the required sum of money to the transferring party within the applicable option period provided herein.

H. Association's Right to Purchase at a Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a Mortgage foreclosure, a foreclosure of any lien for common expenses, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements. Such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit or interest therein.

I. Financing of Purchase by Association. The Board shall have the authority to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto.

J. Miscellaneous.

(a) A transfer or lease of a Unit, or interest therein, by or to the Board, the Declarant or the holder of any Mortgage on a Unit which comes into possession of the mortgaged Unit pursuant to remedies provided in such Mortgage or otherwise provided under applicable law, or pursuant to foreclosure of such Mortgage, or pursuant to a deed (or assignment) in lieu of foreclosure of such Mortgage, shall not be subject to the foregoing provisions of this Paragraph 18.

(b) The Association shall hold title to or lease any Unit or interest therein, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit or interest therein on behalf the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit or any interest therein be sold for less than the amount paid by the Association to purchase said Unit or any interest therein unless Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements first authorized the sale for such lesser amount.

(c) All notices referred to or required under this Paragraph 18 shall be given in the manner provided in this Declaration for the giving of notices.

(d) The provisions of this Paragraph 18 with respect to the Association's right of first option shall be and remain in full force and effect until the Property as a whole shall be removed from the provisions of the Act, as provided therein, unless the provisions of this Paragraph 18 are sooner rescinded or amended by the Unit Owners.

(e) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Paragraph 18, for the purpose of implementing and effectuating said provisions.

(f) If any transfer or lease of a Unit or any interest therein is made or attempted without complying with the provisions of this Paragraph 18, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise.

(g) In the event of any transfer of a Unit, or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer, except as otherwise provided in Paragraphs 10(c) and 20 hereof and Article IV, Section 7 of the By-Laws with respect to the transfer of a Unit to certain Mortgagees.

(h) The provisions of this Paragraph 18 have been inserted in this Declaration to improve the quality and stability of The Oaks of Woodlake Condominiums. The Association's first option hereinabove set forth shall not be used to discriminate against any buyer or seller on the basis of sex, color, race, age, national origin or any other constitutionally impermissible criteria.

19. Use and Occupancy Restrictions. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence as an

ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together (including, without limitation, portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided (a) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alteration; (b) such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; (c) such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units), including without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by any such alteration.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, the parking areas, any laundry room, party rooms, receiving rooms, storage areas, swimming pool area and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

Without limiting the generality of the foregoing provisions of this Paragraph 19, use of the Property by the Unit Owners shall be subject to the following restrictions:

(a) Nothing shall be stored in the Common Elements without prior consent of the Board except in storage areas or as otherwise herein expressly provided;

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

(c) No waste shall be committed in or on the Common Elements;

(d) Subject to Declarant's rights under Paragraph 6(e) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

(e) No noxious or offensive activity shall be carried on in any Unit or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners;

(f) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;

(g) No structure of a temporary character, trailer, tent, shack, garage, barn, or other out-buildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof;

(h) Outdoor drying of clothes shall not be permitted;

(i) Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Board applicable thereto;

(j) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

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

(l) Without limiting any other rule-making authority it may have under this Declaration, the Board is specifically authorized, in its discretion, to assign and to reassign parking spaces to particular Unit Owners, provided that each Unit Owner shall be entitled to the use of at least one parking space.

20. *Remedies.* In the event of any violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit), the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum lawful rate per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said Mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit or commences other proceedings to foreclose its Mortgage or causes a receiver to be appointed. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of Mortgages against Units.

In the event of any such default by any Unit Owner, the Board and the manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the Unit, or any portion of the property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law.

The failure of any Unit Owner to comply with the provisions of the Declaration, By-Laws and articles of incorporation of the Association will give rise to a cause of action in any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both.

21. *Amendment.* The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by Unit Owners owning not less than eighty per cent (80%) of the total ownership of the Common Elements; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument. The percentage ownership of the Common Elements provided for in this Declaration shall not be amended or modified without the consent of all Unit Owners and of all Mortgagees.

However, if the Act, the Declaration or the By-Laws require the consent or agreement of all Unit Owners or of all Mortgagees for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all Mortgagees or both as required by the Act or this Declaration.

Declarant shall have the authority, without the joinder or consent of any other party, to make any amendment of this Declaration necessary to clarify any apparently conflicting provisions hereof and/or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors.

Any change, modification or rescission, whether accomplished under any one or more of the provisions of the preceding paragraphs, shall be effective upon recording of such instrument in the office of the County Clerk of Harris County, Texas; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

22. *Notices.* Notice provided for in the Act, Declaration, or By-Laws shall be in writing, and shall be addressed to the Association or Board, or to any Unit Owner, as the case may be, at 2100 Tanglewilde, Houston, Texas 77063 or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above

shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Upon written request to the Board, the holder of any recorded Mortgage encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such Mortgage.

23. *Severability.* If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.

24. *Perpetuities and Restraints on Alienation.* If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Jimmy Carter, and Governor of Texas, Dolph Briscoe.

25. *Rights and Obligations.* Each grantee of the Declarant, by the acceptance of the deed of conveyance from the Declarant, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

IN WITNESS WHEREOF, the said Woodlake Limited Partnership has caused its name to be signed to these presents by its duly authorized general partner, Tanglewilde, Inc., a Texas corporation, acting herein through its duly authorized Vice President and its Assistant Secretary, this _____ day of _____, 197_____.

WOODLAKE LIMITED PARTNERSHIP

By Tanglewilde, Inc. – general partner

By _____
Vice President

ATTEST:

Assistant Secretary

LIST OF ATTACHMENTS

Schedule I – Description of the Parcels

Exhibit A – Plat

Exhibit B – Ownership Interests in Common Elements

Exhibit C – By-Laws of the Association

STATE OF ILLINOIS }
COUNTY OF COOK }

BEFORE ME, the undersigned authority, on this day personally appeared _____, Vice President of Tanglewilde, Inc., a corporation, General Partner of Woodlake Limited Partnership, a partnership, 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 said Woodlake Limited Partnership, a partnership, and that he executed the same as the act and deed of such Partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 197__

Notary Public in and for
Cook County, Illinois

My Commission Expires:

CONSENT AND SUBORDINATION

THE STATE OF TEXAS }
COUNTY OF HARRIS }

The undersigned, Continental Illinois National Bank and Trust Company of Chicago (the "Bank") being the owner and holder of an existing mortgage and liens upon and against the real property described in Schedule I attached hereto, does hereby consent to and join in the Declaration of Condominium Regime for The Oaks of Woodlake (and the exhibits thereto) and does hereby subordinate the mortgage and liens held by the Bank to said Declaration.

This Consent and Subordination shall not be construed or operate as a release of said mortgage or liens owned and held by the Bank, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against the Units and the undivided percentage interest in the common elements as defined in said Declaration of Condominium Regime for The Oaks of Woodlake.

Signed and attested by the undersigned officers of Continental Illinois National Bank and Trust Company of Chicago, hereunto duly authorized, this the day of, 1978.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

ATTEST:

By _____
Vice President

THE STATE OF ILLINOIS }
COUNTY OF COOK }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, vice president, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 _____ day of _____, 1978.

Notary Public in and for
Cook County, Illinois

SCHEDULE I

TO DECLARATION OF CONDOMINIUM FOR THE OAKS OF WOODLAKE

PARCEL A

Being that certain tract or parcel of land known as the Oaks of Woodlake, Section No. One, as recorded in Volume 195, Page 110, Map Records of Harris County, Texas, out of Woodlake Subdivision, Sections 2 and 4 as recorded in Volume 174, Page 1, and Volume 174, Page 15, respectively of the Harris County Map Records; and lying in the John D. Taylor League, Abstract No. 72, Houston, Harris County, Texas;

COMMENCING at a $\frac{5}{8}$ inch iron rod lying in the easterly right-of-way line of South Gessner Road (based on a width of 100 feet) being the Southwest corner of Woodlake Subdivision, Section No. 2 and also being the Northwest Corner of Woodlake Subdivision Section No. 4;

THENCE North $87^{\circ} 39' 22''$ East, along the common boundary line between the said Woodlake Subdivision Section No. 2 and Woodlake Subdivision Section No. 4, a distance of 555.00 feet to a $\frac{5}{8}$ inch iron rod for the most westerly Southwest corner of the herein described 12.0566 acre tract and being also the PLACE OF BEGINNING;

THENCE North $87^{\circ} 39' 22''$ East, continuing along the common boundary line between the said Woodlake Subdivision Section No. 2 and Woodlake Subdivision Section No. 4, a distance of 106.00 feet to a $\frac{5}{8}$ inch iron rod for corner;

THENCE South $02^{\circ} 20' 38''$ East a distance of 542.96 feet to a $\frac{5}{8}$ inch iron rod for a Southwest corner of the herein described tract;

THENCE North $89^{\circ} 10' 11''$ East, a distance of 49.21 feet to a $\frac{5}{8}$ inch iron rod for corner;

THENCE South $53^{\circ} 07' 48''$ East, a distance of 50.00 feet to a $\frac{5}{8}$ inch iron rod lying in the centerline of an existing drainage ditch and being a southerly corner of the herein described tract;

THENCE along the meanders of said existing drainage ditch;

North $45^{\circ} 00' 00''$ East, 67.88 feet;

South $79^{\circ} 30' 31''$ East, 54.92 feet;

North $58^{\circ} 34' 14''$ East, 105.48 feet;

North $26^{\circ} 19' 42''$ East, 108.23 feet;

North $47^{\circ} 55' 15''$ East, 128.47 feet;

to a $\frac{5}{8}$ inch iron rod lying in the westerly right-of-way of Tanglewilde Avenue (60 feet wide) said iron rod being the Southeasterly corner of the herein described tract;

THENCE in a northerly direction along the said Westerly right-of-way line of Tanglewilde Avenue being a curve to the right having a radius of 1,480.00 feet, a central angle of $23^{\circ} 21' 18''$, and a length of 603.28 feet to a $\frac{5}{8}$ inch iron rod being the point of tangency of said curve and also an easterly corner of the herein described tract;

THENCE North $03^{\circ} 22' 00''$ East, continuing along said westerly right-of-way line of Tanglewilde Avenue a distance of 420.55 feet to a $\frac{5}{8}$ inch iron rod being the most southerly 10 foot cut back corner and also the most easterly northeast corner of the herein described tract;

THENCE North $40^{\circ} 59' 14''$ West, along said 10 foot cut back line a distance of 14.30 feet to a $\frac{5}{8}$ inch iron rod lying in the southerly right-of-way line of Briar Forest Drive (based on a width of 100 feet) and being a northerly corner of the herein described tract;

THENCE in a westerly direction along the said southerly right-of-way line of Briar Forest Drive being the arc of a curve to the right having a radius of 1,550.00 feet a central angle of 17° 00' 14", and a length of 460.00 feet, to a 5/8 inch iron rod for the northwest corner of the herein described tract;

THENCE South 03° 43' 21" East, along the common boundary line between the Oaks of Woodlake Apartments, Section No. 2 and the herein described tract (the Oaks of Woodlake, Section No. 1), a distance of 513.39 feet to a point for corner;

THENCE South 11° 55' 50" West, continuing along said common boundary line, a distance of 332.77 feet to the PLACE OF BEGINNING; and containing 12.0566 acres of land.

PARCEL B

Being that certain tract or parcel of land known as the Replat of Replat of Oaks of Woodlake Apartments, Section No. Two, as recorded in Volume 196, Page 42, Map Records of Harris County, Texas, out of Woodlake Subdivision, Section No. 2 as recorded in Volume No. 174, Page No. 1 of the Map Record of Harris County, Texas, and lying in the John D. Taylor League, Abstract No. 72, Houston, Harris County, Texas;

COMMENCING at a 5/8 inch iron rod lying in the easterly right-of-way of South Gessner Road (based on a width of 100 feet), being the southwest corner of Woodlake Subdivision, Section No. 2, same being the southwest corner of the herein described tract and also the PLACE OF BEGINNING;

THENCE North 87° 39' 22" East, a distance of 555.00 feet along the common line between Woodlake Subdivision Section No. 2 and Woodlake Subdivision Section No. 4 to a 5/8 inch iron rod for corner;

THENCE North 11° 55' 50" East, a distance of 332.77 feet along the common line between the Oaks of Woodlake Apartments Section No. 1 and the herein described tract to a point for corner;

THENCE North 3° 43' 21" West, a distance of 513.39 feet along the common line between the Oaks of Woodlake Apartments, Section No. 1 and the herein described tract to a 5/8 inch iron rod lying in the southerly right-of-way line of Briar Forest Drive (based on a width of 100 feet)

THENCE in a northwesterly direction along the said southerly right-of-way line of Briar Forest Drive being the arc of a curve to the right having a radius of 1,550.00 feet, a central angle of 7° 04' 15", and a length of 191.28 feet to a 5/8 inch iron rod at the point of tangency of said curve;

THENCE North 61° 04' 48" West, continuing along the southerly right-of-way line of Briar Forest Drive, a distance of 110.15 feet to a 5/8 inch iron rod at the point of curvature of a curve to the left;

THENCE is a northwesterly direction continuing along the southerly right-of-way line of Briar Forest Drive being the arc of a curve to the left having a radius of 1,467.38 feet, a central angle of 14° 07' 07" and a length of 361.59 feet to a 5/8 inch iron rod at the point of compound curvature of a curve to the left;

THENCE in a southwesterly direction along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 107° 08' 43", and a length of 46.75 feet to a 5/8 inch iron rod lying in the easterly right-of-way line of South Gessner Road (based on a width of 100 feet) being the point of tangency of said curve;

THENCE South 2° 20' 38" East, a distance of 1,105.83 feet along the said easterly right-of-way line of South Gessner Road to the PLACE OF BEGINNING; and containing 14.203385 acres (618,699.4506 square feet) of land, more or less.

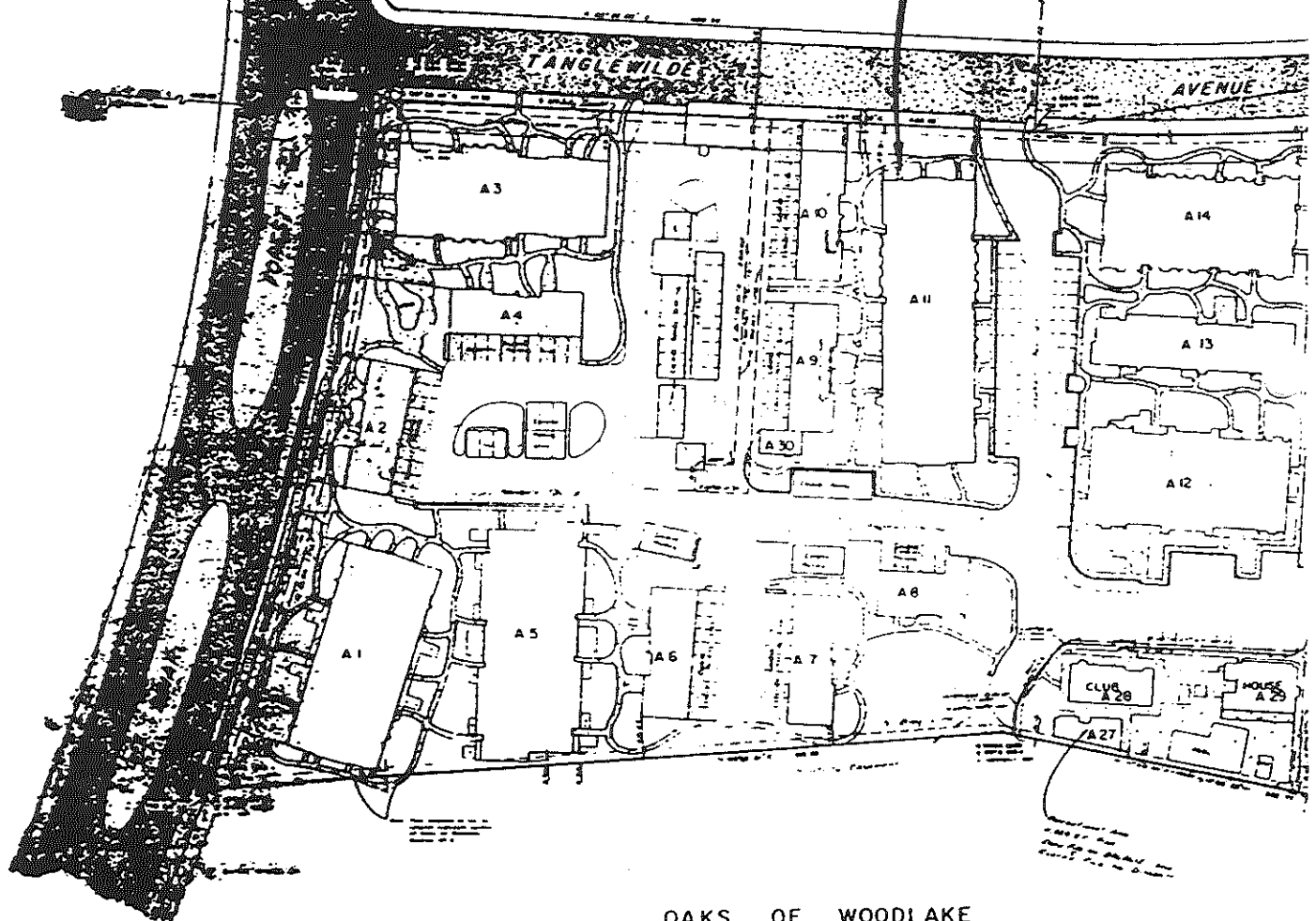
EXHIBIT A

WOODLAKE ON THE BAYOU

OAKS OF
SECTION ONE

12.0566 ACRES

OUT OF WOODLAKE SUBD SECTS 1
VOL 174 - PG 1 & VOL 174 - PG 13 OF
[REPLAT 395 - PG 110 OF HCMR]



