

Exhibit "D"

BY-LAWS

OF

NEW CASTLE AT TOWNE PLAZA HOMEOWNERS ASSOCIATION, INC.

The name of the organization shall be New Castle at Towne Plaza Homeowners Association, Inc.

ARTICLE I

OBJECT

(Plan of Townhome Ownership)

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

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

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership: Any person on becoming an owner of a condominium unit shall automatically become a member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with New Castle at Towne Plaza during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Managers of the Association or other may have

against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident hereto. No certificates of stock shall be issued by the Association, but the Board of Managers may, if it so elects, issue one membership card to the owner(s) of a condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

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

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

4. Quorum: Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of unit owners" as defined in paragraph 3 of this Article shall constitute a quorum.

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

ARTICLE III

ADMINISTRATION

1. Association Responsibilities: The owners of the units will constitute the New Castle at Towne Plaza Homeowners Association, hereinafter referred to as the "Association", who will have the responsibility of administering the project through a Board of Managers.

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

3. Annual Meetings: The first annual meeting of the Association shall be held within 15 days from the date on which 70% of the condominium units, including condominium units annexed to the Condominium Regime pursuant to Article

28 of the Condominium Declaration, have been conveyed to owners for use as their residence, but no later than December 1, 1980, at which time the three members of the Board of Managers shall be elected.

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

5. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting: If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting at a time not less than forty-eight hours from the time the original meeting was called.

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

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of managers, if required.
- (g) Unfinished business.
- (h) New business.

ARTICLE IV

BOARD OF MANAGERS

1. Number and Qualification: The affairs of this Association shall be governed by a Board of Managers composed

of three persons. The following persons shall act in such capacity and shall manage the affairs of the Association until such time as 70% of the Condominium Units (including Condominium Units annexed to the Condominium Regime pursuant to Article 28 of the Condominium Declaration) have been sold, or until December 1, 1980, whichever occurs first, and thereafter until their successors are elected, to-wit: David M. Garrett, Jack Amschwand and Karel Hruska.

2. Powers and Duties: The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class residential condominium project. The Board of Managers may do all such acts and things as are not by these By-Laws or by the Condominium Declaration for New Castle at Towne Plaza directed to be exercised and done by the owners.

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

- (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Ownership Act of the State of Texas.
- (b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.
- (c) To keep in good order, condition and repair all of the general and limited common elements and all items of personal property used in the enjoyment of the entire premises.
- (d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value shall be determined annually by one or more written appraisals. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$100,000.00 per person and \$300,000.00 per

accident and \$50,000.00 property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their first mortgagees.

- (e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to so do in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All monthly or other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.
- (f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws.
- (g) To protect and defend the entire premises from loss and damage by suit or otherwise.
- (h) To borrow funds in order to pay for an expenditure or outlay required and to execute all such instruments evidencing such indebtedness which shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.
- (i) To enter into contracts within the scope of their duties and powers.
- (j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.
- (k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners and

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institutional holders of first mortgages, and to cause a complete audit of the books and accounts by a competent accountant, once each year.

- (l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.
- (m) To meet at least once each quarter.
- (n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.
- (o) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the communal aspect of condominium ownership.

4. Managing Agent: The Managing Agent shall be Property Manager & Advisors, Inc. whose address is 701 N. Post Oak Rd., Suite 211, Houston, Texas 77024, which shall have all of the powers and shall perform the duties of the Board of Managers until 70% of the condominium units have been conveyed to owners for use as their residence, but no later than December 1, 1980, subsequent to which date the Board of Managers may employ for the Association a Managing Agent on an annual basis, subject to dismissal upon 30 days notice, at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to the duties listed in paragraph 3 of this Article.

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

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

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

8. Organization Meeting: The first meeting of a newly-elected Board of Managers shall be held within ten days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

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

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

12. Board of Managers' Quorum: At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those

present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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

ARTICLE V

OFFICERS

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

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

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

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

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

VOL.91 PAGE 105 The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment unit owned by such members and the garage or parking space and storage space assigned for use in connection with such apartment unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

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

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND MANAGERS

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

of New Castle at Towne Plaza Declaration as a member or owner of a condominium unit covered thereby.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

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

2. Maintenance and Repair:

- (a) Every owner must perform promptly at his own expense all maintenance and repair work within his own apartment unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.
- (b) All the repairs of internal installations of the unit such as patio planting, water, light, gas power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass, electrical fixtures and all other accessories, equipment and fixtures belonging to the unit area shall be at the owner's expense.
- (c) An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents.

3. Mechanic's Lien: Each Owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other condominium units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's condominium unit. In the event suit for foreclosure

is commenced, then within ninety days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one year together with the sum of One Hundred Dollars. Such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount therefore shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in paragraph 24 of the Condominium Declaration, For New Castle at Towne Plaza.

4. General:

- (a) Each owner shall comply strictly with the provisions of the Condominium Declaration for New Castle at Towne Plaza.
- (b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which New Castle at Towne Plaza project was built.

5. Use of Units-Internal Changes:

- (a) All units shall be utilized for single-family residential purposes only.
- * (b) An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board of Managers. The Association shall have the obligation to answer within five days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

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

7. Right of Entry:

- (a) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that such requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

8. Rules and Regulations:

- (a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the recreational facilities afforded, and particularly, of the use of the swimming pool and swimming pool area and the Recreation Area in order that all owners and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other owners thereto.
- (b) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company.
- (c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television

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sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or other occupants of condominium units of New Castle at Towne Plaza. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of New Castle at Towne Plaza.

- (d) The common area is intended for use for the purpose of affording vehicular and pedestrian movements within the condominium, and of providing access to the units; those portions thereof adapted therefor, for recreational use by the owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon. Dogs, cats and other usual household pets not weighing more than forty (40) pounds may be kept in any unit. Such household pets shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Managers. Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof.
- (e) No resident of the condominium shall post any advertisements, signs or posters, of any kind in or on the project except as authorized by the Board of Managers.
- (f) Parking of automobiles shall be only in the space designated as parking for each unit; no unattended vehicle shall at any time be left in the alleyways or streets in such manner as to impede the

passage of traffic or to impair property access to parking area. No storage of any objects shall be permitted in the garage area and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind.

