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## CONDOMINIUM INFORMATION STATEMENT

**PURCHASER, READ THIS DOCUMENT FOR YOUR OWN PROTECTION.  
IT CONTAINS INFORMATION REQUIRED BY STATUTE FOR ALL  
TEXAS CONDOMINIUMS CREATED AFTER JANUARY 1, 1994.**

**NAME OF CONDOMINIUM:** Marlowe Condominiums

**LOCATION OF CONDOMINIUM:** 1211 Caroline Street  
Houston, Harris County, Texas 77002

**NAME OF DECLARANT:** Marlowe VP, LP, a Texas limited partnership

**ADDRESS OF DECLARANT:** 1210 West Clay, Ste. 10  
Houston, Texas 77019

EFFECTIVE DATE OF CONDOMINIUM INFORMATION STATEMENT: APRIL 8, 2015

*Amended October 1, 2018*

This Condominium Information Statement presents certain information regarding the condominium development and the Units being offered for sale by the Declarant. It consists of two parts: a narrative portion and an exhibits portion. The exhibits include legal documents that are required for the creation and operation of Marlowe. The exhibits will control any inconsistency between the exhibits and the narrative. The Declarant's representatives are prohibited from changing or attempting to interpret any of the terms and conditions of this Condominium Information Statement.

The Condominium Information Statement is not intended to be all-inclusive or to address every significant feature of Marlowe. Because purchasing real property is an important decision, the purchaser is encouraged to review this Condominium Information Statement with an attorney and to consult other sources for information not covered by the Condominium Information Statement.

Under limited circumstances, a purchaser has a five-day period after receiving the Condominium Information Statement during which the purchaser may cancel the contract of sale and obtain full refund of any money deposited in connection with the contract. This right to cancel does not apply if the purchaser received the Condominium Information Statement before signing the contract and if the contract contains an underlined or bold-print provision acknowledging the

purchaser's receipt of the Condominium Information Statement and recommending that the purchaser read the Condominium Information Statement before signing the contract. If the purchaser elects to cancel, notice of cancellation must be given pursuant to Section 82.156 of the Uniform Condominium Act (Texas Property Code, [chapter 82]).

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**CONDOMINIUM INFORMATION STATEMENT**  
**MARLOWE CONDOMINIUMS**

**I. Names and Principal Addresses**

*Declarant:*

Marlowe VP, LP  
1210 West Clay, Ste. 10  
Houston, Texas 77019

The condominium project (“**Marlowe**” or the “**Condominium**”) is located at 1211 Caroline, Houston, Harris County, Texas 77002 (the “**Property**” as more particularly described on Exhibit “A” to the Declaration (as hereinafter defined)).

**II. Description of the Condominiums**

*A. General Description*

Marlowe is being constructed as a 20-story luxury residential condominium building, with 7 levels of parking and 13 floors of residential units, varying in size and layout. There are 11 floorplans, with units ranging in size from approximately 695 sq. ft. – 2,919 sq. ft., exclusive of balconies or terraces.

**Notwithstanding any other information (including, without limitation, any marketing, sales, advertising, brochures or similar information), all prices, building design, architectural renderings, plans, amenities, features and specifications of any and all improvements to any part of the Condominium or Property are subject to change without notice.**

*B. Types of Units*

The condominium units will be 1 story, with the exception of a penthouse unit that may be 2 stories. There will be 11 floorplans, and all units will have a balcony or terrace.

*C. Maximum Number of Units*

Marlowe, as described in the attached Declaration, contains 94 Units.

### **III. Documents**

Unless otherwise noted, copies of the following documents are attached to this statement and incorporated by reference.

*A. Declaration.*

The Declaration of Marlowe is attached as Exhibit A.

*B. Certificate of Formation.*

The Certificate of Formation of Marlowe Condominium Owners Association is attached as Exhibit B.

*C. Bylaws.*

The Bylaws of the Marlowe Condominium Owners Association are attached as Exhibit C.

*D. Rules.*

The Rules of Marlowe Condominium Owners Association are attached as Exhibit D. These are the initial rules of the Association adopted at the organizational meeting of the Association.

*E. Contracts, other than loan documents that are required by the Declarant to be signed by purchaser at closing.*

There are no leases or contracts, other than loan documents, to be executed by the purchaser at closing. The Declarant does require the purchaser to sign an affidavit at closing. The

purpose of the affidavit is to induce lenders to make mortgage loans on Units, to induce title insurance companies to issue policies with respect to the Units, and to affirm purchasers' understanding of the nature and condition of the property they are purchasing. A Purchaser's Affidavit form is attached as Exhibit E.

#### **IV. Projected Budget**

##### *A. Budget.*

The projected budget for the estimated expenses for the first fiscal year of the Association following the date of the conveyance of the first unit to a purchaser is attached as Exhibit F. All budgets are based upon estimates and assumptions from variable data, both historical and projected, relating to expenses, income and occupancy and are subject to change at any time.

##### *B. Preparer.*

The original initial projected budget was prepared by Jervon Young, with Randall Davis Company. The project initial budget was updated October 1, 2018.

##### *C. Assumptions About Occupancy.*

The projected budget is based on the assumption that all Marlowe condominium units are occupied for all or most of the budget year.

##### *D. Assumptions About Inflation.*

All budgets are based on a 100 percent net collection rate and the estimates are in current dollars unadjusted for possible inflation.

#### **V. Liens, Leases, or Encumbrances**

Title to the Condominium will be subject to the following:

##### *A. Deed of Trust and/or other security instruments granted by Declarant, to be recorded*

in the Official Public Records of Real Property of Harris County, Texas, to secure any loan for development of the Condominium.

*B.* The Declarant's right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the condominium property for the purpose of furnishing utility and other services to the Condominium, and parking and access easements for the benefit of the owner of adjoining property for retail parking and access.

*C.* The Declarant's right to grant easements to public utility companies for the purpose of furnishing utility and other services to the Condominium.

*D.* Taxes, including any reassessment or reallocation from the creation of the Condominium, which become due and payable after the date of conveyance of each Unit.

*E.* The Declarant's rights to grant easements to the owner of the adjoining properties for the purpose of parking in and access to the parking facility to be constructed by Declarant and located in the Condominium.

*F.* Easements and encumbrances as set forth in the Declaration.

## **VI. Written Warranty**

The Limited Warranty to be provided by the Declarant is attached as Exhibit G.

## **VII. Unsatisfied Judgments or Pending Suits**

Declarant does not have actual knowledge of any unsatisfied judgments against the Association or of any pending suits to which the Association is a party or which are material to the land title and construction of the Condominium.

## **VIII. Insurance Coverage Provided for the Benefit of Unit Owners**

In accordance with Section 82.153(a)(10) of the Uniform Condominium Act (Texas Property

Code, Chapter 82), the following is a statement of the insurance coverage to be provided for the benefit of Unit Owners. Additionally, there are some suggestions which you may wish to take into consideration when purchasing a Unit. The effective date of the coverage will be upon execution of the Declaration and will expire at the end of the calendar year after its effective date.

A. *Property Insurance.* Property insurance on the Units and insurable common elements insurance against all risks of direct physical loss commonly insurance against, including fire and extended coverage, in a total amount of at least 100% of the replacement cost or actual cash value of the Condominium; and

B. *Commercial General Liability Insurance.*

- a. Bodily Injury and Property Damage Liability: \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate.
- b. Personal Injury Liability & Advertising Injury Liability.
- c. Fire Damage Legal Liability: \$100,000.00 per occurrence.
- d. Medical Payment: \$5,000.00 per person.
- e. Non-owned Auto: \$500,000.00 combined single limit.

We are not providing liability coverage for accidents or occurrences that occur within that portion of the premises which is reserved for an owner's exclusive use and occupancy.

Because of the exclusions in the master policy, you are required to consult with your own agent about purchasing a policy to cover the following exposures:

- a. Value of household and personal property.
- b. Additional living expense.
- c. Personal injury.
- d. Loss assessment coverage.
- e. Value of jewelry, furs, silverware, fine art.
- f. Business interruptions.
- g. Value of betterments and improvements made or acquired at the expense of an individual Unit Owner.