OAKS OF WOODLAKE

SECT. NO. 2

14.203385 ACRES

SUBD. RECORDED IN VOL 174 - PG 1

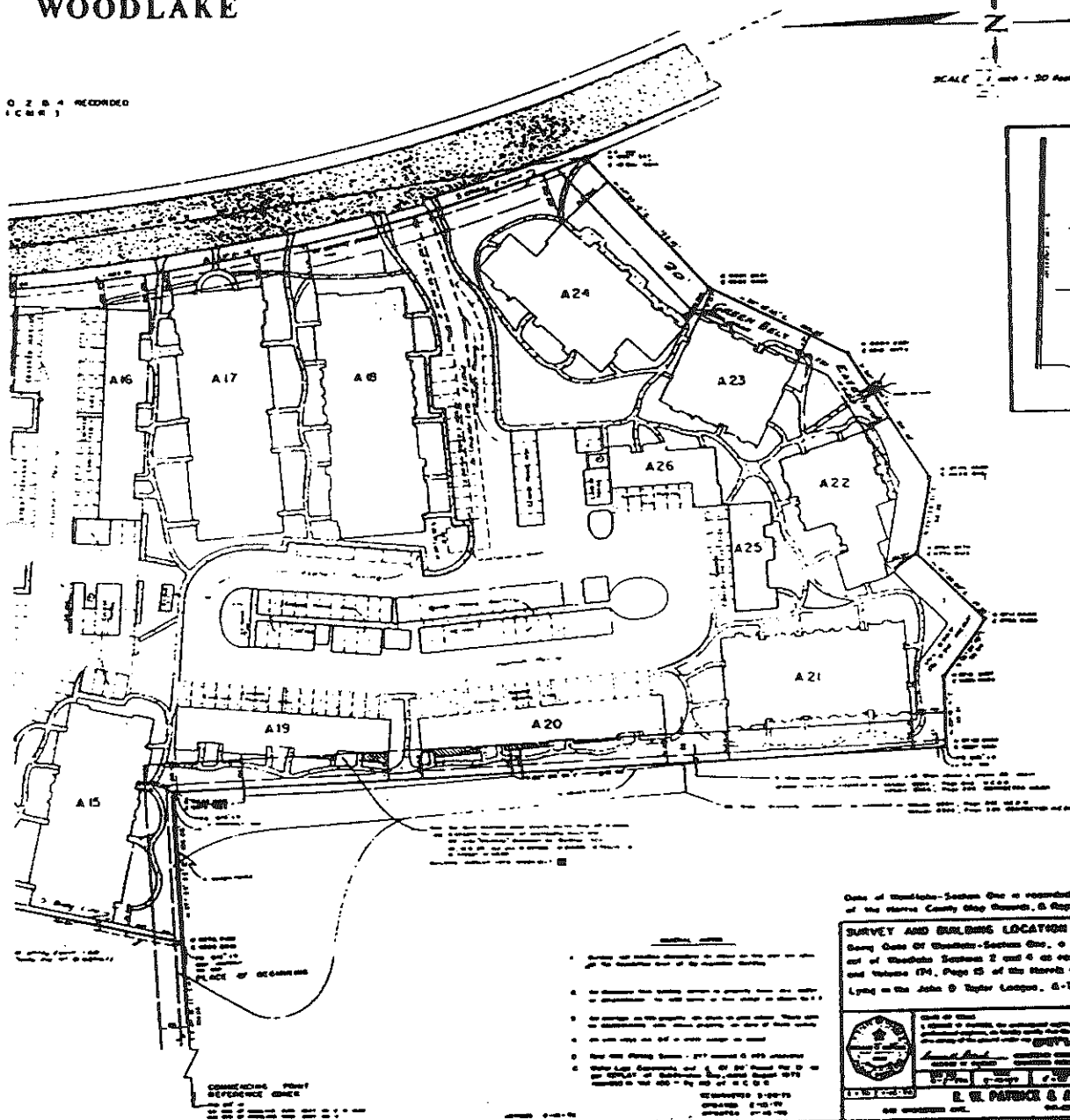
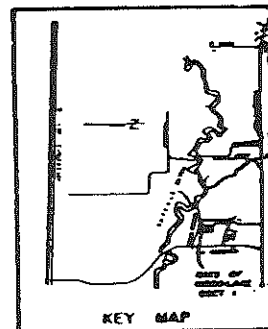
OF HCMR

[REPLAT VOL 196 - PG 42 OF HCMR]

WOODLAKE

0 2 8 4 RECORDED
(C.M.R.)

SCALE 1" = 50' 0"



One of Woodlake-Section One is recorded in Vol. 175, Page 420 of the Harris County Map Records, & Register Vol. 425, Pg. 570 H.C.M.R.

SURVEY AND BUILDING LOCATION OF ONE OF WOODLAKE
Being One of Woodlake-Section One, a subdivision of 61,000 acres out of Woodlake Sections 2 and 4 as recorded in Volume 674, Page 1 and Volume 174, Page 15 of the Harris County Map Records Lying in the John D. Taylor League, S-7E, Quarter, Harris County, Tex.

	E. W. PATRICK & ASSOCIATES, INC. 1000 WEST 10TH STREET HOUSTON, TEXAS 77001 (713) 521-1111	
	E. W. PATRICK & ASSOCIATES, INC. 1000 WEST 10TH STREET HOUSTON, TEXAS 77001 (713) 521-1111	

PLAY RECORDED
VOL 195 PG 140 H.C.M.R.

1 35'

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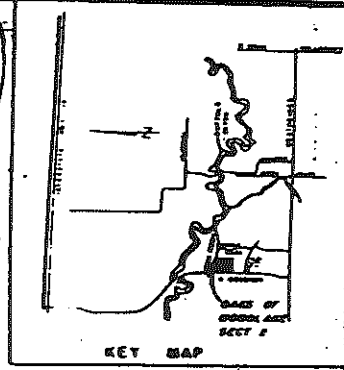
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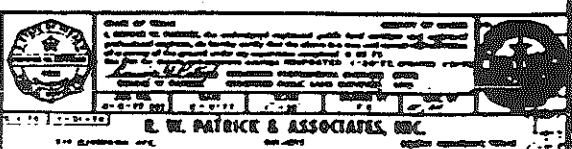
100 V

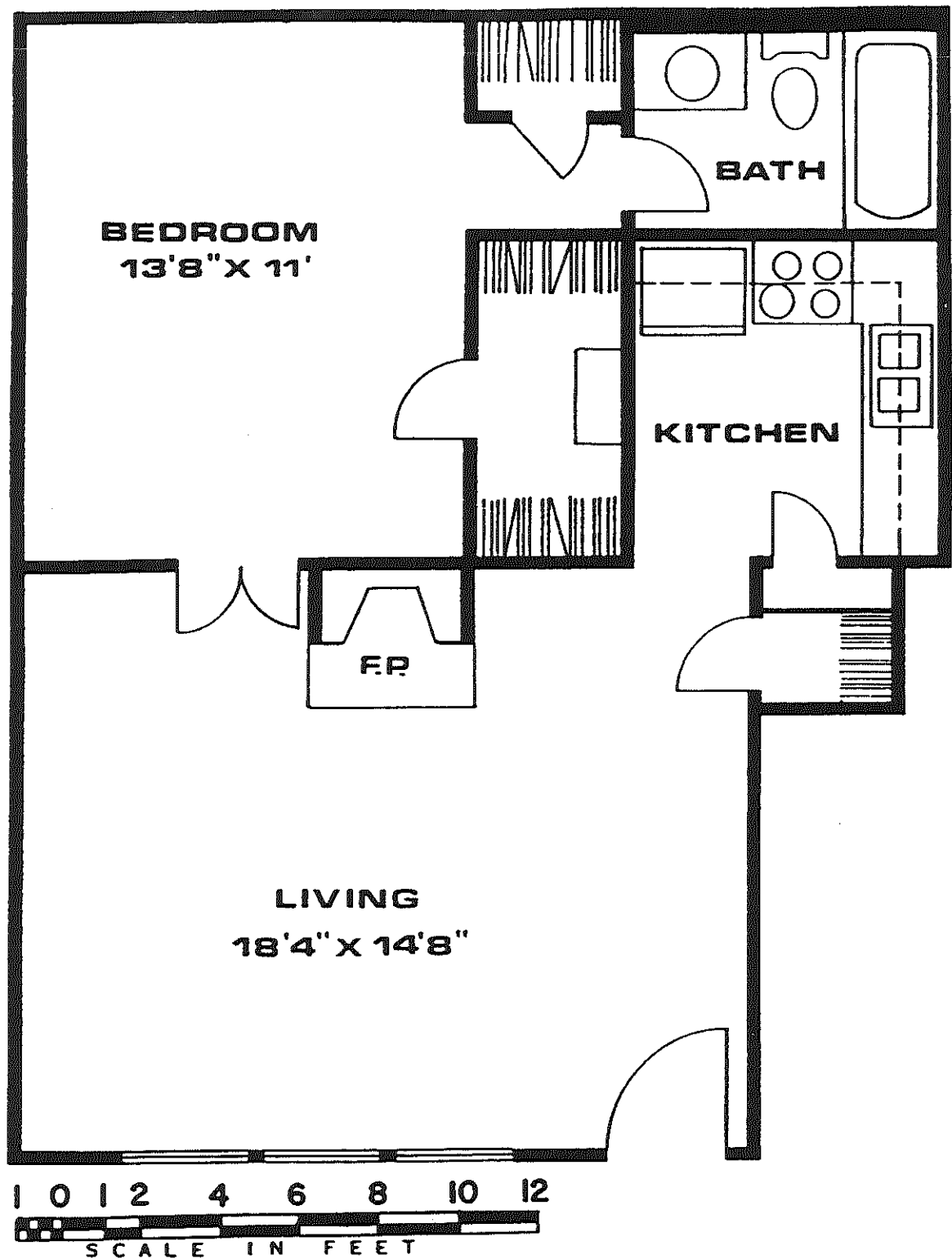
**SURVEY AND SLAB LOCATION OF OAKS OF
WOOLLAKE APARTMENTS, SECTION TWO**

A subdivision of M 203550 comes out of Woodlake-Section 2, as
recorded as Vol 174, Page 4 of the Harris County Map Records
lying in the John D Taylor Land Co, A 72, Houston, Harris County,
Texas

INDEX OF MAPS AND RECORDS TO BE SEARCHED ON FILE
HEREIN, INCLUDING THE NAME AND NO OF EACH OF

OFFICIAL RECORDS 1-20-72
OFFICIAL RECORDS 1-20-72
OFFICIAL RECORDS 1-20-72

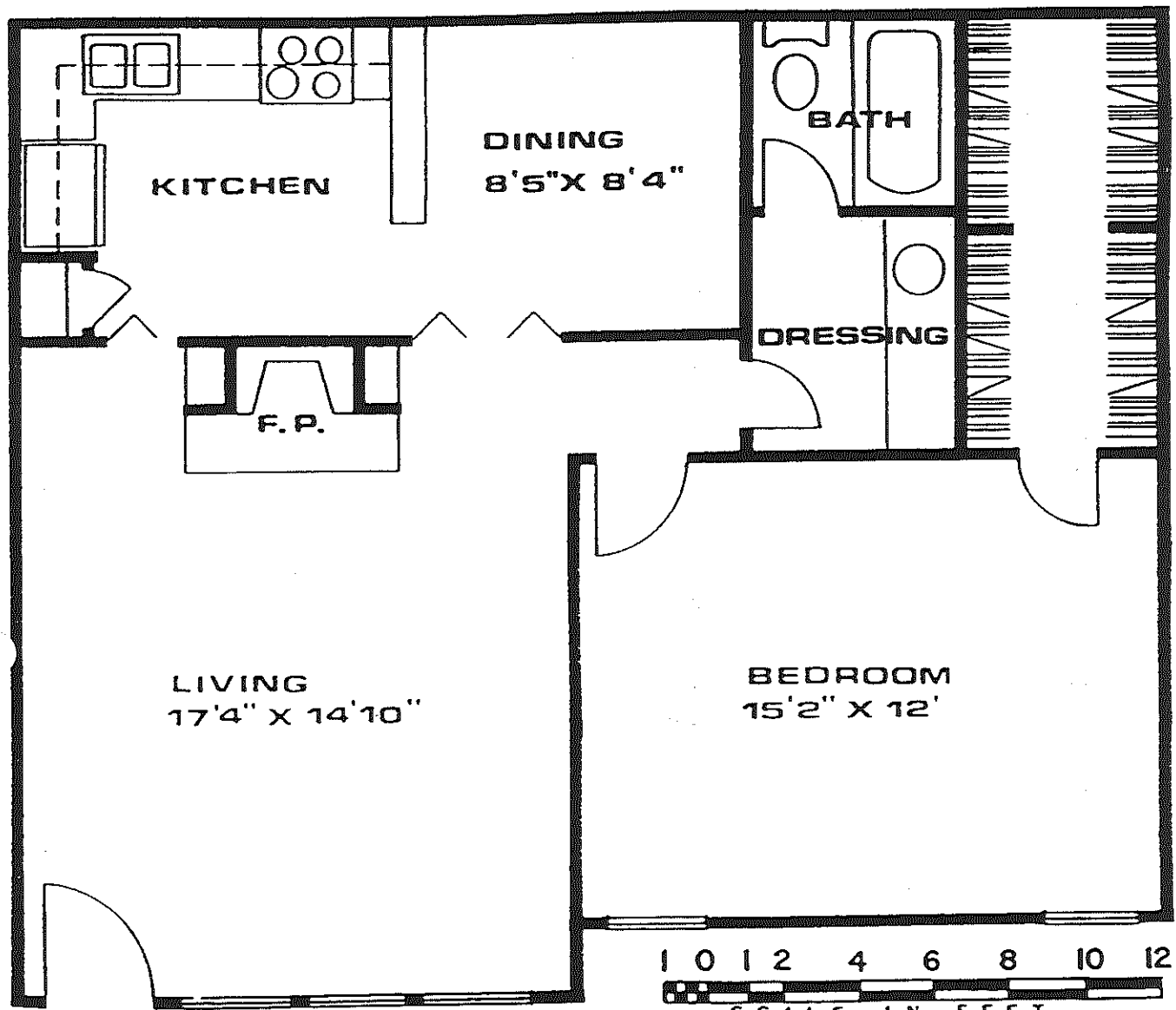




CEILING HEIGHT IS 9'

**ALL DIMENSIONS ARE APPROXIMATE AND
MAY VARY SLIGHTLY DUE TO UNIT LOCATION**

RED OAK-TYPE I



CEILING HEIGHT IS 9'

