

**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR MEMORIAL BEND PLACE CONDOMINIUM**

This Amendment amends: "The Declaration of Condominium for Memorial Bend Place Condominium," recorded under Film Code No. 188188, in the Condominium Records of Harris County, Texas.

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

**KNOW ALL MEN BY THESE PRESENTS:**

This Amendment to The Declaration of Condominium for Memorial Bend Place Condominium, dated as of the date shown below, is made and executed by the undersigned Declarant (as hereinafter defined) for Memorial Bend Place Condominium, pursuant to Article 20 of the Declaration, to-wit:

**WITNESSETH:**

**WHEREAS**, TCR Memorial Bend Holdings Limited Partnership, a Texas limited partnership, as Declarant, heretofore executed that certain "Declaration of Condominium for Memorial Bend Place Condominium" dated May 12, 2004, recorded May 13, 2004, under County Clerk's File No. X609177 of the Real Property Records/Film Code No. 188188 of the Condominium Records of Harris County, Texas (hereinafter called "the Declaration"); and

**WHEREAS**, the Declaration covers those residential units described in and set forth in the Declaration, constituting the Development known and described herein as "Memorial Bend Place Condominium"; and

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**WHEREAS**, Article 20, Section D of the Declaration provides that the Declarant shall have the continuing right to amend the Declaration for the purpose of clarifying or resolving any ambiguities, conflicts, or errors and other matters set forth in such Article; and

**WHEREAS**, pursuant to Article 20, Section D of the Declaration, the undersigned Declarant agrees that the Declaration shall be amended in the following manner; and

**NOW, THEREFORE**, for and in consideration of the premises, the Declarant hereby amends the Declaration as follows:

1. Article 1, Paragraph SS shall be amended by deleting the existing Article 1, Paragraph SS and substituting in lieu thereof:

"SS. Special Assessments. Assessments other than those described in Section 11.A. hereof."

2. Articles 4, Paragraph A(i) shall be amended by adding thereto the following provision:

"As used in this subparagraph (i), "flooring components of the floors between the first and second floor and between the second and third floor" which are the responsibility of an Owner to maintain, repair, and replace shall include, without limitation, the following: all trusses, beams, and supports which serve only the Owner's Unit; all plywood decking; any and all lightweight concrete surfacing on such decking, and any other components constituting such flooring which serves only the Owner Unit."

Further, as a clarification as to the Owners responsibility to maintain, repair, and replace exterior doors, garage doors, interior and exterior window fixtures: such maintenance, repair, and replacement responsibility shall also include any and all threshold(s), framing surrounding such doors and windows, door frames and window frames.

3. Article 4, Paragraph A(i) shall be amended by deleting the last sentences of subparagraph (i) and replacing in lieu thereof:

"Should an Owner fail to maintain or repair his/her/their/its Unit or any portion of the Limited Common Elements appurtenant to such Unit, the Board may effectuate same and assess the Owner for the cost thereof, plus a service charge equal to ten percent (10%) of the cost."

4. Article 4, Paragraph C shall be amended by adding thereto the following:
- "Notwithstanding anything to the contrary in this Paragraph C, clarification is hereby made that water is also sub-metered and the cost of same is billed by the Association to each Owner."
5. Article 7, Paragraph C shall be amended by adding thereto the following:
- "Provided however, that any Owner attending a meeting of the Association (whether in person or by proxy) not entitled to vote pursuant to the terms of this paragraph shall be counted toward, and shall be included for quorum purposes."
6. Article 11, Paragraph C shall be corrected by deleting the existing last sentence of Paragraph 11C of the Declaration and substituting in lieu thereof the following:
- "Upon purchasing a Unit, the purchaser shall deliver to the Association an amount, which shall be non-refundable, equal to two (2) months Assessments, which will be added to the Replacement Reserve Fund; provided, however, that such payment shall not be required in connection with a sale where a working capital fund payment has been collected pursuant to Article 18G hereof."
7. Article 11, Paragraph H shall be corrected by adding thereto the following:
- "The late fees as authorized by this Paragraph shall not be less than \$25.00."
8. Article 11, Paragraph I(ii) shall be amended by deleting the second to the last sentence thereof and replacing same with the following:
- "Any lease entered into by the purchaser of a Unit at a sale foreclosing an assessment lien is subject to the right of redemption provided by this Section and the Unit Owners' right to re-occupy the Unit within a reasonable time (at least 30 days) after the redemption."
9. Article 11, Paragraph L shall be amended by deleting the existing Paragraph L and substituting in lieu thereof the following:
- "L. Statement of Assessments. The Association, or its managing agent, or its representative shall, upon payment to the Association, its managing agent, or its representative of a reasonable fee as approved by the Board from time to time, furnish to any prospective purchaser or Mortgagee of any Unit, at the written request of the

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Owner, a written statement as to the amount of the Assessments for Common Expense which have become due and are unpaid up to a given date with respect to the Unit to be sold or mortgaged. In the case of a sale, the purchaser shall not be liable nor shall the Unit purchased be subject to any lien for any unpaid Assessment which has become due and is not shown on such statement for the period of time covered thereby; however, the selling Owner shall remain personally liable for same."