Should a situation occur where you would like to present a claim under the master policy, or if you have any questions regarding your insurance coverage, please feel free to contact us.

## **IX. Fees or Charges for Use of Common Elements**

The Association's Board of Directors has the authority to impose charges for the use, rental, or operation of the Common Elements and other facilities related to the Condominium, in accordance with Section 6.2 of the Declaration. The Association's Board of Directors does not anticipate the imposition of any charges for the use or operation of the Common Elements, other than commercially reasonably rental rates for guest suite rentals.

## **X. General Information**

The exhibits which follow this narrative portion provide a more detailed description of the Condominium and the rights and obligations of the Unit Owner. The purchaser should carefully consider the exhibits, as well as this narrative portion of the Condominium Information Statement. If the purchaser does not understand any aspect of this Condominium Information Statement, the sales contract, and any other materials provided in connection with the sale of Units, the purchaser should obtain competent legal counsel.

The Declarant reserves the right to amend, in writing, the terms of this Condominium Information Statement. If the change may materially adversely affect a purchaser under contract who has received a Condominium Information Statement but who has not yet closed, the Declarant shall furnish a copy of the amendment to that purchaser before closing. This Condominium Information Statement may not be changed or modified orally.

## **XI. Notice (Texas Property Code Section 82.153)**

Notice is given pursuant to Texas Property Code Section 82.153(a)(12), that, because the Marlowe condominium project is located in a municipality with a population of more than 1.9 million, each Unit owner:

(A) as an alternative to personal service, may be served with process by the municipality or the municipality's agent for a judicial or administrative proceeding initiated by the municipality and directly related to the unit owner's property interest in the condominium by serving the unit owner at the unit owner's last known address, according to the records of the appraisal district in which the condominium is located, by any means permitted by Rule 21a, Texas Rules of Civil Procedure;

(B) shall promptly notify the appraisal district of a change in the unit owner's mailing address; and

(C) may not offer proof in the judicial or administrative proceeding, or in a subsequent related proceeding, that otherwise proper service by mail of the notice was not received not later than three days after the date the notice was deposited in a post office or official depository under the care and custody of the United States Postal Service.

**[REMAINDER OF PAGE BLANK]**

Dated: 4/8, 2015

**MARLOWE VP, LP**

By: Marlowe GP, LLC  
Its: General Partner

By: DC Partners, LLC  
Its: Manager

By:  
Name: Randall Davis  
Title: Pres of GP

**Declaration  
with Exhibits “A” – “C”**

*Stan Stanart*  
COUNTY CLERK

FIRST AMENDMENT TO  
DECLARATION OF  
MARLOWE CONDOMINIUMS

This instrument (the "Amendment") amends the Declaration of Marlowe Condominiums executed by MARLOWE VP, LP, a Texas limited partnership ("Declarant").

RECITALS:

A. Capitalized terms not defined herein shall have the definitions set forth in the Declaration.

B. The Declarant Control Period remains in effect as of the date of execution hereof, and Declarant remains the owner of all Units.

C. Construction of the Building is progressing, and Declarant desires to amend the Declaration to reflect various updates.

NOW THEREFORE, in accordance with the Declaration and the Texas Uniform Condominium Act, Declarant hereby amends the Declaration as follows:

1. Exhibits "A", "B" and "C" to the Declaration are hereby amended and replaced, respectively, with Exhibit "A", Exhibit "B" and Exhibit "C" attached hereto and incorporated herein by reference.

2. Section 5.1 of the Declaration is hereby amended and replaced with the following:

"Section 5.1 Number. The number of Units in the Condominium is 94."

3. Section 5.2 of the Declaration is hereby amended to correct the reference to the 4<sup>th</sup> floor to refer to the 10<sup>th</sup> floor.

4. The first sentence of Section 9.1(a) is amended and replaced with the following:

"For purposes of determining allocations of percentages of undivided interests in Common Elements that are attributable to each Unit ("Allocation Percentages"), the Units are divided into two (2) categories (each, a "Category"):

- I: Residential Units with up to 1,700 square foot interiors
- II: Residential Units with over 1,700 square foot interiors

Allocation Percentages are divided between the Categories according to the percentage that the total initial monthly assessments to be paid by the Category bears to the total initial monthly assessments to be paid by all Units. The Allocation Percentage for each Category is divided equally among Units within each Category as set forth on the chart included in Exhibit "B" attached hereto.

The chart of Allocation Percentages and initial monthly assessments contained in the third sentence of Section 9.1(a) is further amended and updated as follows:

1

Category	Number of Units in Category <sup>a</sup>	Initial Monthly Assessment Per Unit in Category	Initial Monthly Assessment Paid By Category	Total Category Allocation Percentage	Allocation Percentage of each Unit in Category
I	85	\$800.00	\$68,000.00	87.2914%	1.0270%
II	9	\$1,100.00	\$9,900.00	12.7086%	1.4121%
	94		\$77,900.00	100.00%	

5. The first sentence of Section 9.1(c) is amended to clarify and provide that one (1) vote is allocated to each Unit.

6. Section 6.1 inadvertently contains two (2) subparts labeled (d). Both such subparts are hereby deleted and replaced with the following, to clarify procedures for the assignment of parking spaces and storage spaces to Unit Owners during and after the Declarant Control Period:

"(d) Parking spaces and storage spaces as reflected on the Plat and/or Plan are General Common Elements for the non-exclusive, unreserved use by Unit owners or invitees, subject to any applicable development rights and to assignment. Overflow parking will be handled by valet parking. Upon assignment of a parking space or storage space to a Unit Owner, such parking space and/or storage space becomes a Limited Common Element appurtenant to such Unit. Parking space assignments and storage space assignments are to be made by written instrument in recordable form, a copy of which shall be provided to the Association. The Association shall maintain a current list of such assignments and is authorized to record such list and supplements and amendments thereto. During the Declarant Control Period, the Declarant has the right to make such assignments and to retain all sales proceeds and consideration in connection therewith. After the Declarant Control Period, the Association has the right to make such assignments and to retain all sales proceeds and consideration in connection therewith. Declarant, during the Declarant Control Period, and thereafter the Board of Directors, reserves the right to adopt reasonable rules and regulations governing the parking and storage areas, including without limitation, issuing stickers distinguishing between vehicles with reserved and unreserved parking spaces.

7. Section 6.5 is hereby amended and replaced with the following:

"Section 6.5 Guest Suite.

"(a) The Guest Suite will be available to Unit Owners to reserve for use by their guests on a temporary basis, subject to reasonable and customary rules and rental rates for such accommodations established by the Declarant during the Declarant Control Period and then by the Board of Directors. Unit Owners shall have the non-exclusive right, on a first-come, first-served basis, to reserve the Guest Suite.

2

8. Section 8.3(a) is hereby amended and replaced with the following:

"(a) Subject to Section 8.3(b), there shall be a period of Declarant control of the Association during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of Board of Directors. The period of Declarant control (which may also be referred to as the "Declarant Control Period") terminates not later than the earlier of the 120<sup>th</sup> day after conveyance of 75% of the Units or ten (10) years after the first completed Unit is conveyed. Not later than the 120<sup>th</sup> day after conveyance of 50% percent of the Units that may be created to Unit Owners other than Declarant, not less than one-third of the Directors must be elected by Unit Owners other than the Declarant. Not later than the termination of the Declarant Control Period, the Unit Owners shall elect a Board of Directors of at least three (3) members, which Board of Directors shall elect Officers within 30 days of the end of the Declarant Control Period. The persons elected shall take office on election."

9. The following is added at the end of Section 9.1(b):

"Notwithstanding anything to the contrary Common Expenses will not be increased by more than nine percent (9.00%) annually without the affirmative vote or written consent of at least the majority of outstanding votes."

10. The following is added at the end of Section 9.1(c):

"Notwithstanding anything to the contrary, changes to this Article 9 must be approved by the affirmative vote or written consent of at least the majority of outstanding votes."

11. The following is added as a new Section 11.2(m):

"(m) No speakers may be installed in the demising wall or ceiling of any Unit unless such installation complies with rule D-14 of the Rules of the Association."