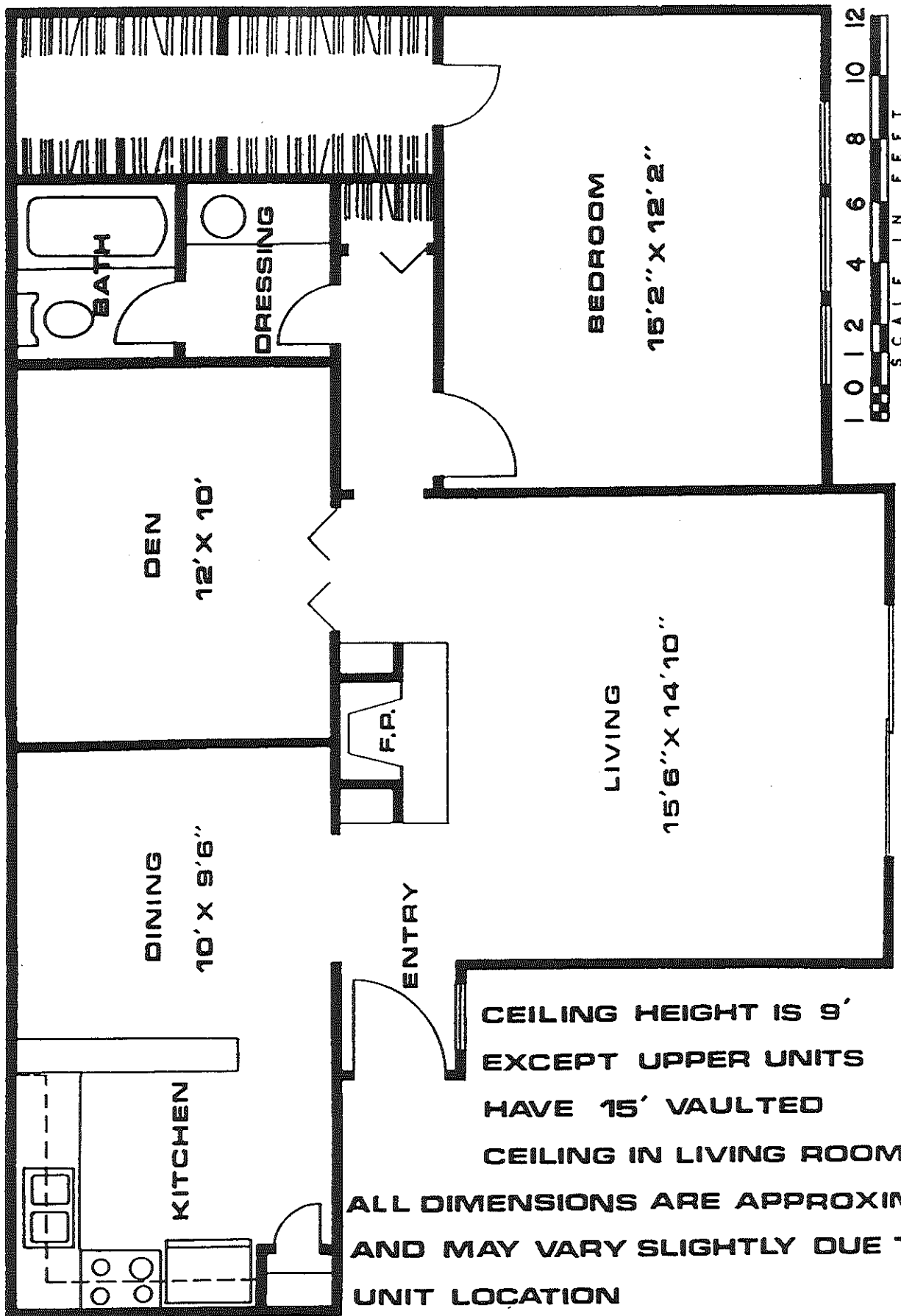
EXCEPT UPPER UNITS HAVE 15'

VAULTED CEILING IN LIVING ROOM

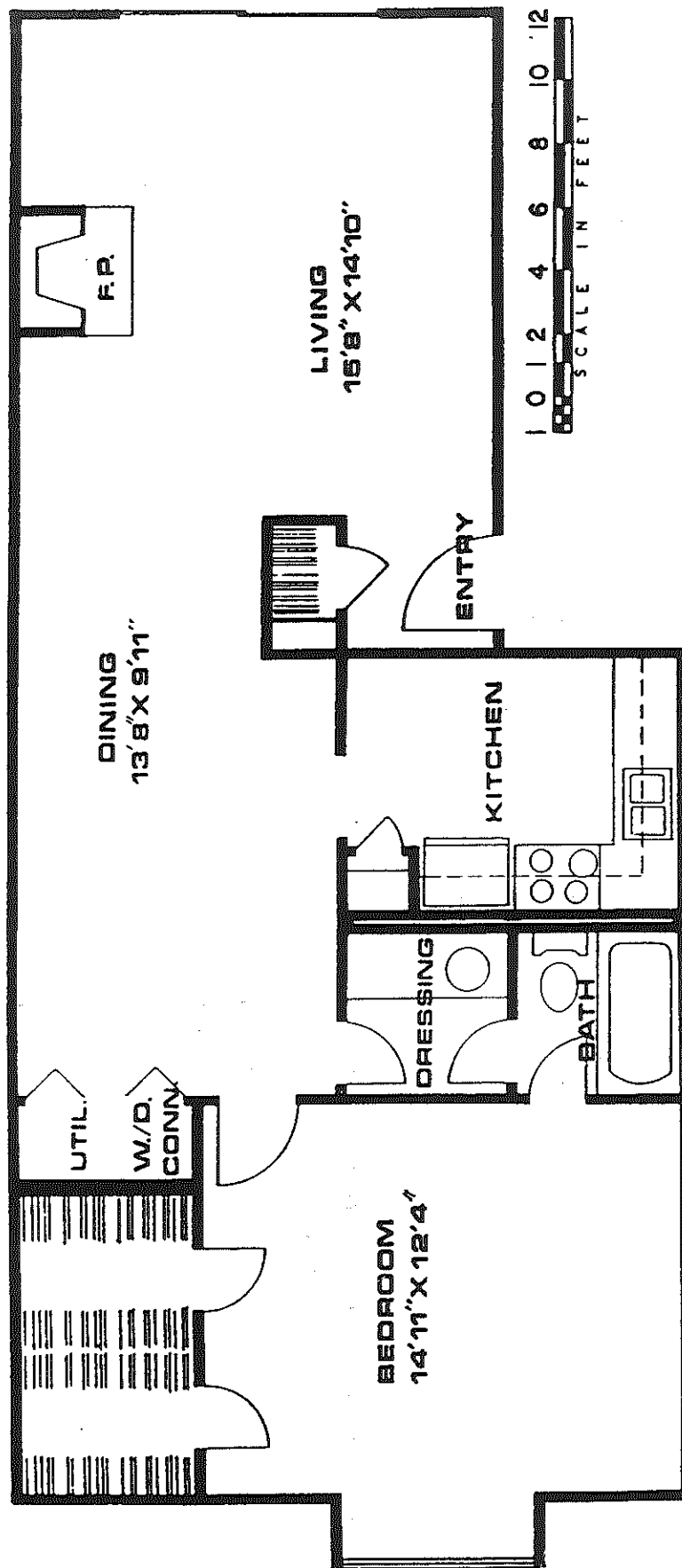
ALL DIMENSIONS ARE APPROXIMATE AND

MAY VARY SLIGHTLY DUE TO UNIT LOCATION

WHITE OAK-TYPE II



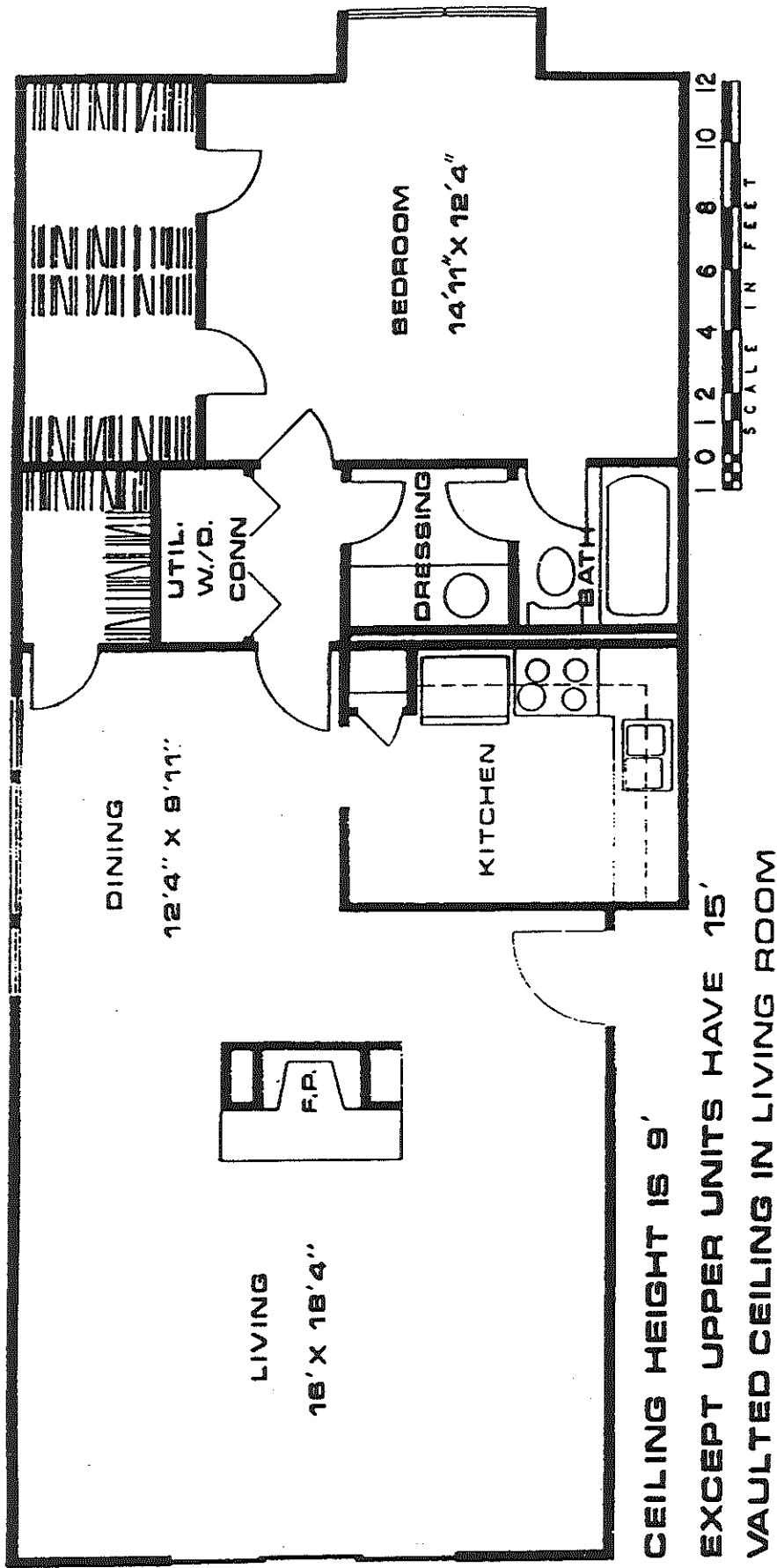
BLACK OAK-TYPE III SECTION TWO ONLY



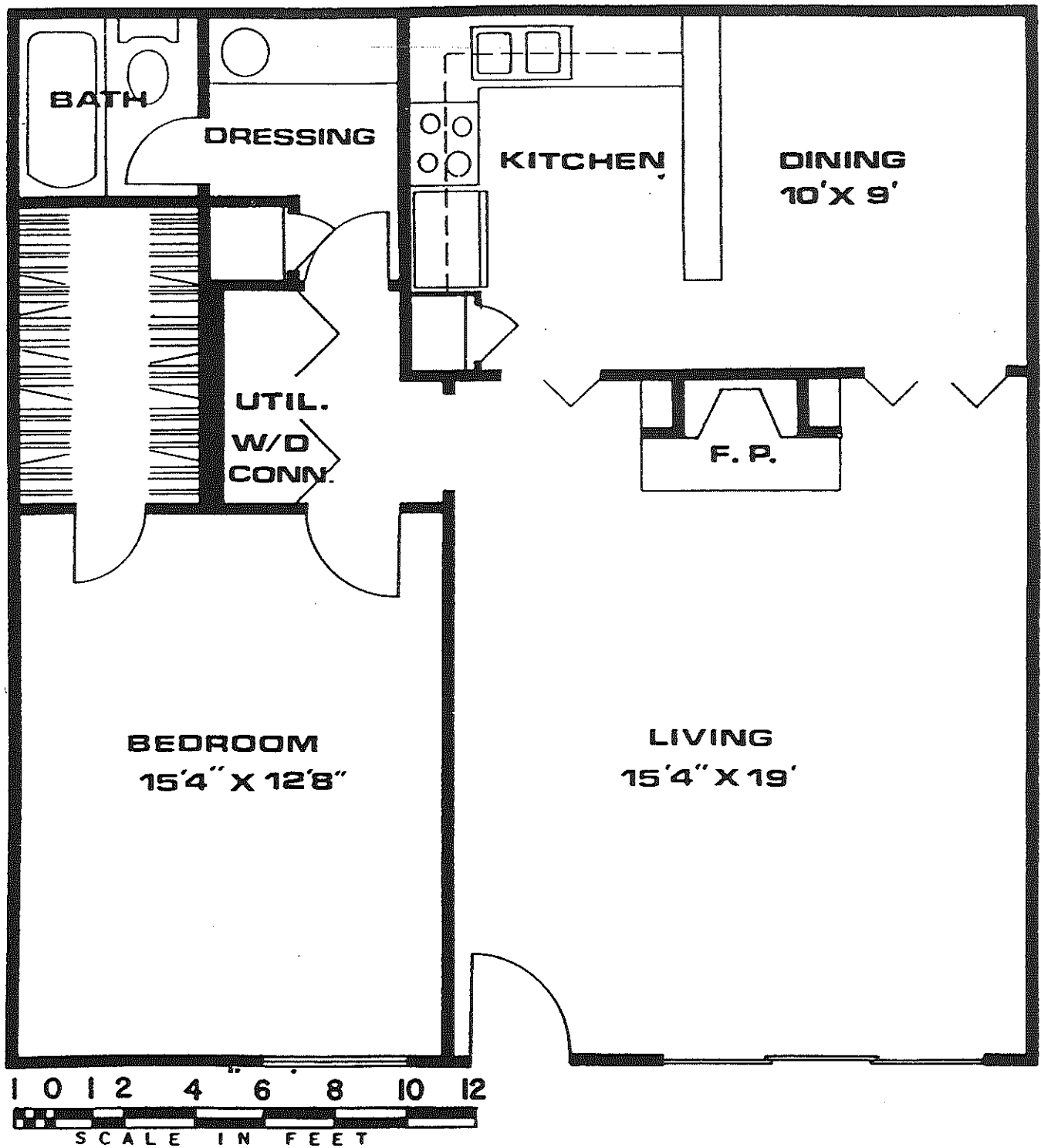
CEILING HEIGHT IS 9'
 EXCEPT UPPER UNITS HAVE 15'
 VAULTED CEILING IN LIVING ROOM
 ALL DIMENSIONS ARE APPROXIMATE AND
 MAY VARY SLIGHTLY DUE TO UNIT LOCATION