- (g) It is prohibited to hang garments, rugs and/or any other materials from the windows or from any of the facades of the project.
- (h) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash or garbage out of any of the windows of any of the units.
- (i) It is prohibited to throw garbage or trash outside the disposal areas provided for such purpose.
- (j) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or airconditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in writing previously approved by the Board of Managers.
- (k) No owner or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Board of Managers.
- (l) Reasonable and customary regulations for the use of the swimming pool and recreation areas will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.

9. Destruction or Obsolescence: Each owner shall, upon request therefore, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's condominium

unit upon its destruction or obsolescence as is provided in paragraph 27 of the Condominium Declaration for New Castle at Towne Plaza.

ARTICLE VIII

MANAGEMENT CONTRACT

The Board of Managers shall contract with a management company, at a rate of compensation agreed upon by the Board of Managers, for the management company to have, without limitations, the following functions, duties and responsibilities:

1. Fiscal Management:
 - (a) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements; it is further used for comparison with actual monthly income and expenditures.
 - (b) Prepare five-year fund reserve budget projection for capital expenditures on items recurring only periodically, i.e.: painting,, etc. for common elements.
 - (c) Prepare monthly operating and cash position statements and statement of sinking fund reserve account.
 - (d) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10%) above or below the budgeted amount, prepare explanations of variations from budgeted figures. Suggest corrective recommendations if applicable.
 - (e) Collect maintenance fees, and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.
 - (f) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

- (g) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.
- (h) Prepare year-end statement of operations for the owners.

2. Physical Management.

- (a) Assume full responsibility for maintenance and control of common area improvements, and equipment. Maintain the property meticulously and in constant repair to reflect owner pride and to insure high property values in accordance with the provisions of the operating budget as approved by the Board of Managers.
- (b) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as provided for in approved operating budgets.
- (c) Select, train, and supervise competent personnel, as directed by the Board.
- (d) Compile, assemble, and analyze data, prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts, and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.
- (e) Perform minor projects with diligence and economy in the Board's best interests.

3. Administrative Management.

- (a) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.
- (b) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement.

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- (c) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and promote Management-Resident-Owner relationships.
- (d) Act as liaison for the Association in any negotiations or disputes with local, federal, or state taxing agencies or regulatory bodies.
- (e) Exercise close supervision over hours and working conditions of employed personnel to ensure compliance with Wage and Hour and Workman's Compensation Law.
- (f) Assist in resolving individual Owner's problems as they pertain to the Association, common elements, and governing rules and regulations.
- (g) Represent an absentee Owner when requested.
- (h) Administer the development in such a way as to promote a pleasant and harmonious relationship within the complex for all owners, residents and tenants alike.

ARTICLE IX

MORTGAGES

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

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

3. Compliance with FNMA Requirements: - So long as the Federal National Mortgage Association (FNMA) owns or holds mortgages on one or more Condominium Units of New Castle at Towne Plaza the Association shall maintain such hazard insurance, public liability insurance, fidelity bonds and other similar insurance as may be required by FNMA.

ARTICLE X

COMPLIANCE

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

ARTICLE XI

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

ARTICLE XII

The registered office and the principal office for the transaction of business of this Association shall be 701 N. Post Oak Road, Suite 211, Houston, Texas 77024 and the Registered Agent shall be David M. Garrett at the same address.

ARTICLE XIII

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

ARTICLE XIV

These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at

"BOARD OF MANAGERS"

Jack Kunkin

W. M. ...

Donald H. ...

IN WITNESS WHEREOF, the undersigned have hereunto set
their hands and seals at Houston, Texas, this 20th day
of April, 1978.

Least 70% of the aggregate interest of the undivided ownership
of the general common elements.

CERTIFICATE OF ANNEXATION TO
NEW CASTLE AT TOWNE PLAZA, A CONDOMINIUM REGIME
IN HOUSTON, TEXAS

FILED

FEB 15 3 06 PM '80

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS THAT
Rita P. P. Clerk
COUNTY CLERK
HARRIS COUNTY, TEXA

WHEREAS, Cubilla Investment, N.V., hereinafter called "Declarant", by instrument dated the 21st day of November, 1978 and recorded in Volume 91, Pages 96 et seq of the Condominium Records of Harris County, Texas, said instrument hereinafter called the "Declaration", created the Condominium Regime for New Castle at Towne Plaza; and

WHEREAS, pursuant to the provisions of Article 28 of the Declaration, Declarant desires and intends that the provisions of Article 28 of the Declaration become effective and that the Declaration shall apply to and affect the hereinafter described property; and

WHEREAS, Declarant desires and intends by this Certificate of Annexation to New Castle at Towne Plaza, hereinafter called the "Certificate of Annexation", to annex additional real property to the Condominium Regime and subject the annexed real property to the provisions of the Declaration.

W I T N E S S E T H:

1. Reference is hereby made to the recorded Declaration and the same is incorporated herein for all purposes, including but not limited to the definitions of the words and phrases contained therein which shall have the same meaning when used in this Certificate of Annexation, unless defined differently herein or the context of such words or phrases as used herein would require otherwise.

2. Declarant does hereby annex the real property described in Exhibit A-3 attached hereto and incorporated herein and all the improvements located thereon, said improvements being more particularly described on Exhibits B-2-1, B-2-2, B-2-3, B-2-4, B-2-5, B-2-6, B-2-7, B-2-8, B-2-9, B-2-10, B-2-11, B-2-12, B-2-13, B-2-14, B-2-15, B-2-16, B-2-17, B-2-18, B-2-19 and B-2-20 attached hereto and incorporated herein to the Condominium Regime for New Castle at Towne Plaza and does hereby further declare that the terms, covenants, conditions, easements, restrictions, uses, limitations and obligations of the Declaration shall be deemed to run with the land described in Exhibit A-3, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements described in the Declaration and this Certificate of Annexation, their grantees, successors, heirs, executors, administrators, devisees and assigns.