12. The following is added at the end of Section 17.2(d):

"Without limitation, the Association may assess against the Unit Owner the amount of any deductible in connection with an insurance claim by the Association for damage to Common Elements or property of another, to the extent caused by the negligence or misconduct of such Unit Owner, their tenants, contractors, or invitees."

13. The following is added at the end of Section 17.3:

"Notwithstanding anything to the contrary Common Expenses will not be increased by more than nine percent (9.00%) annually without the affirmative vote or written consent of at least the majority of outstanding votes."

14. The second sentence of Section 17.6 is deleted and replaced with the following:

"Declarant shall pay the pro rata share of assessments for all unsold Units beginning one hundred eighty (180) days after the first completed Unit (excluding shell or partially constructed units) is

conveyed and continuing thereafter until Declarant has sold or conveyed all Units owned by Declarant. Until Declarant has sold or conveyed all Units owned by Declarant, the monthly Common Expense assessments for each unoccupied Unit owned by Declarant shall equal 75 percent (75%) of the monthly Common Expense assessments applicable to other Units in the applicable Category."

15. The following is added at the end of Section 17.6:

"Declarant may advance all or part of certain Common Expenses for the benefit of the Units, including, without limitation, deposits and prepayments for the Teal system and insurance premiums. Assessment prepayments due from each Owner upon conveyance of a Unit include each Owner's prorated portion of such amounts advanced by Declarant, and the Association shall reimburse Declarant for such amounts within sixty (60) days of transition of the Board of Directors in accordance with Section 8.3(b)."

16. The following is added at the end of Section 20.2 as a new sentence:

"Notwithstanding anything to the contrary, the Board of Directors may not adopt, amend or modify rules and regulations with regard to leasing Units in the Building unless expressly provided for in the Bylaws."

[REMAINDER OF PAGE BLANK]

OFFICE OF  
STAN STANART  
COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDONIUM RECORDS OF COUNTY CLERK

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MARLOWE CONDOMINIUMS FIRST AMENDMENT  
TO DECLARATION

THIS IS PAGE 1 OF 26 PAGES

SCANNER Context IQ4400

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Amended and Restated Declaration of Marlowe Condominiums to be executed by an authorized representative of Declarant this 18 day of October, 2018.

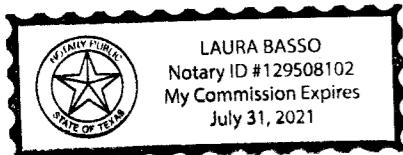
**MARLOWE VP, LP**

By: Marlowe GP, LLC  
Its: General Partner

By: Acho Azuk  
Printed Name: Acho Azuk  
Title: President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

Before me, the undersigned authority, on this 1 day of October, 2018, personally appeared Acho Azuk, as President of Marlowe GP, LLC, a Texas limited liability company that is the General Partner of Marlowe VP, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of such limited partnership.



Notary Public in and for the State of Texas

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

FIELD NOTE DESCRIPTION of a 0.3330 acre (14,507 square foot) tract of land located in the James Holman Survey, Abstract Number 323, City of Houston, Harris County, Texas and said 0.3330 acre tract of land being the same as the called 0.333 acre tract described in the deed to 1211 Caroline Street, LLC, recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20060269780, and being all of Lot 8 and out of and part of Lots 6, 7, 9 and 12 of Block 275, S.S.B.B. (unrecorded) Townsite of Houston, Harris County, said 0.333 acre tract being more particularly described by metes and bounds as follows: (The bearings and coordinates described herein are based on the Downtown Centerline Reference Rod System Revitalization, GFS NO. N-0645-04-3 and calculated from the following found control monuments oriented to the Texas Coordinate System, South Central Zone, NAD 1983:

3/4-inch brass rod found at the intersection of Polk Ave. and Hutchins St. (N 13837709.39, E 3124478.42)  
3/4-inch brass rod found at the intersection of Polk Ave. and Crawford St. (N 13838783.95, E 3122815.01)  
3-inch brass disk found at the intersection of Polk Ave. and Austin St. (N 13839139.45, E 3122261.70)  
3-inch brass disk found at the intersection of Austin St and McKinney Ave (N 13840007.25 E 3122819.83)  
3-inch brass disk found at the intersection of Austin St. and Capitol Ave. (N 13840802.94 E 3123335.67)

COMMENCING at City of Houston Monument Number 5457-7305 (Original Number 311) found marking the centerline of Polk Avenue and Crawford Street;

THENCE, North 57 degrees 08 minutes 23 seconds West, along the centerline of Polk Avenue (based on a width of 80 feet), a distance of 950.24 feet, to a point in the centerline of said Polk Avenue marking the extended southeasterly Right-of-Way (R.O.W.) line of Carolina Street (based on a width of 80 feet);

THENCE, North 32 degrees 52 minutes 00 seconds East, departing the centerline of said Polk Avenue, a distance of 40.00 feet, to an "X" cut in concrete set marking the POINT OF BEGINNING, the east corner of the intersection of the southeasterly R.O.W. line of said Carolina Street and the northeasterly R.O.W. line of said Polk Avenue, the west corner of said called 0.333 acre tract and the herein described tract;

THENCE, North 32 degrees 52 minutes 00 seconds East, departing the northerly R.O.W. line of said Polk Avenue and along the easterly R.O.W. line of said Carolina Street, a distance of 154.22 feet, to an "X" cut in concrete set marking the west corner of Tract 1, called part of Lot 9 and all of Lot 10 of aforesaid Block 275, S.S.B.B. described in the deed to Topek Family Partnership, Ltd., recorded under H.C.C.F. No. U912098, the north corner of said called 0.333 acre tract and the herein described tract;

1

Declarant Signature Page to  
First Amendment to Declaration of Marlowe Condominiums

THENCE, South 57 degrees 08 minutes 23 seconds East, departing the southeasterly R.O.W. line of said Carolina Street and along the common line of said called Tract 1 and said called 0.333 acre tract based on the Boundary Line Agreement recorded under Volume (Vol.) 1182, Page (Pg.) 442 of the Harris County Deed Records (H.C.D.R.), a distance of 100.00 feet, to a point in the northwesterly line of Tract VI, a called 0.1609 acre tract described in the deed to MIPS Investments, LLC, recorded under H.C.C.F. No. 20060253918 marking the south corner of said Tract 1, the most northerly northeast corner of said called 0.333 acre tract and the herein described tract, from which a 1-inch iron pipe found bears, North 83 degrees 24 minutes East, 0.24 feet;

THENCE, South 32 degrees 52 minutes 00 seconds West, along the common line of said called Tract VI and said called 0.333 acre tract, a distance of 29.22 feet, to an "X" cut in concrete set marking the west corner of said Tract VI, an interior corner of said called 0.333 acre tract and the herein described tract;

THENCE, South 57 degrees 08 minutes 23 seconds East, continuing along the common line of said called Tract VI and said called 0.333 acre tract, a distance of 4.25 feet, to a point in the southwesterly line of said Tract VI, marking the north corner of Tract 1, a called 15,770 square foot tract described in the deed to Golconda, recorded under H.C.C.F. No. M489042, an exterior corner of said called 0.333 acre tract and the herein described tract, from which a 5/8-inch iron rod with cap stamped "Miller 4222" found bears, South 53 degrees 03 minutes East, 0.25 feet;

THENCE, South 33 degrees 16 minutes 37 seconds West, along the common line of said called Tract 1 and said called 0.333 acre tract based on the Boundary Line Agreement recorded under Vol. 3193, Pg. 233, H.C.D.R., a distance of 70.57 feet, to a "V" cut in concrete set in the northwesterly line of said Tract 1, marking an exterior corner of said called 0.333 acre tract and the herein described tract;

THENCE, North 57 degrees 08 minutes 23 seconds West, departing the common line of said called Tract 1 and said called 0.333 acre tract, a distance of 25.74 feet, to a "V" cut in concrete set marking an interior corner of said called 0.333 acre tract and the herein described tract;

THENCE, South 32 degrees 52 minutes 00 seconds West, along the southeasterly line of said called 0.333 acre tract, passing at a distance of 4.43 feet, the north corner of the called 0.0287 acre tract described in the deed to 1701 Webster, Ltd., recorded under H.C.C.F. No. W475074, continuing a total distance of 54.43 feet, to a "PK" nail set in the northerly R.O.W. line of aforesaid Polk Avenue marking the west corner of said called 0.0287 acre tract, the south corner of said called 0.333 acre tract and the herein described tract, from which an "X" cut in concrete found bears, South 41 degrees 27 minutes West, 1.92 feet;

THENCE, North 57 degrees 08 minutes 23 seconds West, along the northeasterly R.O.W. line of said Polk Avenue, a distance of 78.00 feet, to the POINT OF BEGINNING and containing a computed area of 0.3330 acres (14,507 square feet) of land as depicted on the Land Title Survey dated: August 5, 2014, and revised May 11, 2015, prepared by West Belt Surveying, Inc., Project No. S789-0002A.