PIN OAK-TYPE IV

POST OAK-TYPE V



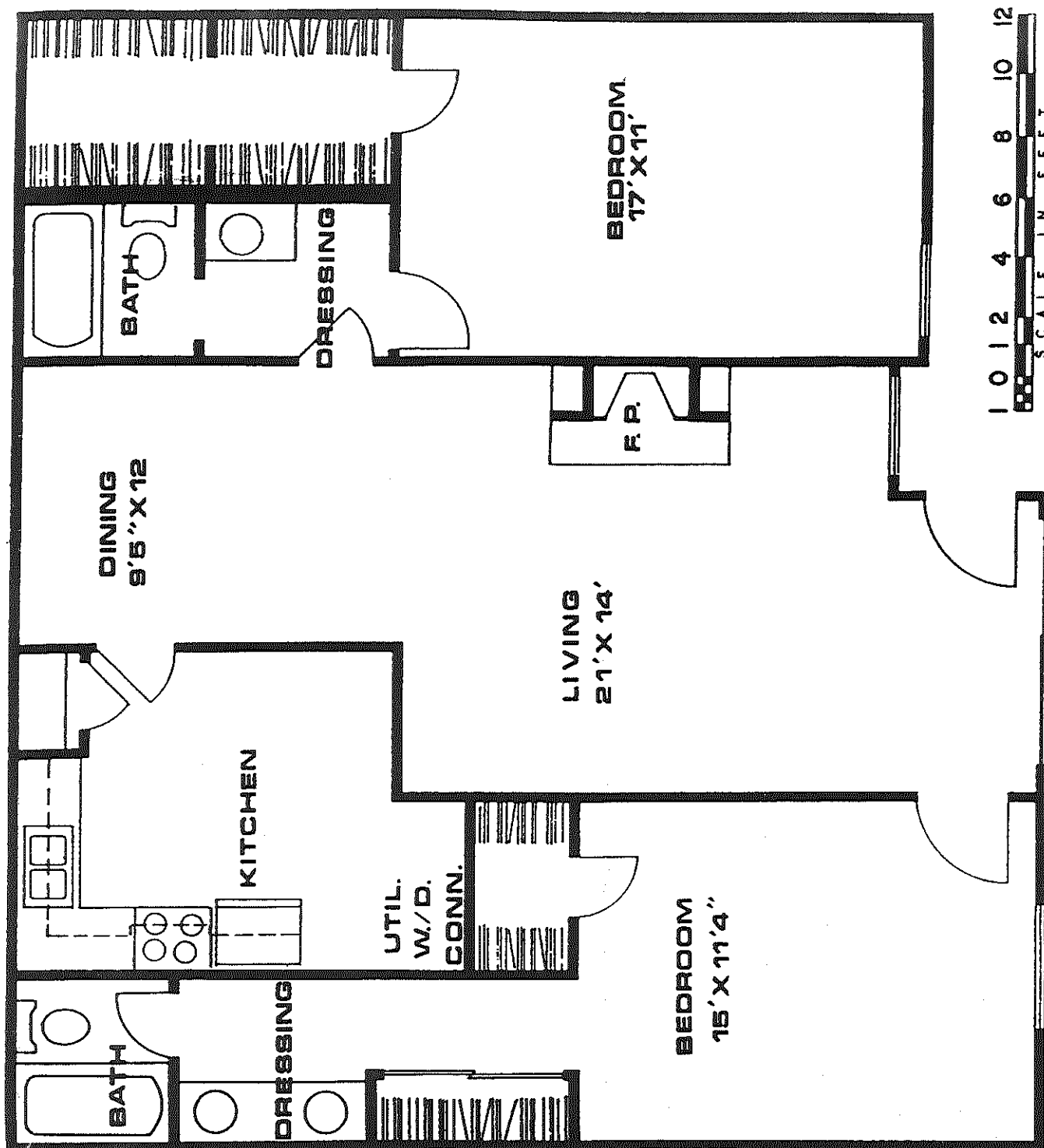
ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY SLIGHTLY DUE TO UNIT LOCATION



CEILING HEIGHT IS 9'

**ALL DIMENSIONS ARE APPROXIMATE AND
MAY VARY SLIGHTLY DUE TO UNIT LOCATION**

WATER OAK TYPE VI

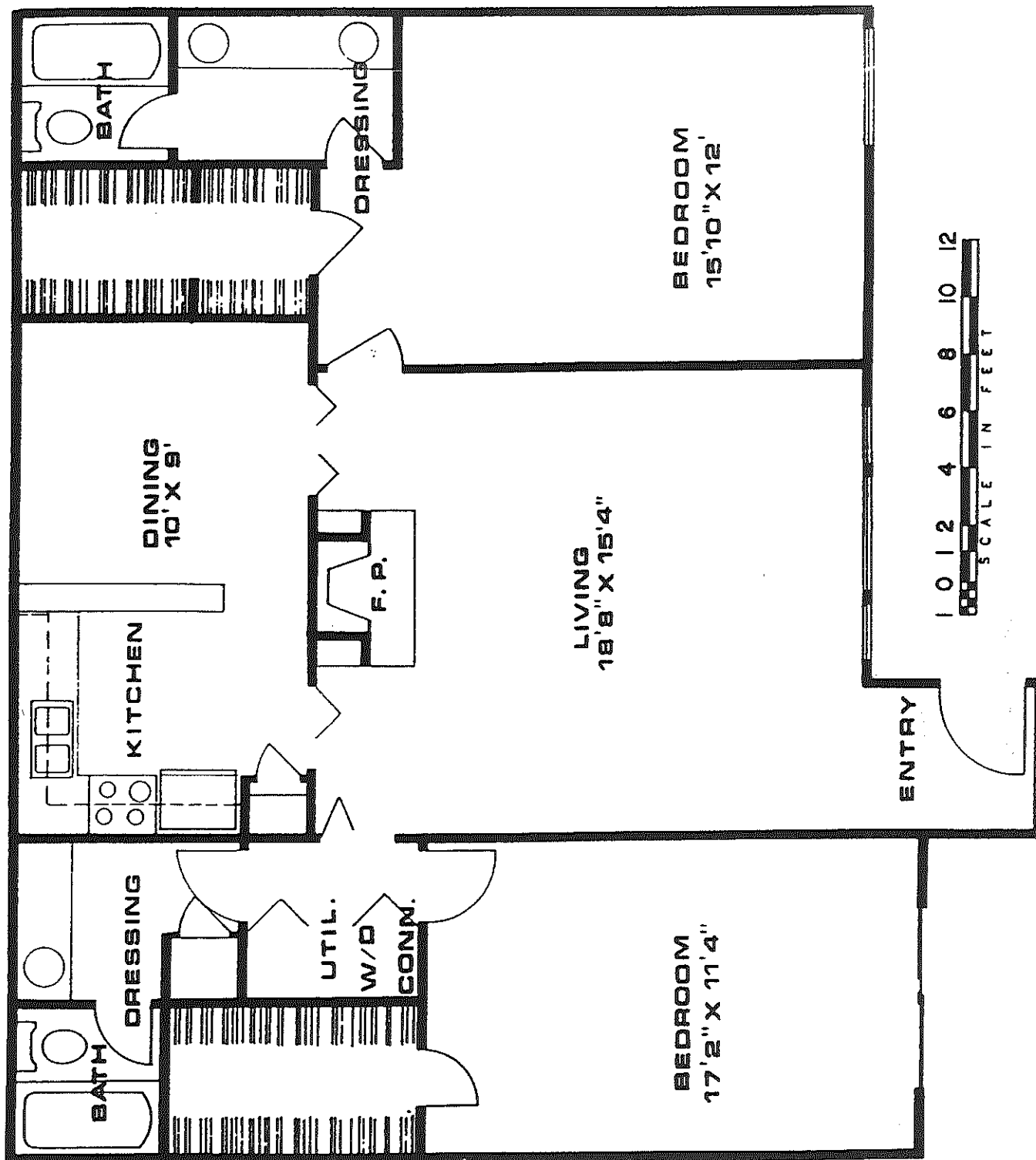


CEILING HEIGHT IS 9'

EXCEPT UPPER UNITS HAVE 15'
VAULTED CEILING IN LIVING ROOM

ALL DIMENSIONS ARE APPROXIMATE AND
MAY VARY SLIGHTLY DUE TO UNIT LOCATION

LIVE OAK TYPE VII



CEILING HEIGHT IS 9'

EXCEPT UPPER UNITS HAVE 15'