3. The land, the buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto described on Exhibits A-3, B-2-1, B-2-2, B-2-3, B-2-4, B-2-5, B-2-6, B-2-7, B-2-8, B-2-9, B-2-10, B-2-11, B-2-12, B-2-13, B-2-14, B-2-15, B-2-16, B-2-17, B-2-18, B-2-19 and B-2-20 hereof shall and does hereby become "Property" as though originally included within such definition in the Declaration.

4. Upon the date of recordation of this Certificate of Annexation in the Condominium Records of Harris County, Texas the following shall occur:

- (a) The Declaration shall apply to and affect all of the Property described herein as if the same were originally subject to the provisions of the Declaration; and
- (b) The powers and responsibilities of the Board of Managers of New Castle at Towne Plaza Homeowners Association, Inc. created and established pursuant to the By-laws for New Castle at Towne Plaza Homeowners Association, Inc. shall become coextensive with regard to all Property included within the Condominium Regime for New Castle at Towne Plaza by virtue of this Certificate of Annexation; and
- (c) The rights and obligations of the condominium unit owners of the condominium units annexed hereby shall be the same and identical to the rights and obligations of the condominium unit owners under the Declaration prior to the recordation of this Certificate of Annexation; and
- (d) The ownership of the General Common Elements and Property shall automatically become, as to each condominium unit, a percentage interest equivalent to the number of square feet within each condominium unit divided by the total number of square feet within all condominium units in the Property as expanded hereby, which interests shall be conclusively deemed to be the percentage interests as set out in paragraph 5 hereof.

5. The percentage interest in the General Common Elements attributable to and appurtenant to the respective condominium units of New Castle at Towne Plaza subsequent to the date of recording of this Certificate of Annexation is set out in Exhibit "C" attached hereto and by this reference incorporated herein for all purposes.

6. Declarant in its capacity as an owner and as the Attorney-in-Fact for those condominium unit owners of New Castle at Towne Plaza owning the condominium units of New Castle at Towne Plaza prior to the date of recording of this Certificate of Annexation hereby bargains, grants and conveys to the owners of the General Common Elements hereby annexed to the Condominium Regime for New Castle at Towne Plaza the undivided fractional interest in the General Common Elements of New Castle at Towne Plaza which existed prior to the date of recording of this Certificate of Annexation necessary to vest the ownership interest in the General Common Elements which exist after the date of the recording of this Certificate of Annexation in the owners of the condominium units annexed hereby in the percentage interests set out in Exhibit "C" attached hereto. In addition, Declarant as an owner and as the Attorney-in-Fact for the condominium unit owners hereby annexed to the Condominium Regime for New Castle at Towne Plaza hereby bargains, grants and conveys to the owners of condominium units of New Castle at Towne Plaza existing prior to the date of the recording of this Certificate of Annexation the undivided fractional interest in the General Common Elements of the property hereby annexed to the Condominium Regime for New Castle at Towne Plaza necessary to vest ownership in the owners of condominium units of New Castle at Towne Plaza after the date of recording of this Certificate of Annexation as set out in Exhibit "C" attached hereto. The conveyances contained in this paragraph are without warranty of title either expressed or implied and are subject to the Declaration and all matters appearing of record which affect the same. The undivided fractional interest in all personal property conveyed hereby is transferred without warranty.

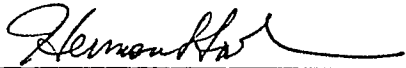
7. Declarant hereby reserves for a period of one (1) year from the date of the recording of this Certificate of Annexation the right to amend this Certificate of Annexation to conform it to the requirements of any lender proposing to provide first lien financing for the purchase of one or more condominium units of New Castle at Towne Plaza; provided, however, that any amendment hereto shall require the written consent of any lender then holding first lien mortgages on one or more condominium units of New Castle at Towne Plaza annexed hereby.

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


TO CERTIFY WHICH, this Certificate of Annexation is executed this the 13 day of February, 1980.

DECLARANT

CUBILLA INVESTMENT, N.V.

By 
Herman S. Sookne, as its duly
authorized Attorney-in-Fact

CUBILLA INVESTMENT, N.V.
Attorney-in-Fact for the condominium
unit owners of New Castle at Towne Plaza

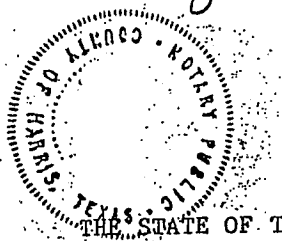
By 
Herman S. Sookne, Attorney-in-Fact
for Cubilla Investment, N.V.

NEW CASTLE
AT TOWNE PLAZA
CERTIFICATE OF ANNEXATION
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 106 PAGE 80

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Herman S. Sookne, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Cubilla Investment, N.V. and acknowledged to me that he subscribed the name of Cubilla Investment, N.V. thereto as principal and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND SEAL OF OFFICE this 13th day of February, 1980.



Harriet Waldrop

Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Herman S. Sookne, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for the condominium unit owners of New Castle at Towne Plaza and acknowledged to me that he subscribed the name of Cubilla Investment, N.V. thereto as principal for the condominium unit owners of New Castle at Towne Plaza and his own name as Attorney-in-Fact for Cubilla Investment, N.V., and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND SEAL OF OFFICE this 13th day of February, 1980.



Harriet Waldrop

Notary Public in and for
Harris County, Texas

FIELD NOTES FOR A 3.8295 ACRE TRACT
 OUT OF A 15.4932 ACRE TRACT IN THE
 MAYBERRY B. GRAY SURVEY, A-284
 HOUSTON, HARRIS COUNTY, TEXAS

g 3.8295 acre tract out of a 15.4932 acre tract; said 15.4932 acre tract being the H & W Apartments, a plat thereof recorded in Volume 151, Page 106, of the Harris County Map Records, located in the Mayberry B. Gray Survey, Abstract No. 284, Houston, Harris County, Texas; 3.8295 acre tract being more fully described as follows:

ENCING at an "X" in concrete marking the northeast corner of the said H & W Apartments, said X also being the southwest intersection of Newcastle Drive (60 foot width) and Wild Indigo Street (60 Foot width);

BE S 89° 01' 02" W, with the northerly line of said H & W Apartments, the same being the westerly right-of-way line of said Wild Indigo Street, a distance of 359.10 feet to a "X" in concrete and POINT OF BEGINNING of the tract herein described;