10. Article 14, Paragraph B(v) shall be amended as follows:

This subparagraph (v) shall be corrected and clarified so as to delete the second to the last sentence thereof and to replace it with the following: "In the event damage to all or any part of the interior of an Owners Unit is covered by insurance held by the Association for the benefit of such Owner, then this Association shall, subject to the provisions of subsection (iv) immediately above, begin construction or repair of such damage upon receipt of the insurance proceeds or any portion thereof; the Association reserving the right to allow such Owner to perform all or portions of such Work subject to the right of the Association and the Unit's First Mortgage to supervise, approve, and disapprove such reconstruction or repair during the course thereof."

11. Article 15, Paragraph G shall be amended by clarifying that there are not presently storage spaces as referenced therein.

12. Article 23, Paragraph G shall be amended by adding thereto the following:

"Monitoring Devices" as used in the foregoing provision shall specifically include, without limitation, carbon monoxide detectors."

13. Article 23, Paragraph K shall be amended by adding thereto the following:

"Notwithstanding anything to the contrary herein, notices may also be delivered by "e-mail."

The foregoing amendments, having been approved, verified and accepted by the undersigned Declarant, the Declaration, as modified and amended hereby, is hereby ratified and confirmed as originally filed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 21<sup>ST</sup> day of

March, 2005.

DECLARANT:

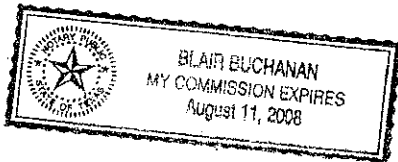
TCR MEMORIAL BEND HOLDINGS LIMITED PARTNERSHIP, a Texas Limited Partnership

By: TCR GC Memorial Bend, Inc., its General Partner

By: B P M  
Name: Brian P. Austin  
Title: Vice President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21 day of MARCH, 2005, by Brian P. Austin, Vice President of TCR GC Memorial Bend, Inc., the sole general partner of TCR MEMORIAL BEND HOLDINGS LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said limited partnership in the capacity stated above.



Blair Buchanan  
Notary Public - State of Texas

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR MEMORIAL BEND PLACE CONDOMINIUM

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
MINIUM RECORDS OF COUNTY CLERK

191148  
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MEMORIAL BEND PLACE  
CONDOMINIUM-FIRST AMENDMENT  
TO DECLARATION OF CONDOMINIUM

THIS IS PAGE 1 OF 2 PAGES  
SECTION 16X CAMERA DESIGNATION MRGB

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  
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



MARCH 23, 2005  
*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

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.

7/13/2007

FRANK, ELMORE, LIEVENS, CHESNEY  
& TURET, L.L.P.

JERRY L. ELMORE  
RICHARD C. LIEVENS  
WILLIAM S. CHESNEY, III  
CHARLES S. TURET, JR.  
DAVID W. HANNAH, JR.  
KRISTI A. SLAUGHTER

ATTORNEYS AT LAW  
NIELS ESPERSON BUILDING  
808 TRAVIS STREET, SUITE 2600  
HOUSTON, TEXAS 77002-5778  
TELEPHONE: (713) 224-9400  
FACSIMILE: (713) 224-0609

OF COUNSEL:  
EDWIN H. FRANK, JR., P.C.  
WILLIAM L. VANFLEET, II  
RICHARD C. YOUNT

July 17, 2007

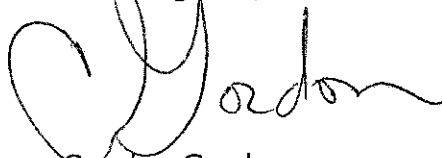
Association Management, Inc.  
Attn: Jeff Rogers  
9575 Katy Freeway, Suite 130  
Houston, Texas 77024

- IN RE:**
- (i) Secretary's Certificate As to Fining Policy for Memorial Bend Place Condominium Association, Inc.**
  - (ii) Certificate of Corporate Resolution of Board of Directors Piney Point Place Owners Association, Inc. (Relating to the payment of water bills, levy of unpaid water bill charges as Assessments, and requiring the payment of a deposit for the furnishing of water)**

Dear Jeff:

Enclosed please find the recorded original of the (i) Secretary's Certificate for Memorial Bend Place Condominium Association, Inc. and (ii) Certificate of Corporate Resolution for Piney Point Place Owners Association, Inc..