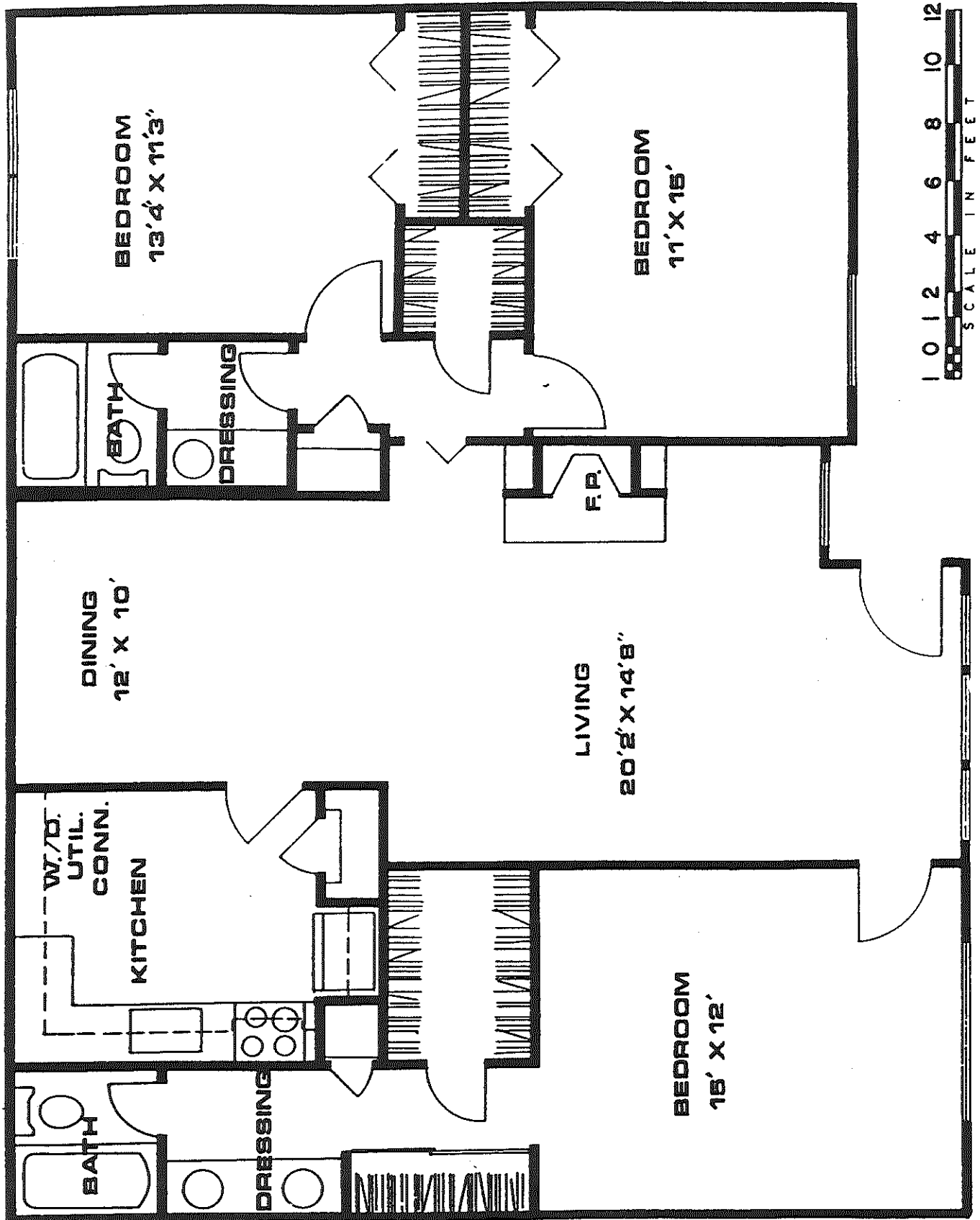
VAULTED CEILING IN LIVING ROOM

ALL DIMENSIONS ARE APPROXIMATE AND

MAY VARY SLIGHTLY DUE TO UNIT LOCATION

CHESTNUT OAK TYPE VIII

SECTION ONE ONLY

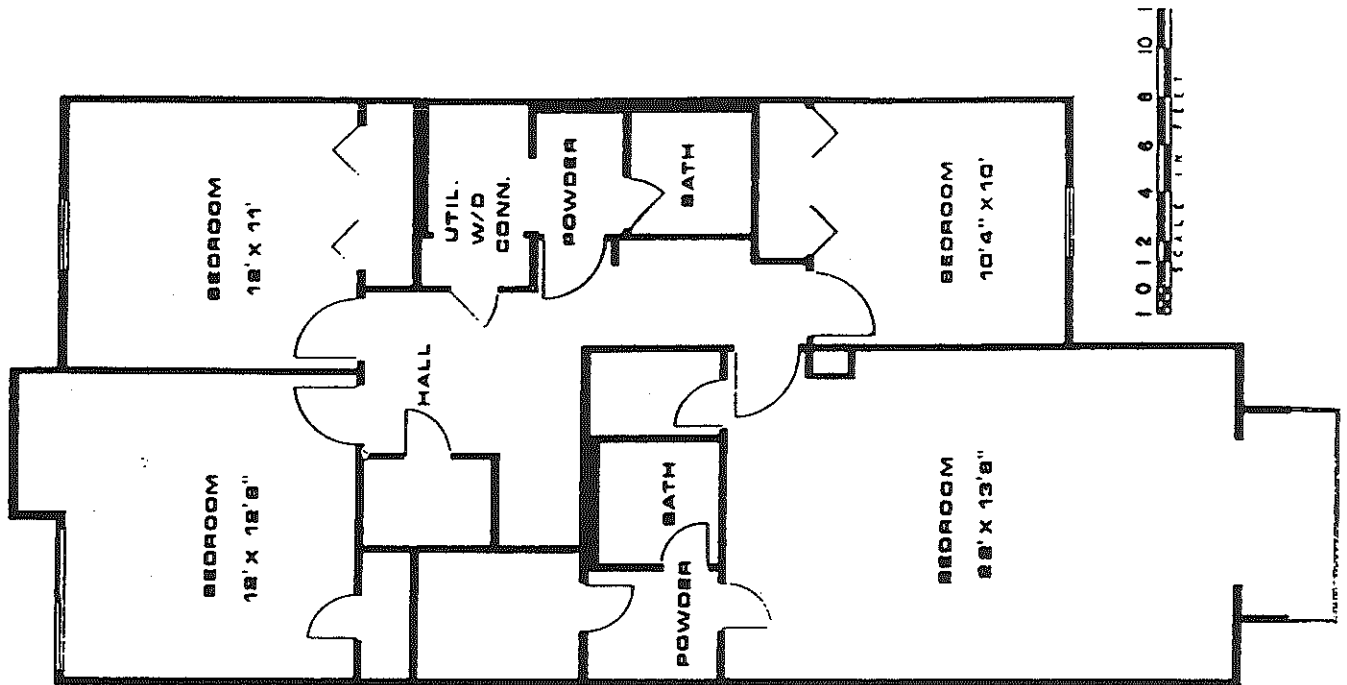


CEILING HEIGHT IS 9'
EXCEPT UPPER UNITS HAVE 15'
VAULTED CEILING IN LIVING ROOM

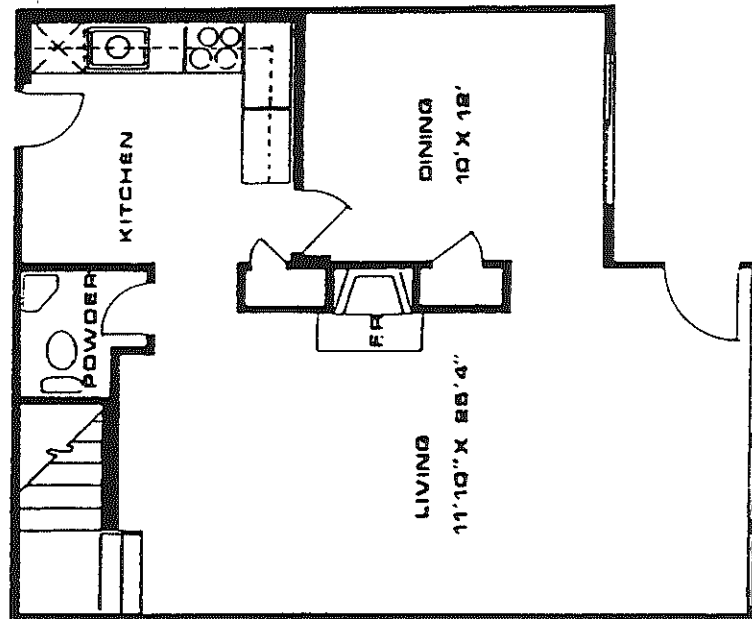
ALL DIMENSIONS ARE APPROXIMATE
AND MAY VARY SLIGHTLY DUE TO
UNIT LOCATION

BRITISH OAK TYPE IX

SECOND FLOOR



FIRST FLOOR

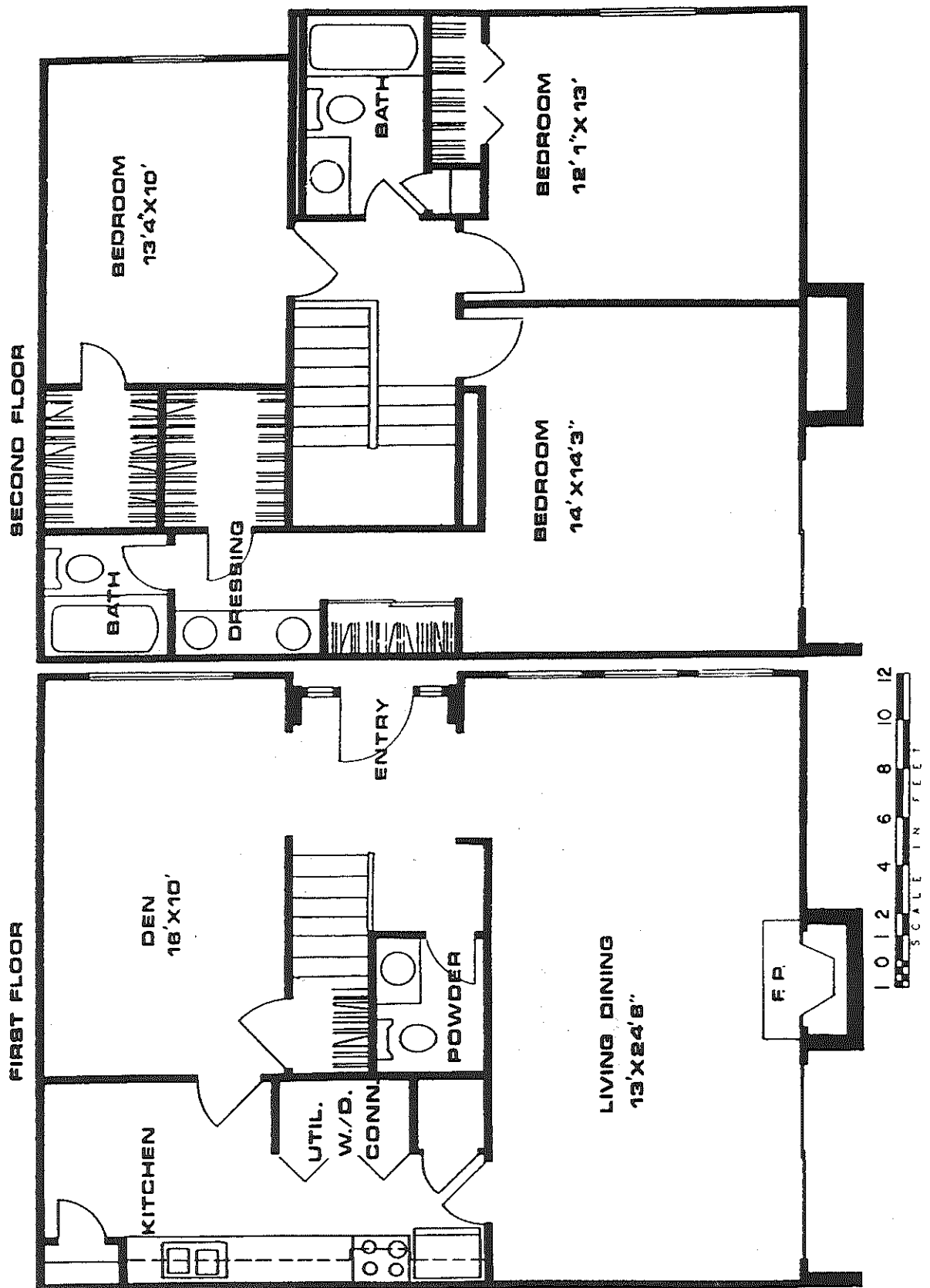


CEILING HEIGHT IS 9'
EXCEPT UPPER UNITS HAVE 15'
VAULTED CEILING IN LIVING ROOM

ALL DIMENSIONS ARE APPROXIMATE
AND MAY VARY SLIGHTLY DUE TO
UNIT LOCATION

WILLOW OAK TYPE X

SECTION ONE ONLY



CEILING HEIGHT IS 9'

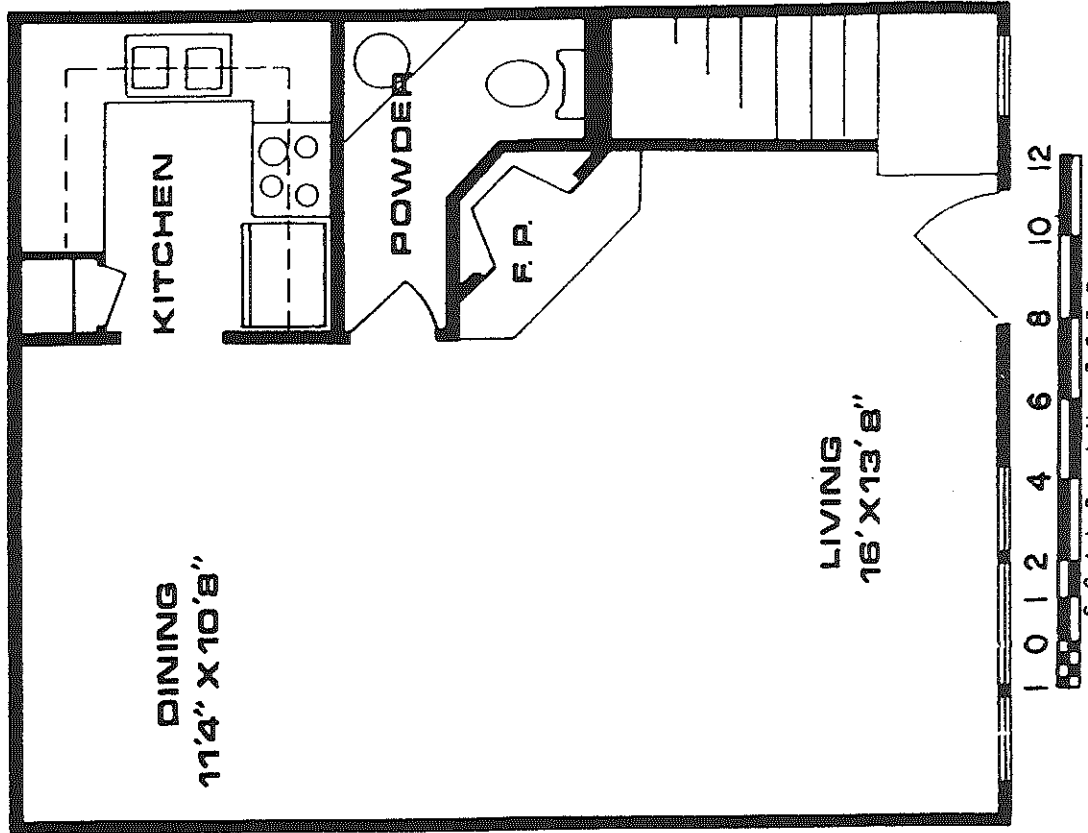
ALL DIMENSIONS ARE APPROXIMATE AND

MAY VARY SLIGHTLY DUE TO UNIT LOCATION

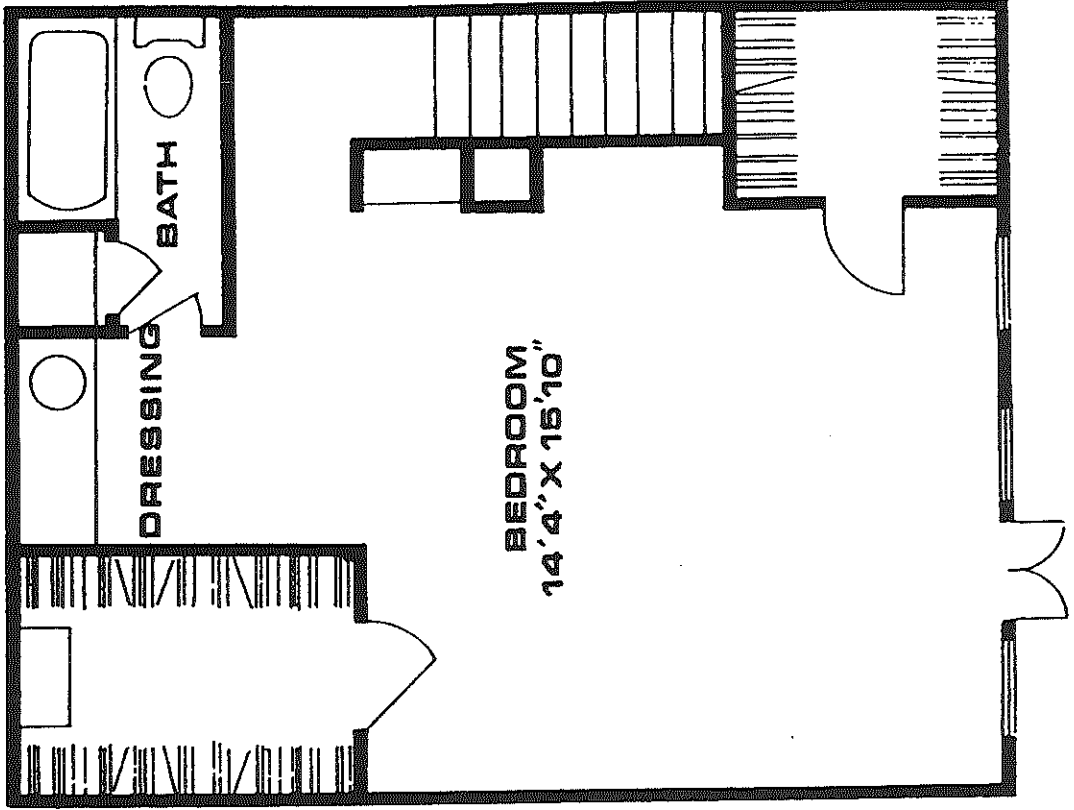
LAUREL OAK-TYPE XI

LACY OAK TYPE XII

FIRST FLOOR



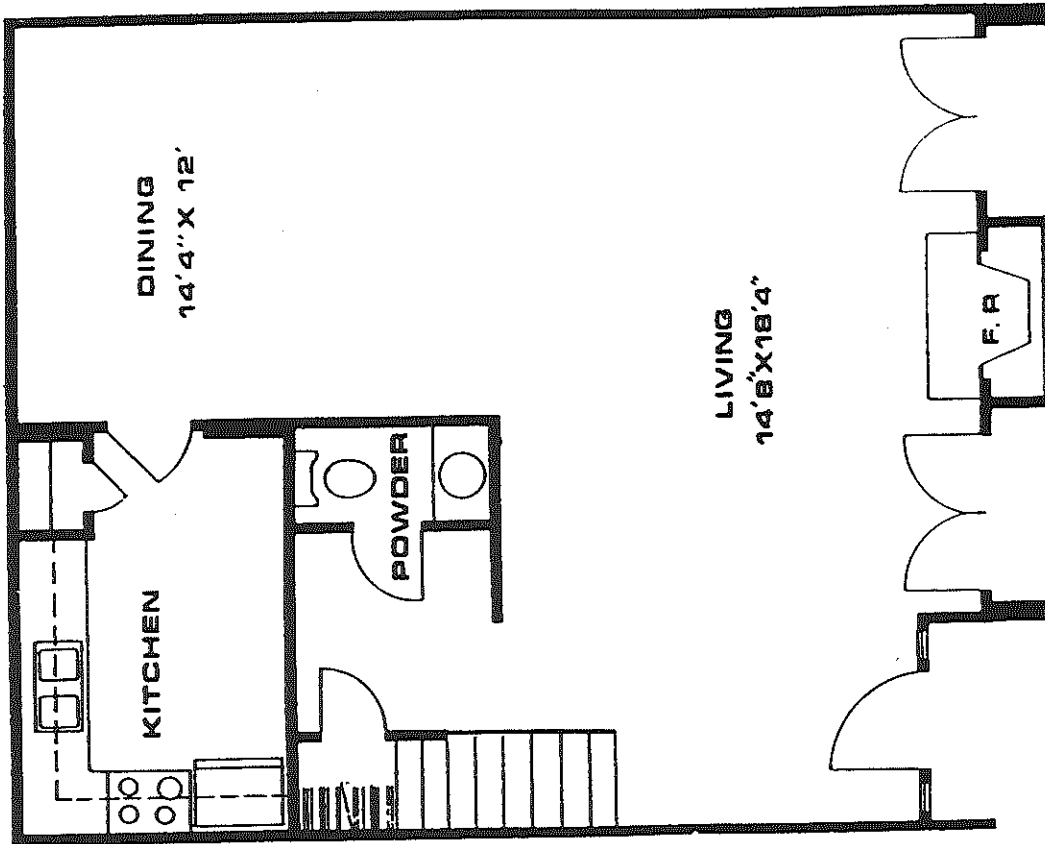
SECOND FLOOR



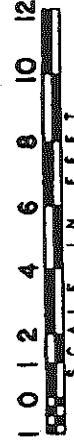
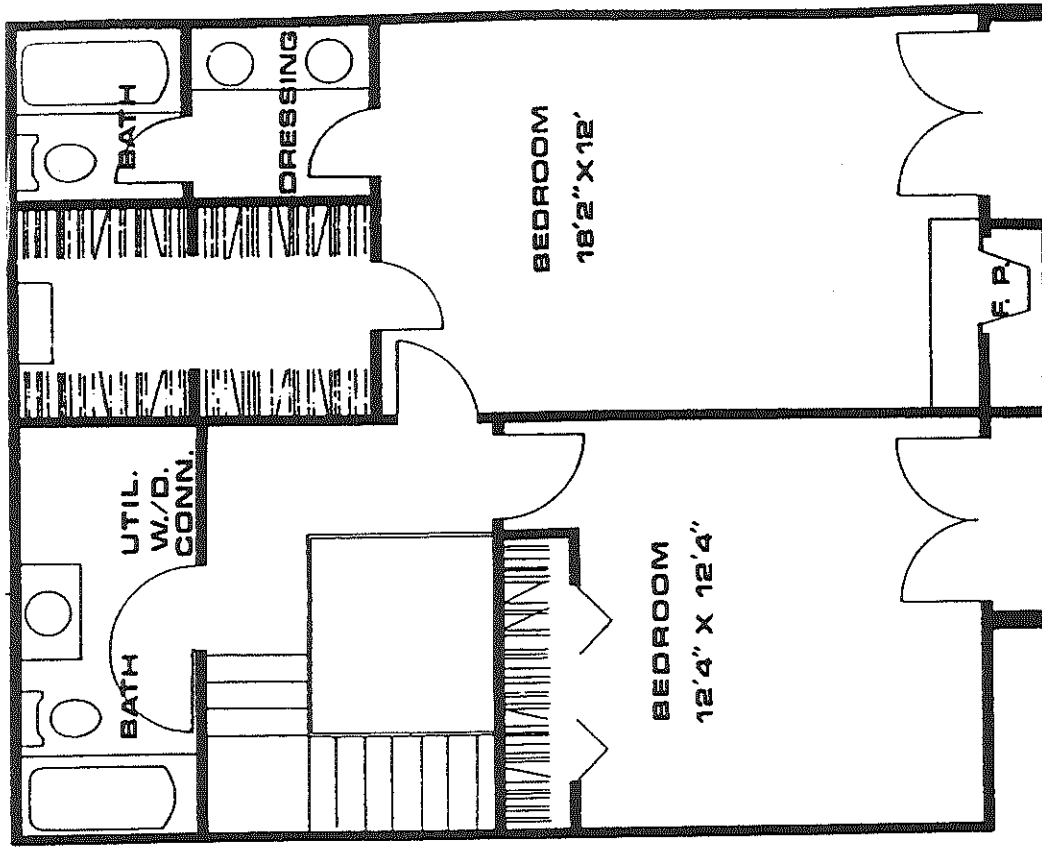
ALL DIMENSIONS ARE APPROXIMATE AND
MAY VARY SLIGHTLY DUE TO UNIT LOCATION

CEILING HEIGHT IS 9'