BE S 00° 59' 18" E, a distance of 213.14 feet to a 5/8 inch iron rod;

BE N 89° 02' 21" E, a distance of 46.81 feet to a 5/8 inch iron rod;

BE S 00° 57' 34" E, a distance of 156.55 feet to a 5/8 inch iron rod;

BE S 85° 35' 42" W, a distance of 107.59 feet to a 5/8 inch iron rod;

BE N 04° 26' 00" E, a distance of 82.16 feet to a point on the southerly line of the said H & W Apartments;

BE S 85° 34' 00" W, with the said southerly line of the H & W Apartments, a distance of 107 feet to a point;

BE N 00° 58' 58" W, a distance of 476.05 feet to a point on the northerly line of the H & W Apartments;

BE N 89° 01' 02" E, with the said northerly line of the H & W Apartments, a distance of 102.81 feet to the POINT OF BEGINNING and containing 3.8295 acres, more or less.

SAVE AND EXCEPT, and Declarant specifically reserves unto itself, its successors and assigns from the above described premises a nonexclusive easement of access, ingress and egress on, over and across (1) the eastern-most up and down ramp of the parking garage, as shown on Exhibit "B-1" of the Condominium Declaration for Newcastle at Towne Plaza and the upper level of the parking garage which is included within the General Common Elements as the same is shown on Exhibit "B-1" of the Condominium Declaration for Newcastle at Towne Plaza and Exhibit "B-2-1" of the Certificate of Annexation to Newcastle at Towne Plaza.

The above described premises is SUBJECT TO ALL VALID AND EXISTING Easements, Rights, Encumbrances and Restrictions of Record in the Office of the County Clerk of Harris County, Texas, which may be revealed by a visual inspection or survey of the Premises including, but not limited to, the following:

(1) Easements and building set-back lines reflected by recorded plat of H & W Apartments in Volume 151, Page 106, Map Records of Harris County, Texas.

(2) Sanitary sewer easement, 15 feet wide, granted to the City of Houston by Instrument dated May 27, 1954, recorded in Volume 2827, Page 475 Deed Records, Harris County, Texas.

(3) Non-exclusive Private Driveway Easement created by instrument of dedication executed by Towne Plaza Associates dated December 1, 1970, recorded in Volume 8274, Page 3, through 6, of the Deed Records of Harris County, Texas, said Non-exclusive Private Driveway Easement consisting of a strip of land being 12,407.87 square feet of land in the Mayberry B. Gray Survey, Abstract No. 284, in Harris County, Texas specifically described by metes and bounds in said instrument of dedication, to which instrument reference is here made for all purposes.

EXHIBIT "C"

dg. No.	Unit No.	Area, S,F,	%Interest.	No. of Parking Spaces	Space No.
20	330	1280.16	0.5412	2	
20	331	975.36	0.4124	1	PG-330
	332	646.90	0.2735	1	PG-331
20	333	655.32	0.2771	1	PG-332
20	334	650.22	0.2749	1	PG-333
20	335	976.58	0.4129	1	PG-334
20	336	766.59	0.3241	1	PG-335
20	337	1280.16	0.5412	2	PG-336
20	338	975.36	0.4124	1	PG-337
20	339	655.32	0.2771	1	PG-338
20	340	655.32	0.2771	1	PG-339
20	341	652.78	0.2760	1	PG-340
20	342	980.44	0.4145	1	PG-341
20	343	766.59	0.3241	1	PG-342
21	344	838.09	0.3543	1	PG-343
21	345	620.48	0.2623	1	PG-344
21	346	617.71	0.2612	1	PG-345
21	347	714.66	0.3022	1	PG-346
21	348	722.97	0.3057	1	PG-347
21	349	699.13	0.2956	1	PG-348
21	350	713.18	0.3015	1	PG-349
21	351	621.60	0.2628	1	PG-350
21	352	621.60	0.2628	1	PG-351
21	353	715.95	0.3027	1	PG-352
21	354	709.10	0.2998	1	PG-353
21	355	628.45	0.2657	1	PG-354
21	356	566.72	0.2396	1	PG-355
21	357	715.11	0.3023	1	PG-356
21	358	724.32	0.3062	1	PG-357
21	359	723.06	0.3057	1	PG-358
21	360	708.90	0.2997	1	PG-359
21	361	567.00	0.2397	1	PG-360
21	362	627.38	0.2653	1	PG-361
21	363	697.23	0.2948	1	PG-362
22	364	802.38	0.3392	1	PG-363
22	365	850.39	0.3595	1	PG-364
22	366	717.24	0.3032	1	PG-365
22	367	681.63	0.2882	1	PG-366
22	368	1069.22	0.4521	1	PG-367
22	369	714.66	0.3022	1	PG-368
22	370	961.19	0.4064	1	PG-369
22	371	818.46	0.3460	1	PG-370
22	372	1049.34	0.4437	1	PG-371
22	373	719.03	0.3040	1	PG-372
22	374	718.50	0.3038	1	PG-373
22	375	980.44	0.4145	1	PG-374
22	376	789.36	0.3337	1	PG-375
22	377	743.82	0.3145	1	PG-376
22	378	845.34	0.3574	1	PG-377
22	379	1064.23	0.4500	1	PG-378
22	380	733.28	0.3100	1	PG-379
22	381	729.56	0.3085	1	PG-380
22	382	976.58	0.4129	1	PG-381
22	383	795.02	0.3361	1	PG-382
22	384	761.10	0.3218	1	PG-383
23	385	564.48	0.2387	1	PG-384
23	386	564.48	0.2387	1	PG-385
23	387	647.64	0.2738	1	PG-386
23	388	970.20	0.4102	1	PG-387
23	389	748.44	0.3164	1	PG-388
23	390	566.72	0.2396	1	PG-389
23	391	566.72	0.2396	1	PG-390
23	392	650.21	0.2749	1	PG-391
23	393	972.72	0.4113	1	PG-392
23	394	751.40	0.3177	1	PG-393
23	395	564.48	0.2387	1	PG-394
23	396	566.72	0.2396	1	PG-395
23	397	655.32	0.2771	1	PG-396
23	398	979.11	0.4140	1	PG-397
23	399	748.88	0.3166	1	PG-398
					PG-399