**EXHIBIT "B"**

[attached]

OFFICE OF  
STAN STANART  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDONIUM RECORDS OF COUNTY CLERK  
216824  
FILM CODE \_\_\_\_\_

MARLOWE CONDOMINIUMS FIRST AMENDMENT  
TO DECLARATION

THIS IS PAGE 2 OF 26 PAGES  
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**EXHIBIT "B"**  
**MARLOWE CONDOMINIUMS ALLOCATION PERCENTAGES**

Category	Initial Monthly Assessment	Number of Units in Category	Assessment Paid by Category	Allocation Percentage of Category	Allocation Percentage of Each Unit in Category
I	\$800.00	85	\$ 68,000.00	87.2914%	1.0270%
II	\$1,100.00	9	\$ 9,900.00	12.7086%	1.4121%
		94	\$ 77,900.00	100.0000%	

Unit #	Unit Name	Interior Sq. Ft.	Category	Allocation Percentage
803	Brando	938	I	1.0270%
804	Brando	975	I	1.0270%
805	Redford	1,235	I	1.0270%
806	Sinatra	989	I	1.0270%
807	Sinatra	1,001	I	1.0270%
808	Sinatra	989	I	1.0270%
901	Wayne	695	I	1.0270%
902	Grant	1,122	I	1.0270%
903	Brando	975	I	1.0270%
904	Brando	975	I	1.0270%
905	Redford	1,235	I	1.0270%
906	Sinatra	989	I	1.0270%
907	Sinatra	1,001	I	1.0270%
908	Sinatra	989	I	1.0270%
1001	Newman	1,393	I	1.0270%
1002	Connery	727	I	1.0270%
1003	Gable	1,178	I	1.0270%
1004	Brando	975	I	1.0270%
1005	Redford	1,235	I	1.0270%
1006	Sinatra	989	I	1.0270%
1007	Sinatra	1,001	I	1.0270%
1008	Sinatra	989	I	1.0270%
1009	Pacino	1,100	I	1.0270%
1101	Newman	1,393	I	1.0270%
1102	Connery	727	I	1.0270%
1103	Gable	1,178	I	1.0270%
1004	Brando	975	I	1.0270%
1105	Redford	1,235	I	1.0270%
1106	Sinatra	989	I	1.0270%
1107	Sinatra	1,001	I	1.0270%
1108	Sinatra	989	I	1.0270%

Allocation Percentages Exhibit - Page 1

Unit #	Unit Name	Interior Sq. Ft.	Category	Allocation Percentage
1109	Pacino	1,100	I	1.0270%
1201	Newman	1,393	I	1.0270%
1202	Connery	727	I	1.0270%
1203	Gable	1,178	I	1.0270%
1204	Brando	975	I	1.0270%
1205	Redford	1,235	I	1.0270%
1206	Sinatra	989	I	1.0270%
1207	Sinatra	1,001	I	1.0270%
1208	Sinatra	989	I	1.0270%
1209	Pacino	1,100	I	1.0270%
1301	Newman	1,393	I	1.0270%
1302	Connery	727	I	1.0270%
1303	Gable	1,178	I	1.0270%
1304	Brando	975	I	1.0270%
1305	Redford	1,235	I	1.0270%
1306	Sinatra	989	I	1.0270%
1307	Sinatra	1,001	I	1.0270%
1308	Sinatra	989	I	1.0270%
1309	Pacino	1,100	I	1.0270%
1401	Newman	1,393	I	1.0270%
1402	Connery	727	I	1.0270%
1403	Gable	1,178	I	1.0270%
1404	Brando	975	I	1.0270%
1405	Redford	1,235	I	1.0270%
1406	Stewart	1,478	I	1.0270%
1407	Stewart	1,416	I	1.0270%
1408	Pacino	1,100	I	1.0270%
1501	Newman	1,393	I	1.0270%
1502	Connery	727	I	1.0270%
1503	Gable	1,178	I	1.0270%
1504	Brando	975	I	1.0270%
1505	Redford	1,235	I	1.0270%
1506	Stewart	1,478	I	1.0270%
1507	Stewart	1,416	I	1.0270%
1508	Pacino	1,100	I	1.0270%
1601	Newman	1,393	I	1.0270%
1602	Connery	727	I	1.0270%
1603	Gable	1,178	I	1.0270%
1604	Brando	975	I	1.0270%
1605	Redford	1,235	I	1.0270%
1606	Stewart	1,474	I	1.0270%
1607	Stewart	1,416	I	1.0270%
1608	Pacino	1,100	I	1.0270%
1701	Newman	1,393	I	1.0270%
1702	Connery	727	I	1.0270%

Allocation Percentages Exhibit - Page 2

Unit #	Unit Name	Interior Sq. Ft.	Category	Allocation Percentage
1703	Gable	1,178	I	1.0270%
1704	Brando	975	I	1.0270%
1705	Redford	1,235	I	1.0270%
1706	Stewart	1,478	I	1.0270%
1707	Stewart	1,416	I	1.0270%
1708	Pacino	1,100	I	1.0270%
1801	Newman	1,393	I	1.0270%
1802	Gable (combined Unit)	1,905	II	1.4121%
1804	Brando	975	I	1.0270%
1805	Nicholson PH	2,108	II	1.4121%
1806	Nicholson PH	1,949	II	1.4121%
1808	Pacino	1,100	I	1.0270%
1901	Marlowe PH	2,967	II	1.4121%
1902	Marlowe PH	2,520	II	1.4121%
1903	Marlowe PH	2,579	II	1.4121%
2001	Marlowe PH	2,919	II	1.4121%
2002	Marlowe PH	2,433	II	1.4121%
2003	Marlowe PH	2,457	II	1.4121%
<b>TOTAL</b>				<b>100.00%</b>

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CONDONIUM RECORDS OF COUNTY CLERK