FIRST FLOOR



SECOND FLOOR

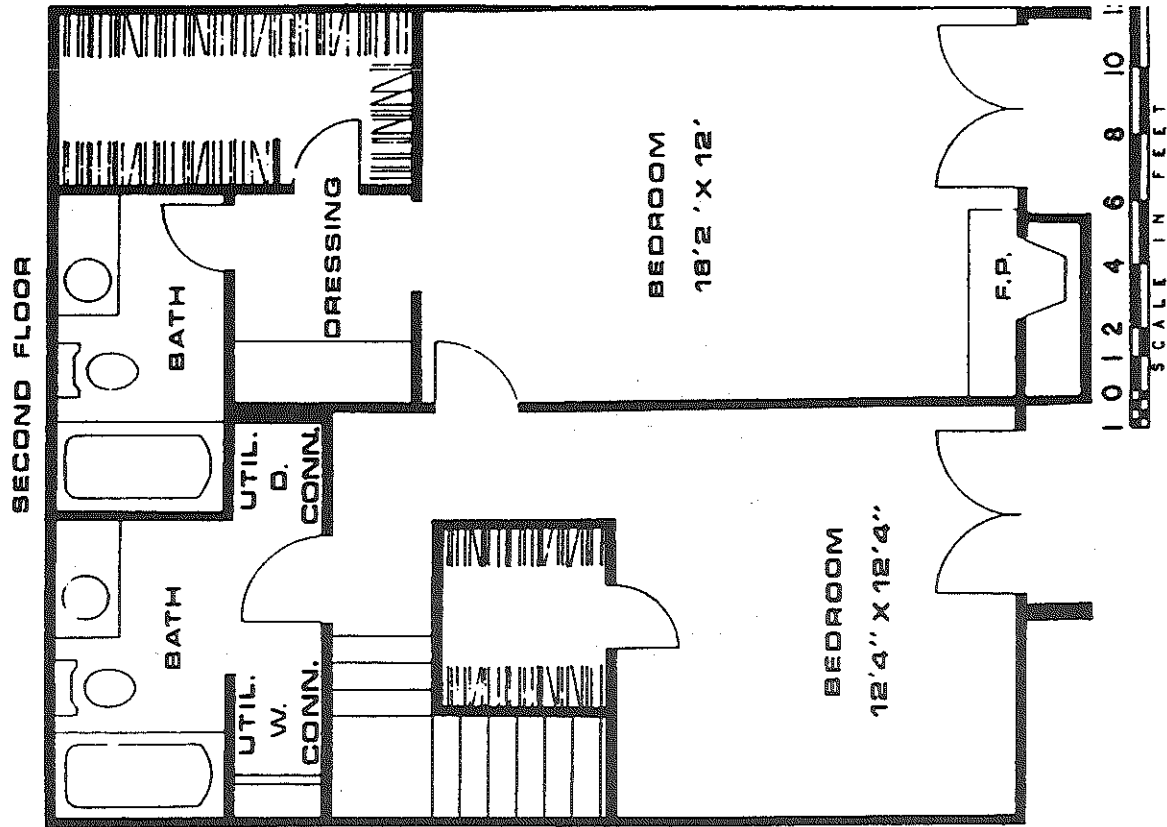
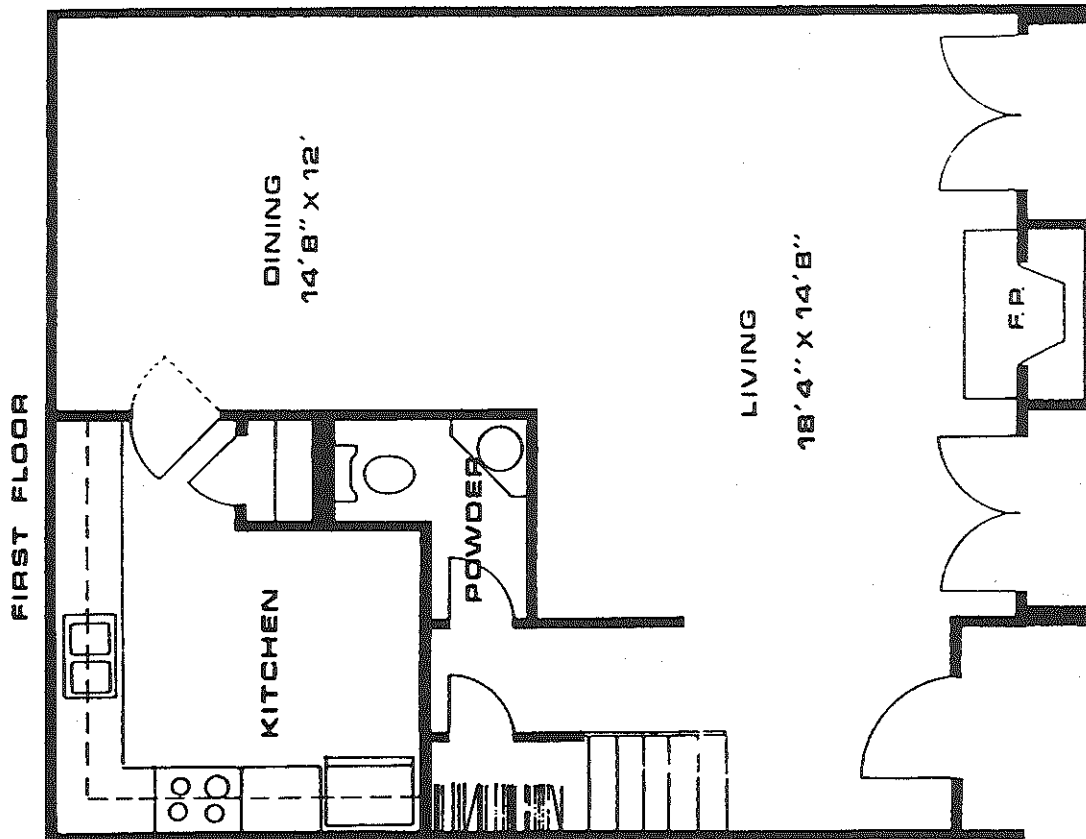


TEXAS OAK TYPE XIII

SECTION ONE ONLY

CEILING HEIGHT IS 9'
EXCEPT UPPER UNITS HAVE 15'
VAULTED CEILING IN BEDROOM

ALL DIMENSIONS ARE APPROXIMATE
AND MAY VARY SLIGHTLY DUE TO
UNIT LOCATION



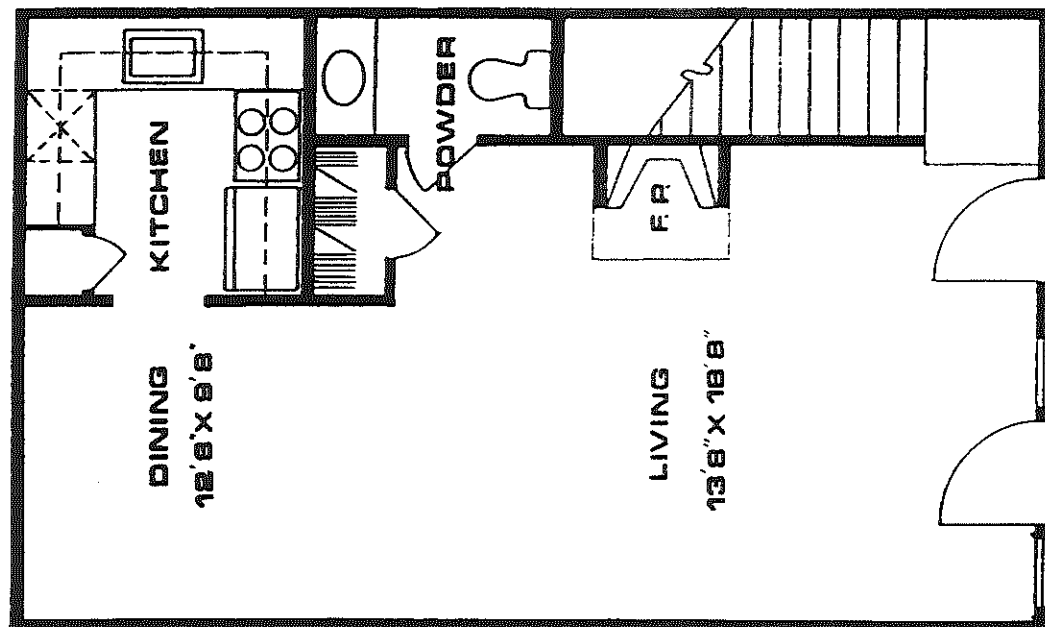
TEXAS OAK - TYPE XIII

SECTION TWO ONLY

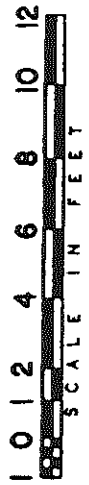
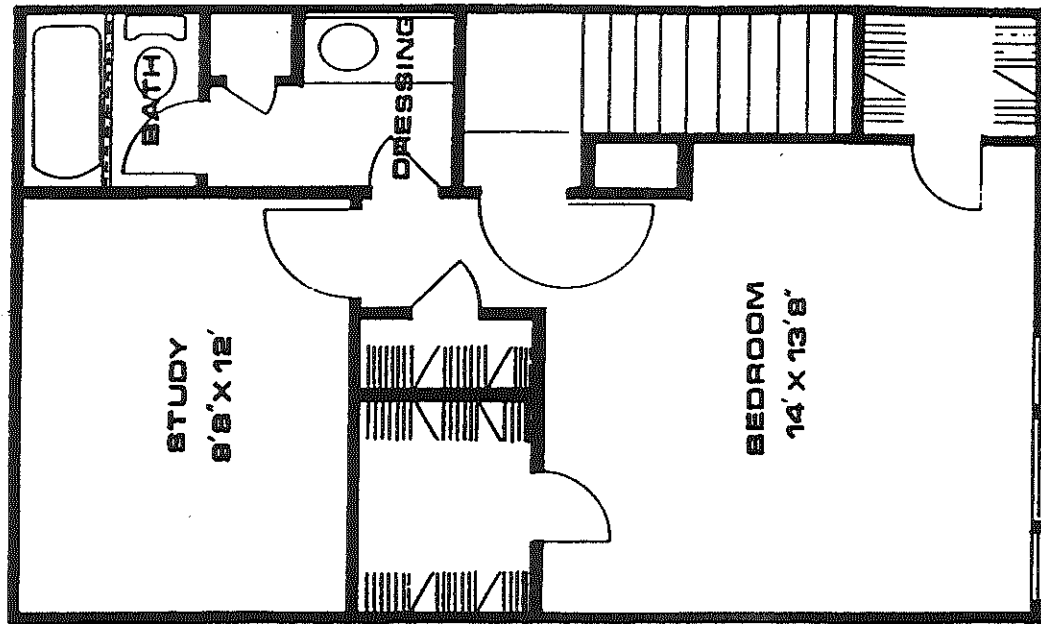
ALL DIMENSIONS ARE APPROXIMATE
AND MAY VARY SLIGHTLY DUE TO
UNIT LOCATION

CEILING HEIGHT IS 9'
EXCEPT UPPER UNITS HAVE 15'
VAULTED CEILING IN BEDROOM

FIRST FLOOR



SECOND FLOOR



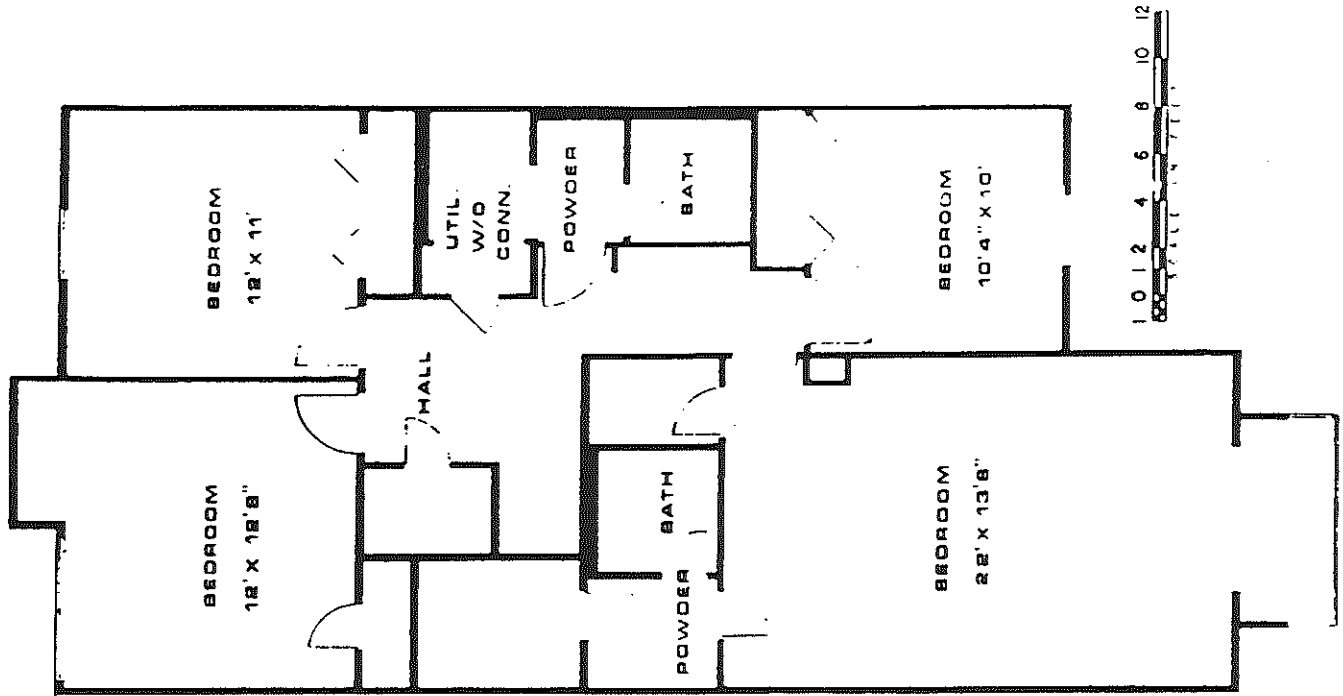
CEILING HEIGHT IS 9'

ALL DIMENSIONS ARE APPROXIMATE AND
MAY VARY SLIGHTLY DUE TO UNIT LOCATION

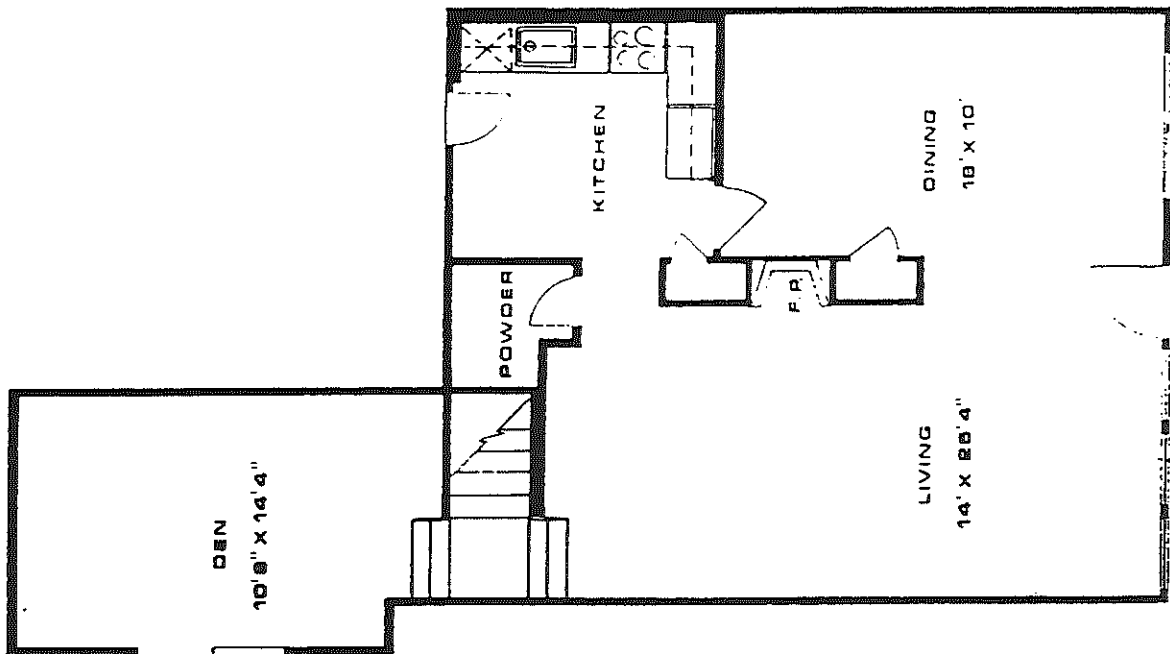
SILVERLEAF OAK TYPE XIV

SECTION ONE ONLY

SECOND FLOOR



FIRST FLOOR



CEILING HEIGHT IS 9'

ALL DIMENSIONS ARE APPROXIMATE AND
MAY VARY SLIGHTLY DUE TO UNIT LOCATION

WILLOW OAK TYPE XV
SECTION ONE ONLY

BLOC NO.	UNIT NO.	UNIT TYPE
A 12	163	XIII
	165	VIII
	166	VIII
	167	VIII
	168	VIII
	169	XI
	171	XI
	173	VIII
	174	VIII
	175	VIII
	176	VIII
	177	XIII
A 13	179	IX
	180	IX
	181	IX
	182	IX
	183	IX
	184	IX
A 14	185	XI
	187	XIII
	189	XIII
	191	XIII
	193	XI
	195	XI
	197	XIII
	199	XIII
	201	XIII
	203	XI
A 11	205	XII
	207	XIII
	209	XIII
	211	XIV
	213	VI
	214	VI
	215	VI
	216	VI