g. No.	Unit No.	Area, S.F.	%Interest	No. of Parking Spaces	Space No.
4	400	726.86	0.3073	1	PG-400
4	401	972.72	0.4113	1	PG-401
4	402	976.58	0.4129	1	PG-402
4	403	650.16	0.2749	1	PG-403
4	404	566.72	0.2396	1	PG-404
4	405	566.72	0.2396	1	PG-405
4	406	690.48	0.2919	1	PG-406
4	407	724.08	0.3061	1	PG-407
4	408	970.20	0.4102	1	PG-408
4	409	975.24	0.4123	1	PG-409
4	410	650.16	0.2749	1	PG-410
4	411	566.72	0.2396	1	PG-411
4	412	566.72	0.2396	1	PG-412
4	413	693.22	0.2931	1	PG-413
4	414	727.26	0.3075	1	PG-414
4	415	974.05	0.4118	1	PG-415
4	416	975.24	0.4123	1	PG-416
4	417	657.80	0.2781	1	PG-417
4	418	569.25	0.2407	1	PG-418
4	419	566.72	0.2396	1	PG-419
4	420	693.22	0.2931	1	PG-420
5	421	832.31	0.3519	1	PG-421
5	422	1018.87	0.4308	1	PG-422
5	423	814.54	0.3444	1	PG-423
5	424	1211.02	0.5120	1	PG-424
5	425	692.22	0.2927	1	PG-425
5	426	756.71	0.3199	1	PG-426
5	427	1056.08	0.4465	1	PG-427
5	428	805.72	0.3407	1	PG-428
5	429	1289.72	0.5453	2	PG-429
5	430	628.46	0.2657	1	PG-430
5	431	782.27	0.3307	1	PG-431
5	432	1088.52	0.4602	1	PG-432
5	433	808.56	0.3419	1	PG-433
5	434	1368.30	0.5785	2	PG-434
5	435	633.38	0.2678	1	PG-435
6	436	891.24	0.3768	1	PG-436
6	437	825.85	0.3492	1	PG-437
6	438	714.46	0.3021	1	PG-438
6	439	1065.42	0.4505	1	PG-439
6	440	1069.22	0.4521	1	PG-440
6	441	1069.22	0.4521	1	PG-441
6	442	1301.86	0.5505	2	PG-442
6	443	805.82	0.3407	1	PG-443
6	444	809.77	0.3424	1	PG-444
6	445	722.45	0.3054	1	PG-445
6	446	1053.18	0.4453	1	PG-446
6	447	1119.15	0.4732	1	PG-447
6	448	1040.56	0.4399	1	PG-448
6	449	1330.66	0.5626	2	PG-449
6	450	867.06	0.3666	1	PG-450
6	451	817.45	0.3456	1	PG-451
6	452	726.90	0.3073	1	PG-452
6	453	1073.19	0.4537	1	PG-453
6	454	1143.42	0.4834	1	PG-454
6	455	1053.94	0.4456	1	PG-455
6	456	1362.91	0.5763	2	PG-456

g. NO.	UNIT NO.	Area, S.F.	%INTEREST	NO. OF PARKING SPACES	Spaces No.
7	457	714.66	0.3022	1	PG-457
7	458	796.84	0.3369	1	PG-458
7	459	960.04	0.4059	1	PG-459
7	460	690.10	0.2918	1	PG-460
7	461	819.92	0.3467	1	PG-461
7	462	822.69	0.3478	1	PG-462
7	463	714.66	0.3022	1	PG-463
7	464	711.89	0.3010	1	PG-464
7	465	712.41	0.3012	1	PG-465
7	466	712.41	0.3012	1	PG-466
7	467	984.93	0.4164	1	PG-467
7	468	724.56	0.3063	1	PG-468
7	469	821.72	0.3474	1	PG-469
7	470	815.30	0.3447	1	PG-470
7	471	709.93	0.3002	1	PG-471
7	472	716.25	0.3028	1	PG-472
7	473	745.62	0.3152	1	PG-473
7	474	735.30	0.3109	1	PG-474
7	475	1018.56	0.4306	1	PG-475
7	476	733.97	0.3103	1	PG-476
7	477	822.96	0.3479	1	PG-477
7	478	835.01	0.3530	1	PG-478
7	479	732.18	0.3096	1	PG-479
7	480	744.54	0.3148	1	PG-480

8	481	714.66	0.3022	1	PG-481
8	482	1069.22	0.4521	1	PG-482
8	483	1066.45	0.4509	1	PG-483
8	484	620.48	0.2623	1	PG-484
8	485	622.72	0.2633	1	PG-485
8	486	1069.22	0.4521	1	PG-486
8	487	1069.22	0.4521	1	PG-487
8	488	714.66	0.3022	1	PG-488
8	489	719.16	0.3041	1	PG-489
8	490	1053.05	0.4452	1	PG-490
8	491	1120.76	0.4739	1	PG-491
8	492	566.72	0.2396	1	PG-492
8	493	569.25	0.2407	1	PG-493
8	494	1117.15	0.4723	1	PG-494
8	495	1051.10	0.4444	1	PG-495
8	496	712.41	0.3012	1	PG-496