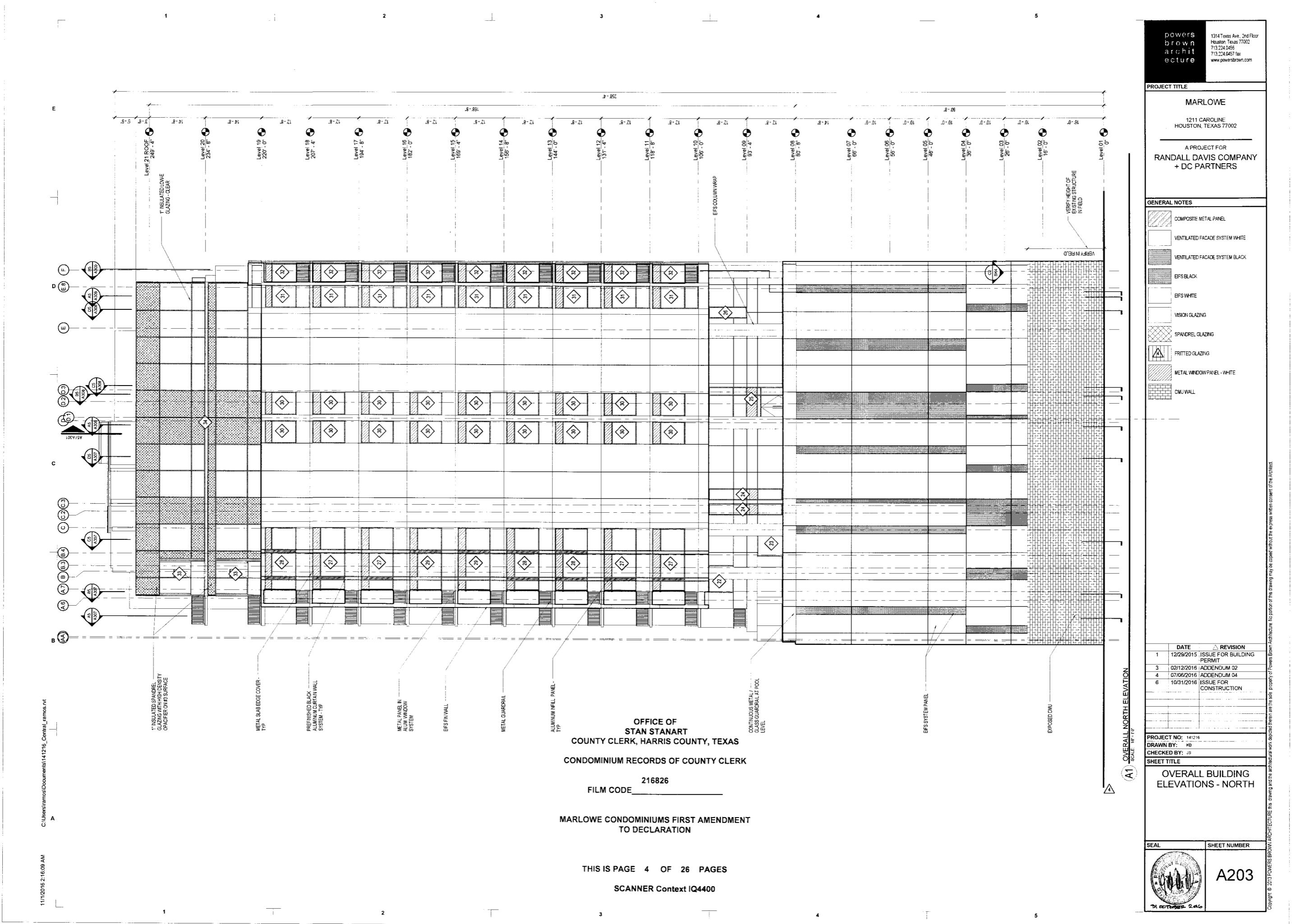
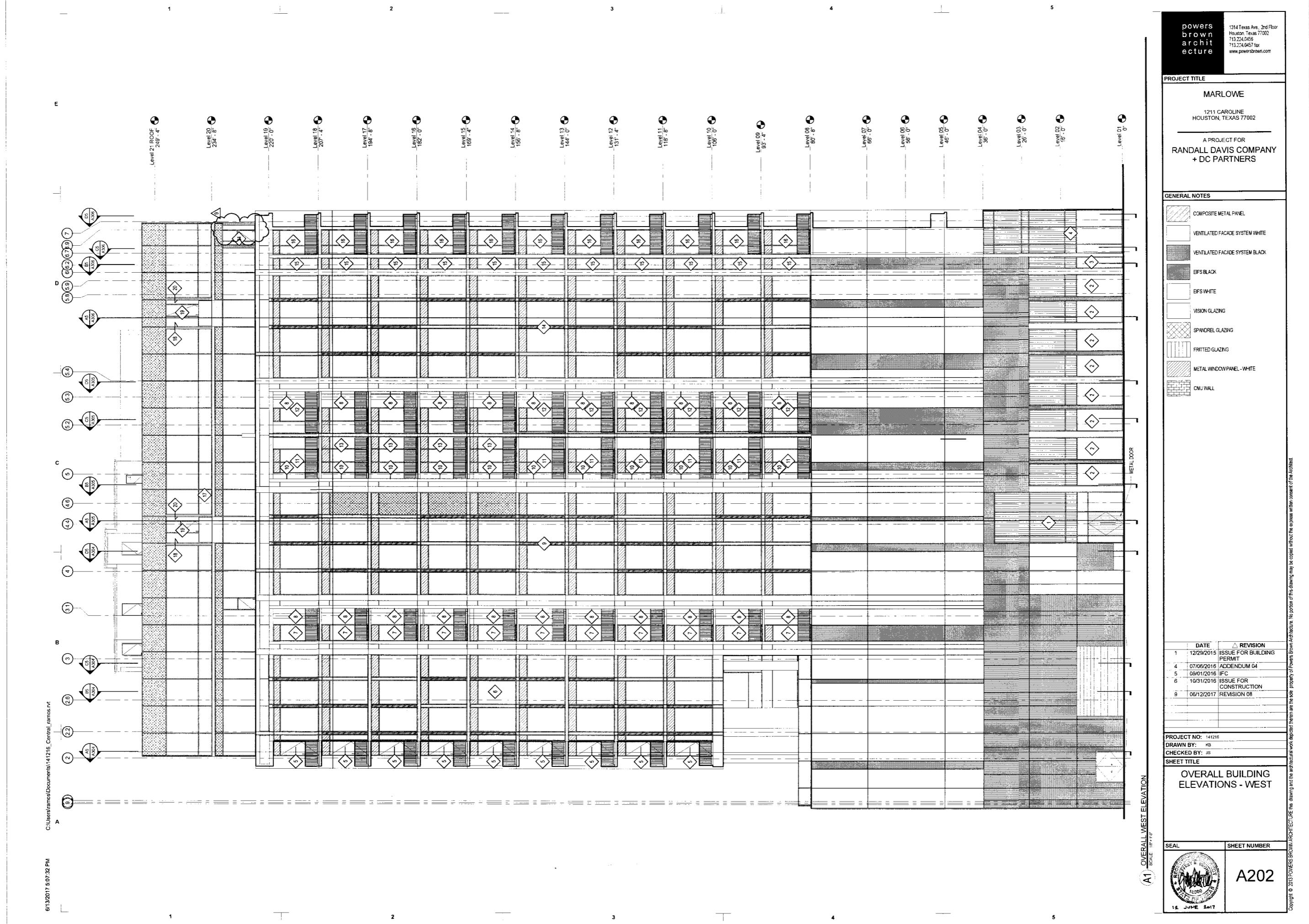
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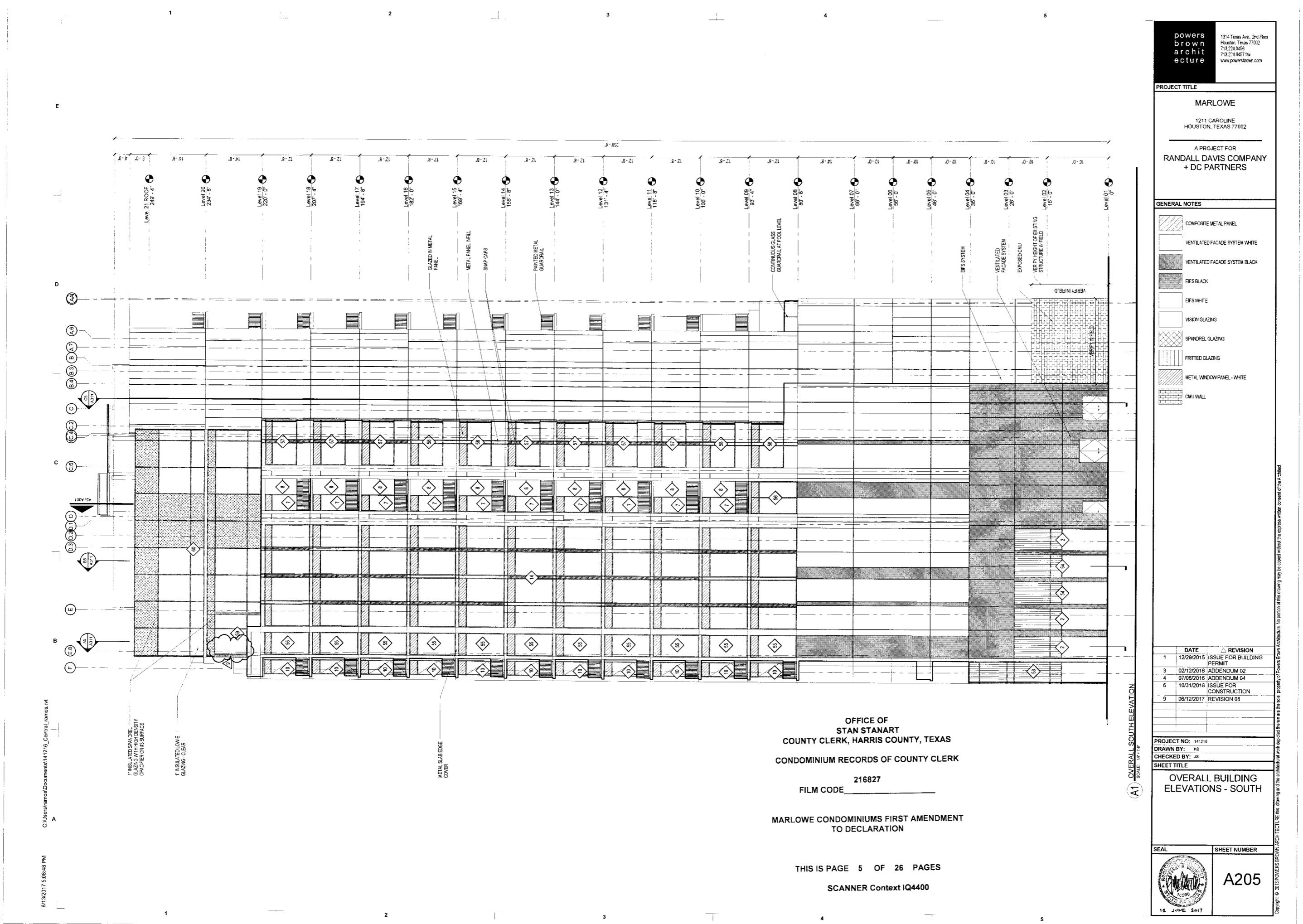