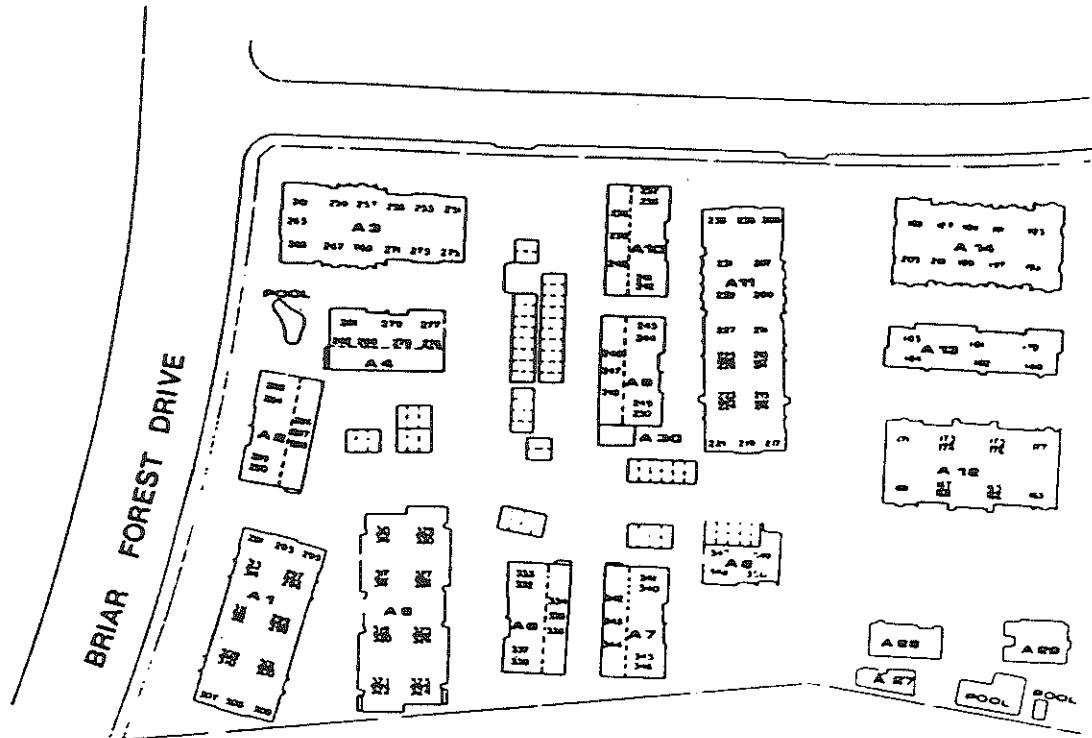
BLOC NO.	UNIT NO.	UNIT TYPE
A 11	217	XII
	219	XII
	221	XII
	223	VI
	224	VI
	225	VI
	226	VI
	227	XIV
	229	XIII
	231	XIII
A 10	233	XII
	235	XII
	236	V
	237	I
	238	IV
	239	II
	240	IV
	241	I
A 9	242	V
	244	V
	245	I

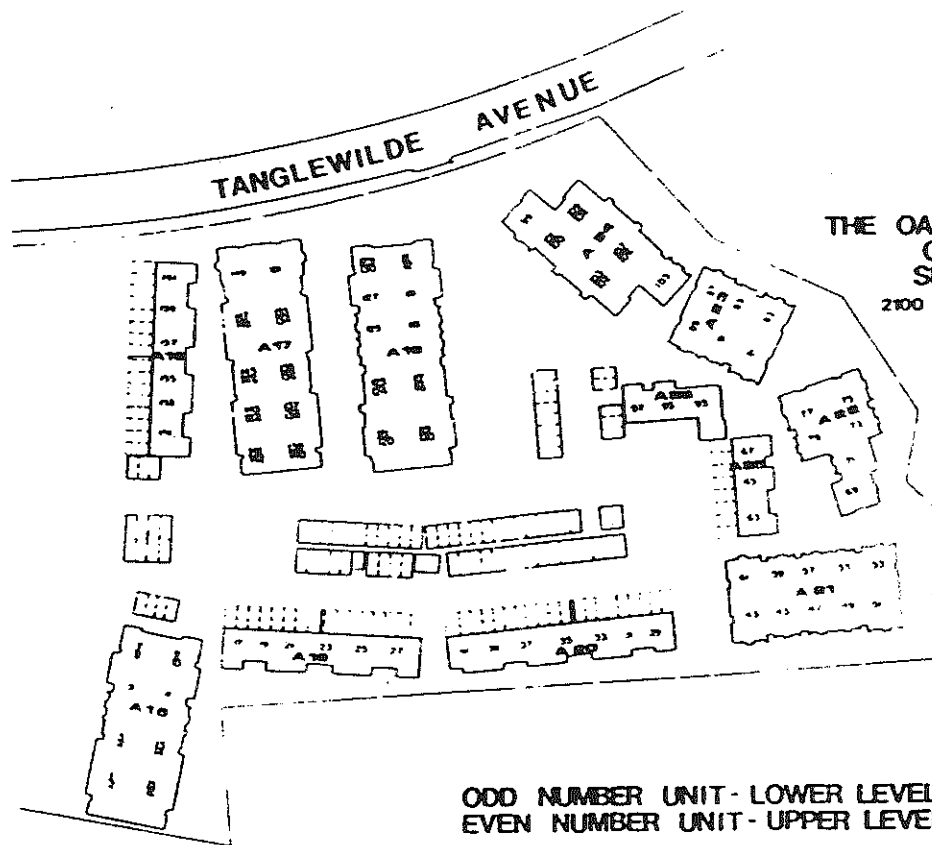
BLOC NO.	UNIT NO.	UNIT TYPE
A 9	246	IV
	247	II
	248	IV
	249	I
	250	V
A 3	251	XII
	253	XII
	255	XII
	257	XIII
	259	XIII
	261	XII
	263	XII
	265	XII
	267	XIII
	269	XIII
A 4	271	XII
	273	XII
	275	XII
	276	V
	277	I
	278	IV

BLOC NO.	UNIT NO.	UNIT TYPE
A 4	279	II
	280	IV
	281	I
	282	V
	284	V
A 2	285	I
	286	IV
	287	II
	288	IV
	289	I
A 1	290	V
	291	XII
	293	XII
	295	XII
	296	VI
	297	VI
	298	VI
	299	VI
	300	VI
	301	VI
	303	XII

BLOC NO.	UNIT NO.	UNIT TYPE
A 1	305	XII
	307	XII
	309	VI
	310	VI
	311	VI
A 5	312	VI
	313	VI
	314	VI
	315	VII
	316	VII
	317	VII
	318	VII
	319	VII
	320	VII
	321	VII
A 5	322	VII
	323	VII
	324	VII
	325	VII
	326	VII
	327	VII

BLOC NO.	UNIT NO.	UNIT TYPE
A 5	328	VII
	329	VII
	330	VII
A 6	332	V
	333	I
	334	IV
	335	II
	336	IV
	337	I
	338	V
A 7	340	V
	341	I
	342	IV
	343	II
	344	IV
	345	I
	346	V
A 8	347	I
	348	V
	349	II
	350	IV





THE OAKS OF WOODLAKE
CONDOMINIUM
SECTION ONE
2100 TANGLEWILDE AVENUE

ODD NUMBER UNIT - LOWER LEVEL
EVEN NUMBER UNIT - UPPER LEVEL

BLDG. NO.	UNIT NO.	UNIT TYPE
A 15	1	VII
	2	VII
	3	VII
	4	VII
	5	XIII
	7	IX
	8	IX
	9	IX
	10	IX
	11	XIII
	13	VII
	14	VII
	15	VII
	16	VII
A 19	17	X
	19	X
	21	X
	23	X
	25	X
	27	X

BLDG. NO.	UNIT NO.	UNIT TYPE
A 20	29	X
	31	X
	33	X
	35	X
	37	X
	39	X
	41	X
	43	XI
A 21	45	XIII
	47	XIII
	49	XIII
	51	XI
	53	XI
	55	XIII
	57	XIII
	59	XIII
	61	XI
	63	X
A 25	65	X
	67	X

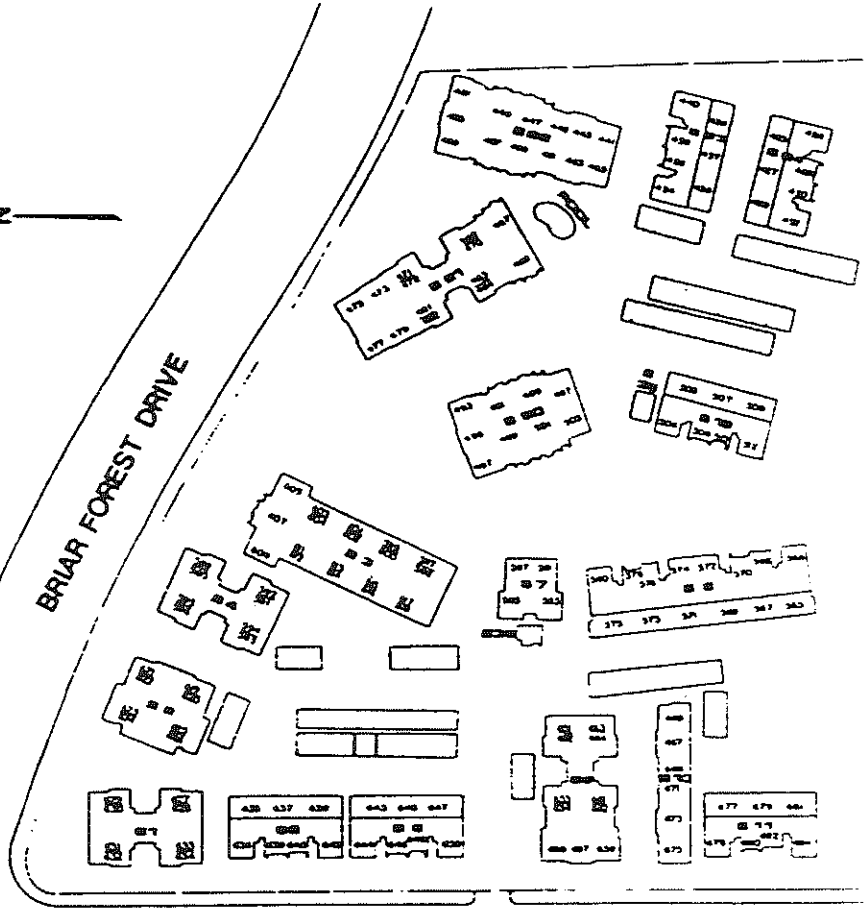
BLDG. NO.	UNIT NO.	UNIT TYPE
A 22	69	XI
	71	XIII
	73	XIII
	75	XI
	77	XI
	79	XIII
A 23	81	XI
	83	XI
	85	XIII
	87	XI
	89	XI
	91	XIII
	93	XV
A 26	95	X
	97	X
	99	XI
A 24	100	VIII
	101	VIII
	102	VIII
	103	VIII

BLDG. NO.	UNIT NO.	UNIT TYPE
A 24	105	XIII
	106	VIII
	107	VIII
	108	VIII
	109	VIII
A 18	111	IX
	112	IX
	113	XIII
	115	XIII
	117	VIII
	118	VIII
	119	VII
	120	VII
	121	VII
	122	VII
	123	VIII
	124	VIII
	125	XIII
	127	XIII
	129	IX
	130	IX

BLDG. NO.	UNIT NO.	UNIT TYPE
A 17	131	XI
	133	VII
	134	VII
	135	VII
	136	VII
	137	VII
	138	VII
	139	VII
	140	VII
	141	VII
	142	VII
	143	VII
	144	VII
	145	VII
	146	VII
	147	VII
	148	VII
	149	XI
A 16	151	X
	153	X
	155	X
	157	X
	159	X
	161	X

— Z —

BRIAR FOREST DRIVE



BLOK. NO.	UNIT NO.	UNIT TYPE
B24	425	I
	426	V
	427	II
	428	IV
	429	I
	430	IV
B23	432	V
	434	V
	435	I
	436	IV
	437	II
	438	IV
B22	439	I
	440	V
	441	XII
	443	XII
	445	XII
	447	XIII
	449	XIII
	451	XII
	453	XII
	455	XII
	457	XII
	459	XII
B21	461	XI
	463	XII
	465	XII
	467	XII
	469	III
	470	III
	471	III
	472	III
	473	XII
	475	XII
	477	XII
	479	XII
	481	III
	482	III
	483	III
	484	III
	485	XII

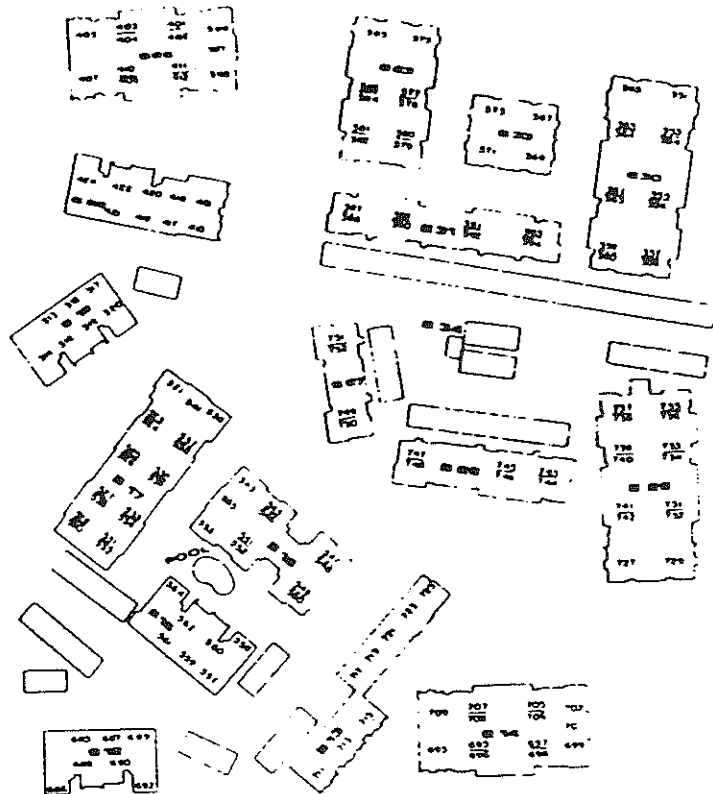
BLOK. NO.	UNIT NO.	UNIT TYPE
B20	487	XII
	489	XIII
	491	XIII
	493	XII
	495	XII
	497	XII
	499	XIII
	501	XIII
	503	XII
B19	505	I
	506	V
	507	II
	508	IV
	509	I
	510	IV
B8	512	V
	585	I
	586	V
	587	II
	588	IV
	589	I
	570	IV
	571	I
	572	V
	573	II
	574	V
	575	I
B7	576	IV
	578	IV
	580	V
	581	XII
	583	XII
	585	XII
	587	XII

BLOK. NO.	UNIT NO.	UNIT TYPE
B4	589	III
	590	III
	591	III
	592	III
	593	III
	594	III
	595	III
	596	III
B3	597	II
	598	II
	599	II
	600	II
	601	II
	602	II
	603	II
	604	II
	605	XII
	607	XII
	609	XII
	611	II
	612	II

BLOK. NO.	UNIT NO.	UNIT TYPE
B3	613	II
	614	II
	615	II
	616	II
	617	II
	618	II
B2	619	II
	620	II
	621	II
	622	III
	623	VII
	624	VII
	625	VII
	626	VII
B1	627	III
	628	III
	629	III
	630	III
	631	III
	632	III
	633	III

BLOK. NO.	UNIT NO.	UNIT TYPE
B1	634	III
	635	I
	636	V
	637	II
	638	IV
	639	I
B5	640	IV
	642	V
B6	643	I
	644	V
	645	II
	646	IV
	647	I
	648	IV
	650	V
B9	651	III
	652	III
	653	III
	654	III
	655	XII
	657	XII

BLOK. NO.	UNIT NO.	UNIT TYPE
B9	659	XII
	661	III
	662	III
	663	III
	664	III
B10	665	XII
	667	XII
	669	XII
	671	XII
	673	XII
B11	675	XII
	677	I
	678	V
	679	II
	680	IV
	681	I
	682	IV
	684	V



THE OAKS OF WOODLAKE
CONDOMINIUM
SECTION TWO
2100 TANGLEWILDE AVENUE

ODD NUMBER UNIT - LOWER LEVEL
EVEN NUMBER UNIT - UPPER LEVEL

SOUTH GESSNER ROAD

BLOK. NO.	UNIT NO.	UNIT TYPE
B 30	351	XI
	353	VII
	354	VII
	355	VII
	356	VII
	357	IX
	358	IX
	359	IX
	360	IX
	361	VII
B 33	362	VII
	363	VII
	364	VII
	365	XI
	367	XI
	369	XI
	371	XI
	373	XI