NE PLAZA, Phase I

9	497	1054.21	0.4457	1	PG-497
9	498	571.78	0.2417	1	PG-498
9	499	571.78	0.2417	1	PG-499
9	500	1059.05	0.4478	1	PG-500
9	501	571.78	0.2417	1	PG-501
9	502	569.52	0.2408	1	PG-502
9	503	1053.00	0.4452	1	PG-503
9	504	571.78	0.2417	1	PG-504
9	505	574.31	0.2428	1	PG-505
10	506	716.76	0.3030	1	PG-506
10	507	976.58	0.4129	1	PG-507
10	508	984.17	0.4161	1	PG-508
10	509	1254.88	0.5306	1	PG-509
10	510	1294.08	0.5471	1	PG-510
10	511	751.41	0.3177	1	PG-511
10	512	976.58	0.4129	1	PG-512
10	513	986.70	0.4172	1	PG-513
10	514	1254.88	0.5306	1	PG-514
10	515	1299.90	0.5496	1	PG-515
10	516	750.36	0.3173	1	PG-516
10	517	978.51	0.4137	1	PG-517
10	518	986.70	0.4172	1	PG-518
10	519	1254.88	0.5306	1	PG-519
10	520	1305.81	0.5521	1	PG-520

g. No.	Unit No.	Area, S.F.	%Interest	No. of Parking Spaces	Space No.
1	521	889.20	0.3760	1	PG-521
1	522	1440.95	0.6093	1	PG-522
1	523	1126.12	0.4761	1	PG-523
1	524	1085.96	0.4591	1	PG-524
1	525	1162.02	0.4913	1	PG-525
1	526	777.78	0.3288	1	PG-526
1	527	816.25	0.3451	1	PG-527
1	528	752.68	0.3182	1	PG-528
1	529	1323.44	0.5595	1	PG-529
1	530	1032.53	0.4366	1	PG-530
1	531	984.58	0.4163	1	PG-531
1	532	984.58	0.4163	1	PG-532
1	533	712.44	0.3012	1	PG-533
1	534	828.52	0.3503	1	PG-534
1	535	771.84	0.3263	1	PG-535
1	536	1366.20	0.5777	1	PG-536
1	537	1045.71	0.4421	1	PG-537
1	538	1085.41	0.4589	1	PG-538
1	539	1071.35	0.4530	1	PG-539
1	540	715.03	0.3023	1	PG-540
1	541	826.28	0.3493	1	PG-541
2	542	745.92	0.3154	1	PG-542
2	543	1058.14	0.4474	1	PG-543
2	544	1058.14	0.4474	1	PG-544
2	545	656.49	0.2776	1	PG-545
2	546	761.58	0.3220	1	PG-546
2	547	714.72	0.3022	1	PG-547
2	548	941.78	0.3982	1	PG-548
2	549	1036.43	0.4382	1	PG-549
2	550	1036.43	0.4382	1	PG-550
2	551	597.08	0.2524	1	PG-551
2	552	699.67	0.2958	1	PG-552
2	553	656.90	0.2777	1	PG-553
2	554	861.65	0.3643	1	PG-554
2	555	1060.88	0.4485	1	PG-555
2	556	1069.90	0.4524	1	PG-556
2	557	618.00	0.2613	1	PG-557
2	558	702.25	0.2969	1	PG-558
2	559	682.10	0.2884	1	PG-559
33	560	647.64	0.2738	1	PG-560
33	561	650.16	0.2749	1	PG-561
33	562	652.78	0.2760	1	PG-562
33	563	650.21	0.2749	1	PG-563
33	564	970.20	0.4102	1	PG-564
33	565	652.78	0.2760	1	PG-565
33	566	642.62	0.2717	1	PG-566
33	567	657.80	0.2781	1	PG-567
33	568	764.06	0.3230	1	PG-568
33	569	650.21	0.2749	1	PG-569
33	570	652.74	0.2760	1	PG-570
33	571	650.16	0.2749	1	PG-571
33	572	650.16	0.2749	1	PG-572
33	573	972.13	0.4110	1	PG-573
33	574	652.78	0.2760	1	PG-574
33	575	646.42	0.2733	1	PG-575
33	576	657.80	0.2781	1	PG-576
33	577	760.50	0.3215	1	PG-577

dg. No.	Unit No.	Area, S.F.	%Interest	No. of Parking Spaces	Space No.
34	578	709.32	0.2999	1	PG-578
34	579	712.08	0.3011	1	PG-579
34	580	704.26	0.2978	1	PG-580
34	581	714.66	0.3022	1	PG-581
34	582	717.24	0.3032	1	PG-582
34	583	702.78	0.2971	1	PG-583
3	584	691.40	0.2923	1	PG-584
34	585	720.63	0.3047	1	PG-585
34	586	652.74	0.2760	1	PG-586
34	587	716.83	0.3031	1	PG-587
34	588	707.45	0.2991	1	PG-588
34	589	652.78	0.2760	1	PG-589
35	590	1064.53	0.4501	1	PG-590
35	591	822.69	0.3478	1	PG-591
35	592	819.92	0.3467	1	PG-592
35	593	821.21	0.3472	1	PG-593
35	594	822.69	0.3478	1	PG-594
35	595	821.21	0.3472	1	PG-595
35	596	818.44	0.3460	1	PG-596
35	597	1063.68	0.4497	1	PG-597
35	598	1046.24	0.4423	1	PG-598
35	599	809.92	0.3424	1	PG-599
35	600	811.80	0.3432	1	PG-600
35	601	807.54	0.3414	1	PG-601
35	602	800.50	0.3384	1	PG-602
35	603	814.60	0.3444	1	PG-603
35	604	823.25	0.3481	1	PG-604
35	605	1041.89	0.4405	1	PG-605
35	606	1084.26	0.4584	1	PG-606
35	607	828.03	0.3501	1	PG-607
35	608	834.24	0.3527	1	PG-608
35	609	823.25	0.3481	1	PG-609
35	610	818.28	0.3460	1	PG-610
35	611	834.99	0.3530	1	PG-611
35	612	834.39	0.3528	1	PG-612
35	613	1071.55	0.4530	1	PG-613

NEW CASTLE AT TOWNE PLAZA
FIRST AMENDMENT
CERTIFICATE OF ANNEXATION
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 107 PAGE 37

terms of office each respective manager, his successor shall be elected to serve a term of three years. The five persons acting as managers shall hold office until their successors have been elected and held their first meeting.

FURTHER RESOLVED, that Article IV, Section 10 of the Bylaws shall be amended by deleting the present Article IV, Section 10 and substituting therefor the following:

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

FURTHER RESOLVED, that Article VII, Section 8(d) of the Bylaws shall be amended by deleting the present Article VII, Section 8(d) thereof and substituting in lieu thereof the following:

Section 8(d). The common area is intended for use for the purpose of affording vehicular and pedestrian movements within the condominium, and of providing access to the units; those portions thereof adapted therefor, for recreational use by the owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon. Dogs, cats and other usual household pets not weighing more than thirty (30) pounds may be kept in any unit. Such household pets shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Managers. Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof.