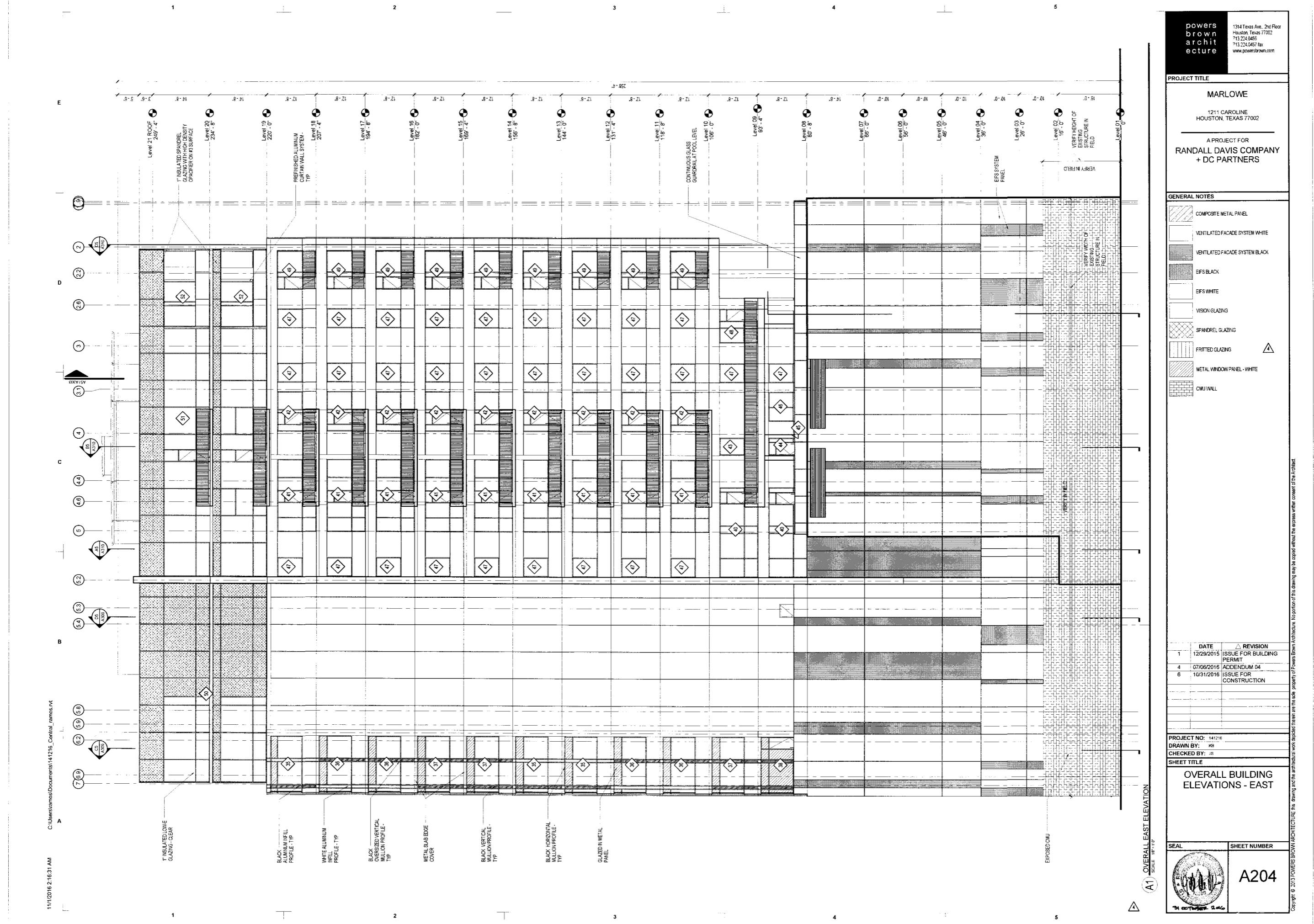
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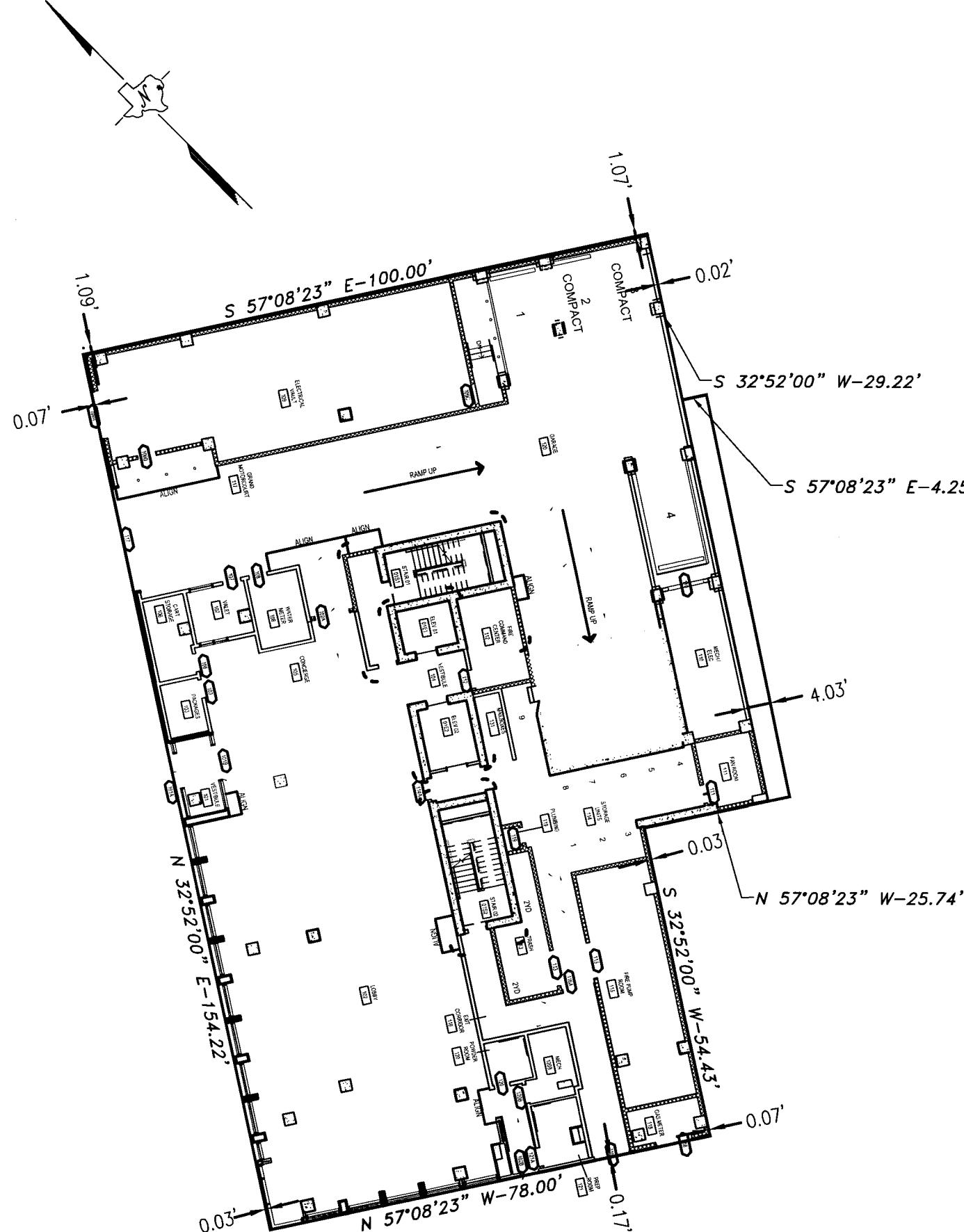
MARLOWE CONDOMINIUMS FIRST AMENDMENT  
TO DECLARATION