BLOK. NO.	UNIT NO.	UNIT TYPE
B 32	375	XI
	377	VII
	378	VII
	379	IX
	380	IX
	381	IX
	382	IX
	383	VII
	384	VII
	385	XI
B 31	387	IX
	388	IX
	389	IX
	390	IX
	391	IX
	392	IX
	393	IX
	394	IX

BLOK. NO.	UNIT NO.	UNIT TYPE
B 25	395	XII
	397	XII
	399	XII
	401	VII
	402	VII
	403	VII
	404	VII
	405	XIII
	407	XIII
	409	VII
B 26	410	VII
	411	VII
	412	VII
	413	XIII
	415	XIII
	417	I
	418	V
	419	II
	420	IV

BLOK. NO.	UNIT NO.	UNIT TYPE
B 26	421	I
	422	IV
	424	V
B 18	513	I
	514	V
	515	II
	516	II
	517	I
	518	IV
	520	V
B 17	521	XII
	523	II
	524	II
	525	II
	526	II
	527	II
	528	II
	529	II
	530	II
	531	II

BLOK. NO.	UNIT NO.	UNIT TYPE
B 17	532	II
	533	II
	534	II
	535	II
	536	II
	537	II
	538	II
	539	XII
	541	XII
	543	XII
B 16	545	III
	546	III
	547	III
	548	III
	549	III
	550	III
	551	III
	552	III
	553	XII
	555	XII
B 15	557	I
	558	V
	559	II
	560	IV
	561	I
	562	IV
	564	V
B 12	685	I
	686	V
	687	II
	688	IV
	689	I
	690	IV
	692	V
B 14	693	XIII
	695	VII
	696	VII
	697	VII

BLOK. NO.	UNIT NO.	UNIT TYPE
B 14	698	VII
	699	XII
	701	XII
	702	XII
	705	VII
	706	VII
	707	VII
	708	VII
	709	XIII
B 13	711	XIII
	713	XIII
	715	XIII
	717	XII
	719	XII
	721	XII
	723	XII
	725	XII
B 29	727	XI
	729	XI
	731	VII
	732	VII
	733	VII
	734	VII
	735	IX
	736	IX
	737	IX
	738	IX
B 28	739	VII
	740	VII
	741	VII
	742	VII
	743	IX
	744	IX
	745	IX
	746	IX
	747	IX
	748	IX
B 27	749	IX
	750	IX
	751	IX
	752	IX

EXHIBIT B

PERCENTAGE OF INTEREST TABLE FOR UNITS
THE OAKS OF WOODLAKE CONDOMINIUMS

<u>Unit Type</u>	<u>% of Ownership</u>	<u>Total Number of Unit Type</u>	<u>Total % of Ownership of Unit Type</u>
Red Oak - I	.1149	37	4.2513
White Oak - II	.1369	55	7.5295
Black Oak - III	.1597	40	6.3880
Pin Oak - IV	.1492	37	5.5204
Post Oak - V	.1579	37	5.8423
Water Oak - VI	.1492	20	2.9840
Live Oak - VII	.1895	84	15.9180
Chestnut Oak - VIII	.1966	20	3.9320
British Oak - IX	.2053	44	9.0332
Willow Oak - X	.2702	24	6.4848
Laurel Oak - XI	.2387	30	7.1610
Lacy Oak - XII	.1650	71	11.7150
Texas Oak - XIII	.2334	54	12.6036
Silver Leaf - XIV	.1737	2	.3474
Willow Oak - XV	.2895	1	.2895
TOTALS		556	100.0000

EXHIBIT C

BY-LAWS OF THE OAKS CONDOMINIUM ASSOCIATION

ARTICLE I

Members — (Unit Owners)

SECTION 1. *Eligibility.* The Members of The Oaks Condominium Association, a Texas non-profit corporation, shall consist of the respective Unit Owners of the Property known as The Oaks of Woodlake Condominiums, located at 2100 Tanglewilde, Houston, Texas in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners (these and other terms are used in these By-Laws as they are defined in the Declaration of Condominium for The Oaks of Woodlake, which Declaration is recorded in the Office of the County Clerk of Harris County, Texas. The word "member" or "members" as used in these By-Laws means and shall refer to "Unit Owner" or "Unit Owners," as the case may be, as defined in the Declaration). If a Unit Owner is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner.

SECTION 2. *Succession.* The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interests.

SECTION 3. *Regular Meetings.* The first regular annual meeting of Unit Owners (the "First Meeting") may be held, subject to the terms hereof, on any date, at the option of the Board; provided, however, that said First Meeting shall be held not less than thirty (30) days and not more than one hundred and twenty (120) days after the earlier to occur of January 1, 1981, or the date on which the Declarant has sold and delivered its deed for at least 51% of the Units. For purposes of this provision, 51% of the Units shall mean Units which correspond, in the aggregate, to 51% of the undivided ownership of the Common Elements, as set forth in Exhibit B of the Declaration. Subsequent to the First Meeting, there shall be a regular annual meeting of Unit Owners held each year on a date which is within thirty (30) days of the anniversary of the First Meeting. All such meetings of Unit Owners shall be held at such place in Harris County, Texas, and at such time as specified in the written notice of such meeting which shall be given to all Unit Owners at least ten (10) days prior to the date of such meeting.

SECTION 4. *Special Meetings.* Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at least two-fifths ($\frac{2}{5}$) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

SECTION 5. *Delivery of Notice of Meetings.* Notices of meetings may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board.

SECTION 6. *Voting.* The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners, in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Declarant may exercise the voting rights with respect to Units owned by it.

SECTION 7. *Quorum.* A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

ARTICLE II

Board of Directors

SECTION 1. *Number, Election and Term of Office.* The Board of Directors of the Association (referred to herein as the "Board") shall consist of nine (9) members (hereinafter referred to as "directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners, except that the directors listed in the Articles of Incorporation of the Association (hereinafter called "members of the First Board") shall be appointed by the Declarant. Those candidates for election as director receiving the greatest percentage of votes cast either in person or by proxy at the meeting shall be elected. Every director, except for members of the First Board, shall hold office for the term of three years and until his successor shall be elected and qualified. Three (3) members of the First Board shall hold office until the first regular annual meeting of Association members, three (3) other members of the First Board shall hold office until the second regular annual meeting of Association members, and three (3) other members of the First Board shall hold office until the third regular annual meeting of Association members.

SECTION 2. *Qualification.* Except for members of the First Board, each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Unit Owner or beneficiary). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 3. *Vacancies.* Any vacancy occurring in the Board shall be filled by a majority vote of the remaining members thereof, except that a vacant position on the Board which was last filled by a member of the First Board may be filled by a person appointed by the Declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director whom he succeeds.

SECTION 4. *Meetings.* A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

SECTION 5. *Removal.* Any director may be removed from office for cause by the vote of two-thirds ($\frac{2}{3}$) of the total undivided ownership of the Common Elements.

SECTION 6. *Compensation.* Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions duly adopted by a majority of the Unit Owners.

SECTION 7. *Quorum.* Five (5) directors shall constitute a quorum.

SECTION 5. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Property;

(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent"), to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the First Board, appointed as provided herein, shall have authority to ratify and approve a Management Agreement between the Declarant, on behalf of the Association, and a management corporation, which may be a corporation related to the Declarant, to act as Managing Agent for the Property for a maximum of three (3) years commencing on the date the first Unit is sold and the deed recorded and terminable upon thirty (30) days' notice from the Board, at an annual rate of Seventy Thousand Dollars (\$70,000.00), which ratification and approval shall not be subject to the provisions of Article IV, Section 6 hereof;

(d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

(h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as herein provided;

(k) to enter into any lease or purchase agreement for the lease or purchase of premises suitable for use as custodian apartments, upon such terms as the Board may approve;

(l) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in Paragraph 1(1) of the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(m) to enter such contracts and agreements in addition to the Management Agreement relating to the providing of maintenance, management and operational services as the Board may deem advisable, including such Contracts as are referred to in Paragraph 6(b) of the Declaration;

(n) to enter such leases of portions of the Common Elements as the Board may deem advisable; and

(o) to exercise all other powers and duties of the Council of co-owners or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

SECTION 9. *Non-Delegation.* Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

ARTICLE III

Officers

SECTION 1. *Designation.* At each regular annual meeting of the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) A Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

(d) such additional officers as the Board shall see fit to elect.

SECTION 2. *Powers.* The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

SECTION 3. *Term of Office.* Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

SECTION 4. *Vacancies.* Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds ($\frac{2}{3}$) of the total membership of the Board at a special meeting thereof.

SECTION 5. *Compensation.* The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Unit Owners.

ARTICLE IV

Assessments

SECTION 1. *Annual Budget.* The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board.

SECTION 2. *Assessments.* The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth ($\frac{1}{12}$) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements, as set forth in Exhibit B of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

SECTION 3. *Partial Year or Month.* For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date that a Unit Owner acquires ownership of his Unit, each Unit Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. *Annual Report.* Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. *Supplemental Budget.* In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made on each Unit Owner for his proportionate share of such supplemental budget.

SECTION 6. Expenditures. Except for the Management Agreement described in Article II, Section 8(c) hereof and expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure in excess of Twenty-five Thousand Dollars (\$25,000), unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter any contract for more than five (5) years without the prior approval of two-thirds ($\frac{2}{3}$) of the total ownership of the Common Elements.

SECTION 7. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum lawful rate of interest per annum after said common expenses become due and payable, shall constitute a lien, as provided in the Declaration, enforceable by the Board, on the interest of such Unit Owner in the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which are due and payable from and after the date on which such Mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage or causes a receiver to be appointed to take possession of the Unit. The provisions of this paragraph of this Section 7 shall not be amended, changed, modified or rescinded in any way without the prior written consent of all holders of record of Mortgages against Units.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien for unpaid assessments, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with interest and reasonable attorney's fees to be fixed by the court. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

SECTION 8. Records and Statement of Account. The Board shall cause to be kept the records required by the Act and detailed and accurate records of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnished to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit Ownership. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

SECTION 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and in the Declaration, and (except for such special assessments as may be levied hereunder and under the Declaration against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit B of the Declaration.

ARTICLE V

Use and Occupancy Restrictions

SECTION 1. General. Each Unit Owner shall comply with the use and occupancy restrictions set forth in the Declaration. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a balcony, patio or terrace constituting Limited Common Elements for such Unit Owner's Unit.

SECTION 2. Animals. No animals shall be raised, bred or kept in any Unit, except for dogs, household cats and small birds owned as household pets by a Unit Owner, provided that said pets are not kept for any commercial purpose, and provided that said pets shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that said pets shall not in the judgment of the Board constitute a nuisance to others.

SECTION 3. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

SECTION 4. Use by Declarant. During the period of sale by the Declarant of any Unit, the Declarant and its agents, employees, contractors and sub-contractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Buildings and Property as may be required for purposes of said sale of Units. While the Declarant owns any of the Units and until each Unit owned by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

SECTION 5. Storage. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas or in the parking spaces, except in common storage areas designated from time to time by the Board or by the Managing Agent acting in accord with the Board's direction.

SECTION 6. Wiring. No Unit Owner shall overload the electrical wiring in the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances,

accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.

ARTICLE VI

Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between this corporation and any corporation, firm or association in which one or more of the Directors of this corporation are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or

(b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII

Amendments

Any modification or amendment of these By-Laws shall be made only by means of an amendment of the Declaration as provided therein. Such amendments shall be maintained in the corporate records of the Association.

ARTICLE VIII

Indemnification

SECTION 1. *General.* The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board, and Declarant, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members, or Declarant, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members, or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member, or Declarant may be involved by virtue of such persons being or having been such director, officer, Board, committee member, or Declarant; provided, however, that such indemnity shall not be operative with respect to (a) any matters as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such

persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant.

SECTION 2. *Success on Merits.* To the extent that the Declarant or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 3. *Advance Payment.* Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

SECTION 4. *Miscellaneous.* The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, or Declarant, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees, or Declarant, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, or Declarant or by the Managing Agent on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a Declarant or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE IX

Definition of Terms

The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration of Condominium for The Oaks of Woodlake, recorded in the office of the County Clerk of Harris County, Texas, as the same may be amended from time to time. The term "member," as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

In the event of any conflict between the terms and provisions of these By-Laws and the Declaration, the provisions of the Declaration shall control. These By-Laws shall not be amended or altered in any manner inconsistent with the Declaration.

MAY 22 1978

ARTICLES OF INCORPORATION
OF
THE OAKS CONDOMINIUM ASSOCIATION

Patrick Brice
Attorney, Corporation Division

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation:

1. The name of the corporation is: The Oaks Condominium Association.

2. The period of duration of the corporation is perpetual.

3. The address of its initial Registered Office in the State of Texas is: 811 Dallas Avenue, Houston, Texas 77002 and the name of its initial Registered Agent at said address is: CT Corporation System.

4. The first Board of Directors of the corporation shall be nine in number, their names, addresses and terms being as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
John James	2100 Tanglewilde Houston, Texas 77063	Until the first regular annual meeting of the members
Ben Colvin	2100 Tanglewilde Houston, Texas 77063	Until the first regular annual meeting of the members
Henry Blott	2100 Tanglewilde Houston, Texas 77063	Until the first regular annual meeting of the members
Dick Blue	2100 Tanglewilde Houston, Texas 77063	Until the second regular annual meeting of the members
Doris Counter	2100 Tanglewilde Houston, Texas 77063	Until the second regular annual meeting of the members
Joe Monroe	2100 Tanglewilde Houston, Texas 77063	Until the second regular annual meeting of the members

Jack Counter	2100 Tanglewilde Houston, Texas 77063	Until the third regular annual meeting of the members
George Fearn	2100 Tanglewilde Houston, Texas 77063	Until the third regular annual meeting of the members
Ken Smith	2100 Tanglewilde Houston, Texas 77063	Until the third regular annual meeting of the members

5. The corporation is a non-profit corporation.

6. The purpose for which the corporation is organized is: To maintain, operate and manage condominium residential buildings and improvements situated at 2100 Tanglewilde, Houston, Texas.

The Members of The Oaks Condominium Association shall consist of the respective Unit Owners of the Property known as The Oaks of Woodlake Condominiums, located at 2100 Tanglewilde, Houston, Texas, in accordance with the respective percentages of ownership interest in the Common Elements of the property owned by the respective Unit Owners, as said terms are defined in the Declaration of Condominium for The Oaks of Woodlake, which Declaration has been or will be recorded in the Condominium Records of Harris County, Texas.

The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

The aggregate number of votes for all Unit Owners shall be one hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner.

A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

The names and addresses of the incorporators are:

<u>Name</u>	<u>Address</u>
Fred H. Dunlop	3000 One Shell Plaza Houston, Texas 77002
Fred W. Fulton	3000 One Shell Plaza Houston, Texas 77002
Robert P. Wright	3000 One Shell Plaza Houston, Texas 77002

IN WITNESS WHEREOF, we have hereunto set our hands.
this 4th day of May, 1978.

Fred H. Dunlop
Fred H. Dunlop

Fred W. Fulton
Fred W. Fulton

Robert P. Wright
Robert P. Wright

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Cathy Guernsey, a Notary Public
do hereby certify that on the 4th day of May, 1978,
Fred H. Dunlop, Fred W. Fulton, and Robert P. Wright personally
appeared before me and being first duly sworn by me severally
declared that they are the persons who signed the foregoing
document as incorporators, and that the statements therein
contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal the day and year above written.

Cathy Guernsey
Notary Public in and for
Harris County, Texas

CATHY GUERNSEY
Notary Public in and for Harris County, Texas



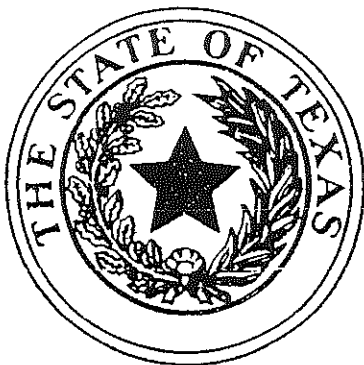
The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF
THE OAKS CONDOMINIUM ASSOCIATION
CHAPTER NUMBER 436165

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION
FOR THE ABOVE CORPORATION, DULY SIGNED AND VERIFIED, HAVE BEEN RECEIVED
IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A DUPLICATE ORIGINAL
OF THE ARTICLES OF INCORPORATION.

DATED MAY 22, 1979



M. C. Oak

Secretary of State

TFM