TO CERTIFY WHICH witness my hand this 2nd day of January, 1985

Robert S. Cherry
Secretary ROBERT S. CHERRY
New Castle at Towne Plaza Homeowners
Association, Inc.

Robert L. Skinner
President Robert L. Skinner
New Castle at Towne Plaza Homeowners
Association, Inc.

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED
JAN 22 4 00 PM '85
Clerk of Court
New Castle County, Delaware

STATE OF TEXAS §
§
COUNTY OF HARRIS §

1985 This instrument was acknowledged before me on the 3RD day of JANUARY,
1983, by ROBERT E. CHERY, Secretary of New Castle at Towne Plaza
Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said
corporation.

Carol A. Cooley
Notary Public in and for
the State of Texas

My Commission Expires: 2-8-88

STATE OF TEXAS §
§
COUNTY OF HARRIS §

1985 This instrument was acknowledged before me on the 3RD day of JANUARY,
1983, by ROBERT L. SKINNER, President of New Castle at Towne Plaza
Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said
corporation.

Carol A. Cooley
Notary Public in and for
the State of Texas

My Commission Expires: 2-8-88

NEW CASTLE AT TOWNE PLAZA
FIRST AMENDMENT
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 150 PAGE 99

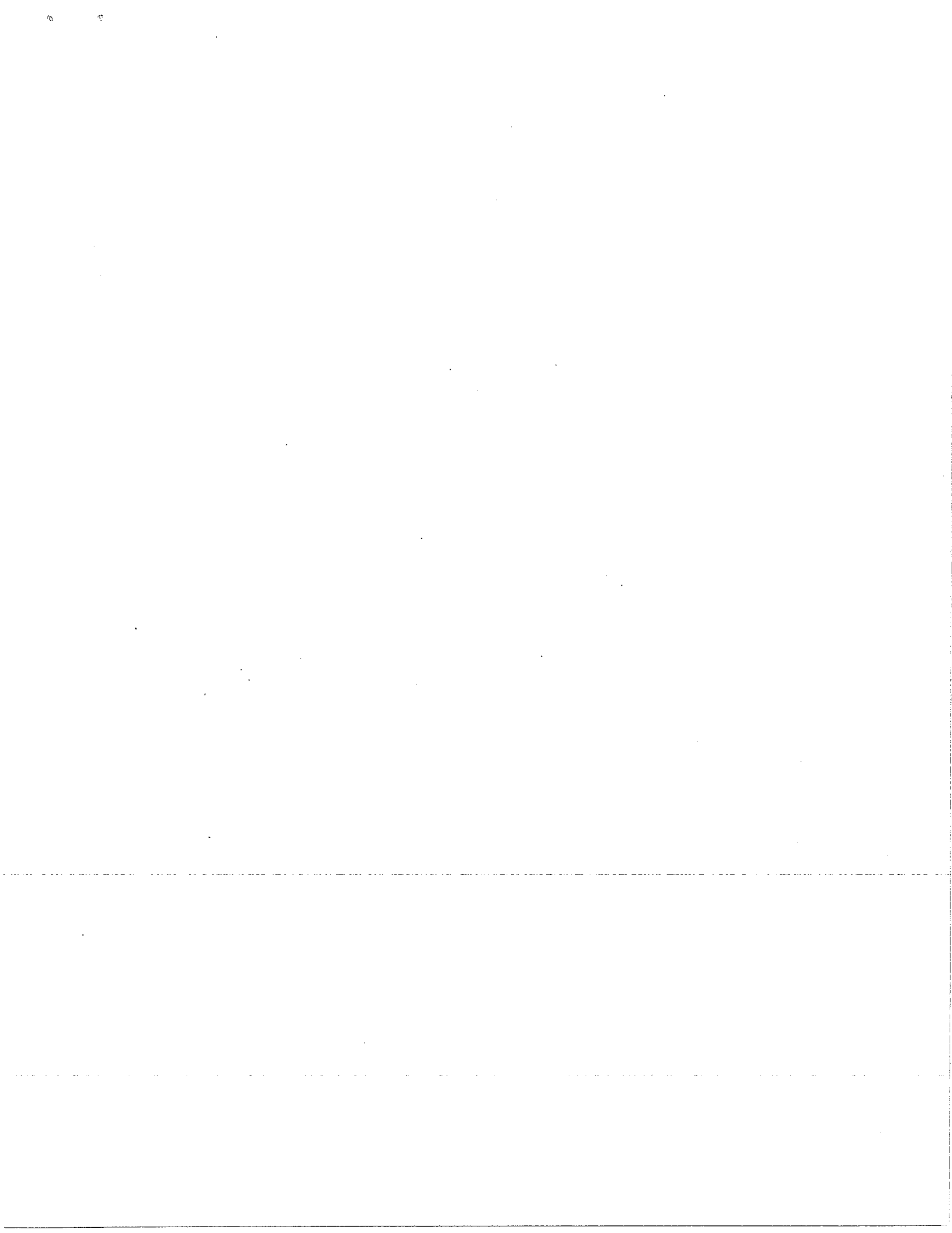
STATE OF TEXAS }
COUNTY OF HARRIS }

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

JAN 22 1985



Quita Lakehouse
County Clerk, Harris County, Texas



qualified or permitted to vote at such meeting or election unless said owner's account is brought current at such meeting or election."

FURTHER RESOLVED, that Article III, Section 3 of the Bylaws shall be amended by deleting the present Article III, Section 3 and substituting therefor the following:

3. Annual Meetings. Annual Meetings shall be held at intervals of approximately twelve (12) months, with the exact time and location to be set by the Board of Managers.

FURTHER RESOLVED, that Article IV, Section 3, Subparagraph (d) shall be amended by deleting the existing Article IV Section (3) Subparagraph (d) and substituting in lieu thereof the following:

(d). To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value shall be determined at least once every three (3) years by one or more written appraisals. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$100,000.00 per person and \$300,000.00 per accident and \$50,000.00 property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their first mortgagees.