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MARLOWE CONDOMINIUMS FIRST AMENDMENT  
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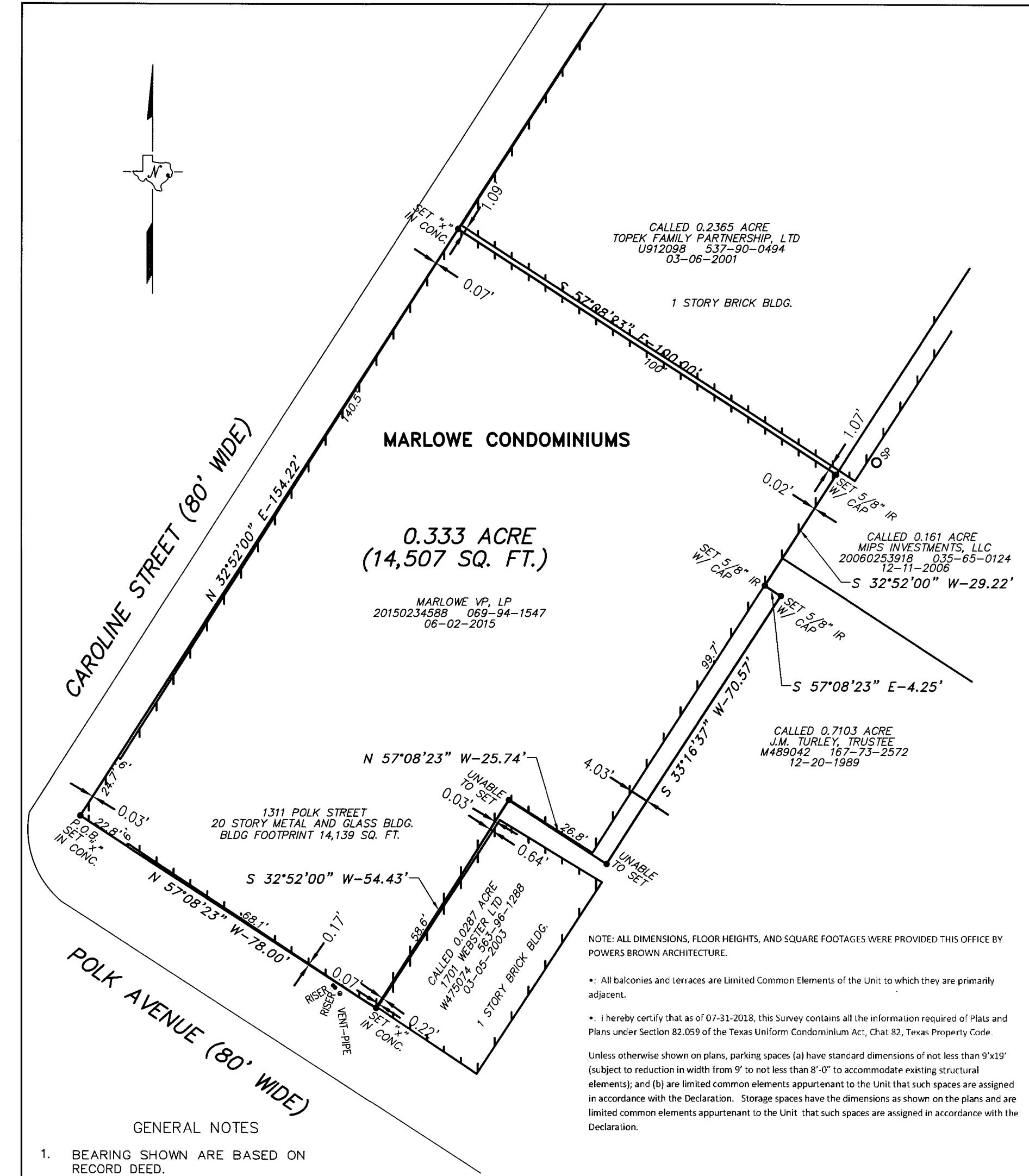
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PREJEAN & COMPANY, INC.  
SURVEYING/MAPPING