Best Regards,



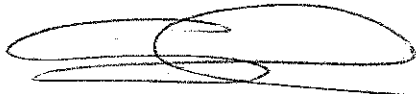
Carolyn Gordon  
Assistant to Richard C. Lievens

/cg  
Enclosures

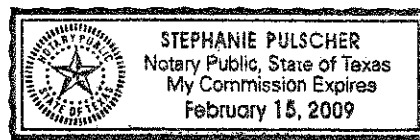
12-13-2007

THE STATE OF TEXAS     §  
                                         §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 30<sup>th</sup> 99 day of May 2007, by Richard C. Lievens, Secretary of Memorial Bend Place Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

  
Notary Public in and for the State of Texas

**RECORD AND RETURN TO:**  
Frank, Elmore, Lievens,  
Chesney & Turek, L.L.P.  
Attn: Richard C. Lievens  
808 Travis, Suite 2600  
Houston, Texas 77002



OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDOMINIUM RECORDS OF COUNTY CLERK

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MEMORIAL BEND PLACE CONDOMINIUM  
ASSOCIATION INC. FINING POLICY

THIS IS PAGE 1 OF 1 PAGES

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**SECRETARY'S CERTIFICATE**

**AS TO FINING POLICY  
FOR MEMORIAL BEND PLACE CONDOMINIUM ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

**KNOW ALL MEN BY THESE PRESENTS:**

The undersigned, being the duly elected, qualified, and acting Secretary of **MEMORIAL BEND PLACE CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Condominium for Memorial Bend Place Condominiums" filed under Film Code 188188 of the Condominium Records of Harris County, Texas, together with all amendments thereto as (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 attached Exhibit "A" constitutes a true, correct copy of the Fining Policy duly adopted by the Board of Directors (the "Board") at a duly called meeting held on May 29, 2007. Such Policy is being recorded in the Public Records of Harris County, Texas pursuant to the requirements of §202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 29 day of May, 2007.

Kimberly Morris  
Secretary of Memorial Bend Place  
Condominium Association, Inc., a Texas  
non-profit corporation

*Kimberly Morris, Secretary*

UNDER THE POWERS GRANTED TO THE MEMORIAL BEND PLACE CONDOMINIUM ASSOCIATION, INC. UNDER THE UNIFORM CONDOMINIUM ACT, SPECIFICALLY SECTION 82.102 (POWERS OF UNIT OWNERS ASSOCIATION), THE BOARD OF DIRECTORS HAS ADOPTED THE FOLLOWING FINING POLICY WHICH MAY BE IN ADDITION TO ANY OTHER PREVIOUSLY PUBLISHED ASSOCIATION DOCUMENTS SUCH AS THE DECLARATION, BY LAWS, AND RULES AND REGULATIONS EFFECTIVE MAY 1, 2007.

## ENFORCEMENT

### FINES AND OTHER CHARGES FOR VIOLATIONS OF RULES AND REGULATIONS, DECLARATIONS OR BY LAWS OF THE MEMORIAL BEND PLACE CONDOMINIUM ASSOCIATION, INC.

For the first violation of a particular Rule, a letter will be sent to the Unit Owner/Resident describing the Rules/policy infraction.

The Unit Owner will be notified that he/she will have (30) days in which to request a hearing before the Board of Directors to contest the fine or damage charge. Whether or not there is a request for a hearing, the Unit Owner will be put on notice (in the first letter) that he/she has thirty (30) days from the date of the first letter to cure the violation.

In the event the violation is cured as directed, the Owner shall not be penalized. If the violation is not cured within thirty (30) days, a fine will be imposed.

If the violation is not cured and the fine not paid, the Owner's voting privileges will be suspended until the violation is cured. In addition, the Board of Directors may pursue legal remedies.

For second and subsequent violations (of the same offense) within twelve (12) months from the first letter, a new letter will be sent to the Unit Owner/Resident describing the duplicate Rules/policy infraction.

The Unit Owner and Resident are put on notice that they have thirty (30) days from the date of the letter to cure the violation; within the same period, the owner may request a hearing before the Board of Directors or its representative (the right to a hearing will be determined by the Board).

In the event the violation is cured as directed, the Owner shall not be penalized. In the event the violation is not cured, a fine that is double the first offense fine amount will be imposed. The Unit Owner will have thirty (30) days in which to pay the fine.

If the violation is not cured and the fine is not paid within thirty (30) days, the Unit Owner's voting privileges will be suspended until the violation is cured and the fine paid. The Board may pursue legal remedies.

Exhibit

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A \$50.00 fine will be imposed on all first violations of the Rules and Regulations, Declaration, and/or By Laws. Second and subsequent violations will be assessed a \$100.00 fine.

Finally, nothing herein shall prevent modification of the above stated Association policy at any time, prospectively but not retroactively, by action of the Board of Directors.

ATTEST

3-15-07  
DATE

[Signature]  
PRESIDENT

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

\_\_\_\_\_  
Notary Public

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8:00 AM

JUL - 9 2007

[Signature]  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS  
THE SALE, RENTAL, OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF  
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WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
OF TEXAS  
HARRIS }  
fy that this instrument was FILED in File Number  
date and at the time stamped hereon by me; and was  
in the Official Public Records of Real Property of  
exas on

July 09, 2007  
Beauy B. Kaufman  
COUNTY CLERK  
HARRIS COUNTY TEXAS

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 blackouts, additions and changes were present at the time the instrument was filed and recorded.

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Page 2