FURTHER RESOLVED, that Article IV, Section 4 shall be amended by deleting the existing Article IV, Section 4 and substituting in lieu thereof the following:

4. Managing Agent: The Board of Managers may employ for the Association a Managing Agent on an annual basis, subject to dismissal upon thirty (30) days notice, at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to the duties listed in paragraph three (3) of this Article.

FURTHER RESOLVED, that Article IV, Section 3 be amended by adding thereto a new subparagraph "(p)," as follows:

(p). To obtain and review competitive bids for all major services and contracts such as property management, security, trash collection, etc. at least once every two (2) years.

FURTHER RESOLVED, that Article IV, Section 6 be amended by deleting the existing Article IV, Section 6 and substituting in lieu thereof the following:

6. Vacancies: Vacancies on the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected at the next Annual Meeting of the Association to serve for the remainder of the original three (3) year term. Vacancies caused by the removal of a Manager by the Association shall be filled by a vote of the Association at the same meeting.

FURTHER RESOLVED, that Article IV, Section 5 be amended by adding to the existing Article IV, Section 5 the following paragraph:

"Nominations of candidates for Board positions shall be accepted by the Secretary both before and at the election meeting. Only those persons qualified to vote shall be eligible to run for and hold Board positions. Voters shall cast one vote for each Board position up for election. The person receiving the largest fraction of undivided interest voting in his favor, even if less than a majority, shall take the Board position with the greatest unexpired term of office. The person receiving the second largest vote shall take the position with the second longest unexpired term of office, and so on until all positions are filled. Ties shall be resolved by vote of the current Board of Managers.

FURTHER RESOLVED, that Article VII, Section 8, subparagraph (k) shall be amended by adding thereto the following provision:

"No owner shall make any changes or additions to his unit or alter its external appearance without prior approval of the Board."

FURTHER RESOLVED, that the preamble to Article VIII shall be amended by deleting the term "management company" wherever same is stated and substituting therefor "professional manager or management company."

FURTHER RESOLVED, that Article VIII, Section 3, subparagraph (g) be amended by deleting the existing subparagraph (g) and substituting therefor the following:

(g) Represent an absentee owner at meetings of the Board or Association when requested.

FURTHER RESOLVED, that Article VIII, Section 3, be amended by adding thereto a new subparagraph (i) as follows:

(i) Distribute or deliver to the owners and residents communications from the Board of Managers and the Association.

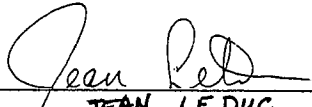
FURTHER RESOLVED, that Article XII be amended by deleting same in its entirety and the following substituted therefor:


XII. The Registered Agent and the Registered Office of the Association shall be specified by the Board of Managers.

FURTHER RESOLVED, that Article XIII be amended by deleting same in its entirety and substituting therefor the following:

XIII. "The person who shall be authorized to execute any and all instruments of conveyance or encumbrance, including the promissory notes, shall be any two of the President, Secretary and Treasurer of the Association."

TO CERTIFY WHICH witness my hand this 23 day of July, 1986.


JEAN LE DUC Secretary
New Castle at Towne Plaza Homeowners
Association, Inc.


ROBERT L. SKINNER President
New Castle at Towne Plaza Homeowners
Association, Inc.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23 day of JULY, 1986, by JEAN LEDUC, Secretary of New Castle at Towne Plaza Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Julia James
Notary Public in and for
the State of Texas

JULIA JAMES
My Commission Expires: 1-30-89

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23 day of JULY, 1986, by ROBERT L. SKINNER, President of New Castle at Towne Plaza Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Julia James
Notary Public in and for
the State of Texas

JULIA JAMES
My Commission Expires: 1-30-89

NEW CASTLE AT TOWNE PLAZA
SECOND AMENDMENT TO THE BY-LAWS
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 154 PAGE 19

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

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number on the day and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

SEP 8 1986



Quita Rodhammer
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RECORD & RETURN TO

RICHARD C. LIENS
FRANK, ELMORE & LIENS
808 TRAVIS SUITE 2500
HOUSTON TX 77002

NOTICE

SECRETARY'S CERTIFICATE OF
New Castle at Towne Plaza Homeowners Association, Inc.

W

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

10/16/00 300459074 U680199 \$29.00
KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of New Castle at Towne Plaza Homeowners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for New Castle at Towne Plaza", filed for record under County Clerks File No. F864522, Volume 91, Page 96 et seq., of the Condominium Records of Harris County, Texas, and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto"

- (1). Articles of Incorporation for New Castle at Towne Plaza Homeowners Association, Inc.
- (2). Rules and Regulations for New Castle at Towne Plaza Homeowners Association, Inc.
- (3). Parking and Towing Policy for New Castle at Towne Plaza Homeowners Association, Inc.
- (4). Corporate Resolution – Application of Funds

29
K

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 29 day of September, 2000.

Maria Chamberlin
Maria Chamberlin, Secretary of
New Castle at Towne Plaza Homeowners Association,
Inc., a Texas non-profit Corporation

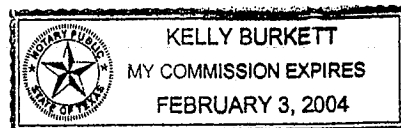
W

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of September, 2000, by Maria Chamberlin, Secretary of New Castle at Towne Plaza Homeowners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

Kelly Burkett
Notary Public in and for the State of Texas

Record and Return to: New Castle at Towne Plaza Homeowners Association, Inc.
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074





535-23-1366

The State of Texas
Secretary of State

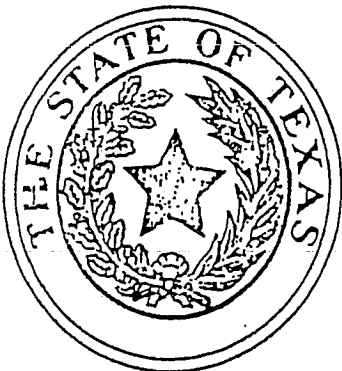
CERTIFICATE OF INCORPORATION
OF

NEW CASTLE AT TOWNE PLAZA HOMEOWNERS ASSOCIATION, INC.
CHAPTER NUMBER 432886

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 APR. 14, 1978



M. C. Osh

Secretary of State

BJR

(1)