9324 WESTVIEW DRIVE  
HOUSTON, TX 77055  
713-467-MAPS

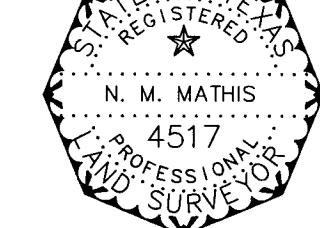
**EXHIBIT**  
0.333 ACRE BEING ALL OF  
**LOT 8 & A PORTION OF LOTS 6,7,9, & 12**  
BLOCK 275 S.S.B.  
JAMES HOLMAN SURVEY, A-323  
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 07-31-2018    SCALE: 1"=20'    JOB#: 41-650

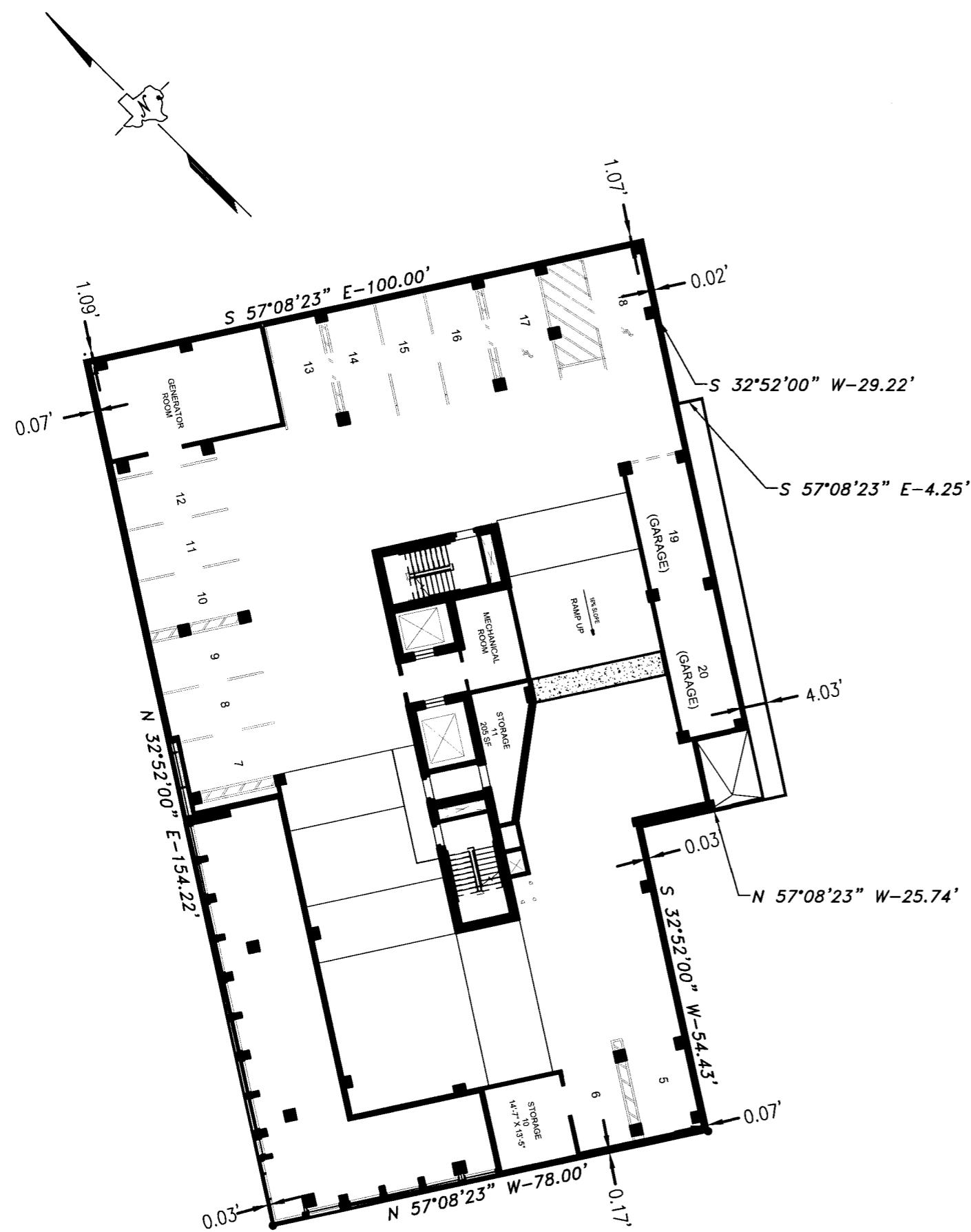


- GENERAL NOTES
- BEARING SHOWN ARE BASED ON RECORD DEED.
  - NO PORTION OF THE SUBJECT SITE IS LOCATED WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MOST RECENT OFFICIAL INSURANCE RATE MAP, DATED 01-06-2017, MAP NUMBER 48201C0690N, ZONE X, PROMULGATED BY THE ADMINISTRATOR OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF THE UNITED STATES. ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES, ARE AN ESTIMATE BASED ON DATA PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE PROGRAM AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY.
  - FORMATTED FOR 11"X17" PAPER SIZE.

07-31-2018 *N M Mathis* 4517  
DATE N. M. MATHIS R.P.L.S. NO.



PREJEAN & COMPANY, INC. SURVEYING/MAPPING	9324 WESTVIEW DRIVE HOUSTON, TX 77055 713-467-MAPS
<b>EXHIBIT</b>	
0.333 ACRE BEING ALL OF <b>LOT 8 &amp; A PORTION OF LOTS 6,7,9, &amp; 12</b> BLOCK 275 S.S.B. JAMES HOLMAN SURVEY, A-323 HOUSTON, HARRIS COUNTY, TEXAS	
DATE: 07-31-2018	SCALE: 1"=20'



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CONDOMINIUM RECORDS OF COUNTY CLERK

216829  
FILM CODE \_\_\_\_\_

MARLOWE CONDOMINIUMS FIRST AMENDMENT  
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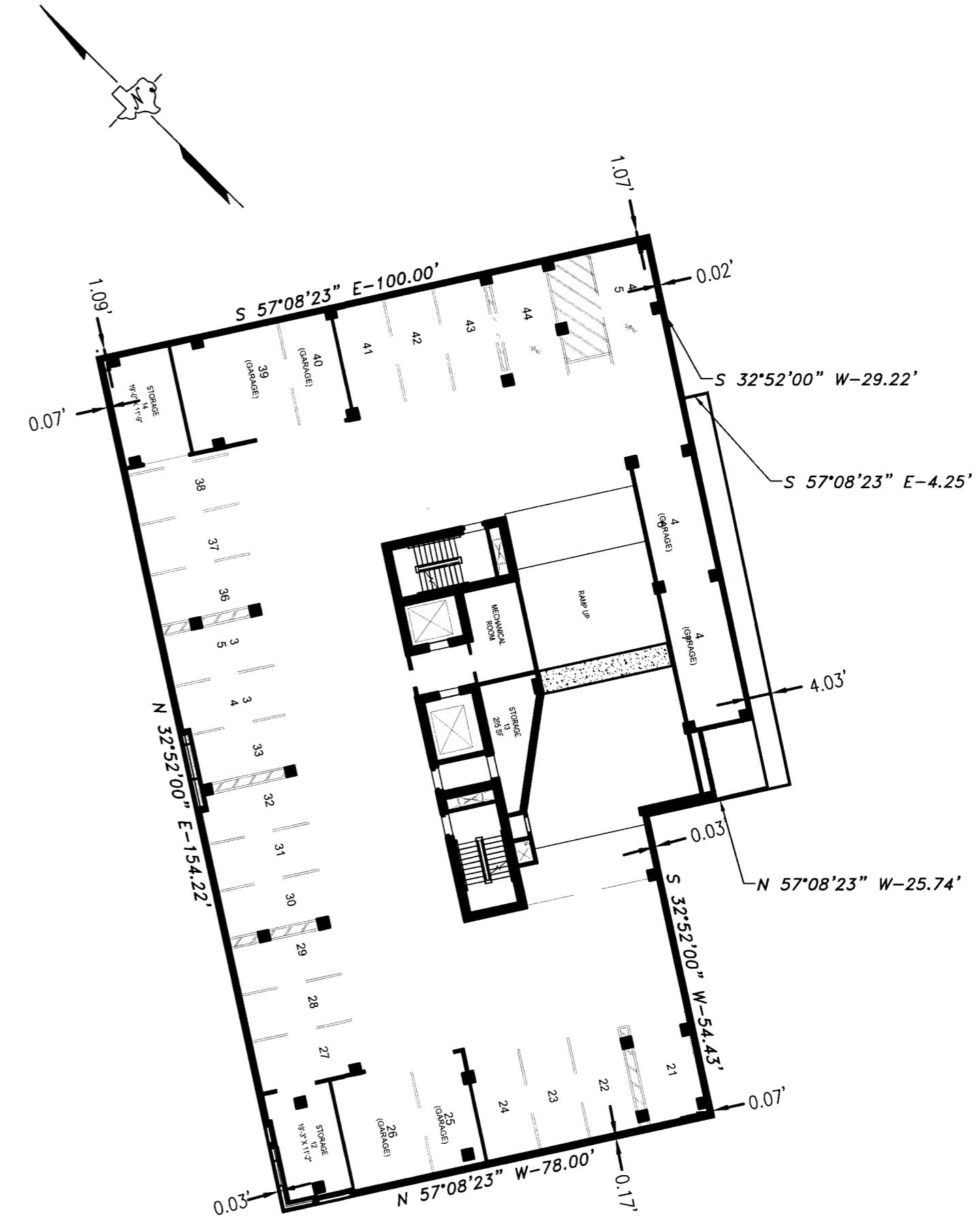
### FLOOR 2

PREJEAN & COMPANY, INC.  
SURVEYING/MAPPING

9324 WESTVIEW DRIVE  
HOUSTON, TX 77055  
713-467-MAPS

**EXHIBIT**  
0.333 ACRE BEING ALL OF  
**LOT 8 & A PORTION OF LOTS 6,7,9, & 12**  
**BLOCK 275 S.S.B.**  
JAMES HOLMAN SURVEY, A-323  
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 07-31-2018    SCALE: 1"=20'    JOB#: 41-650



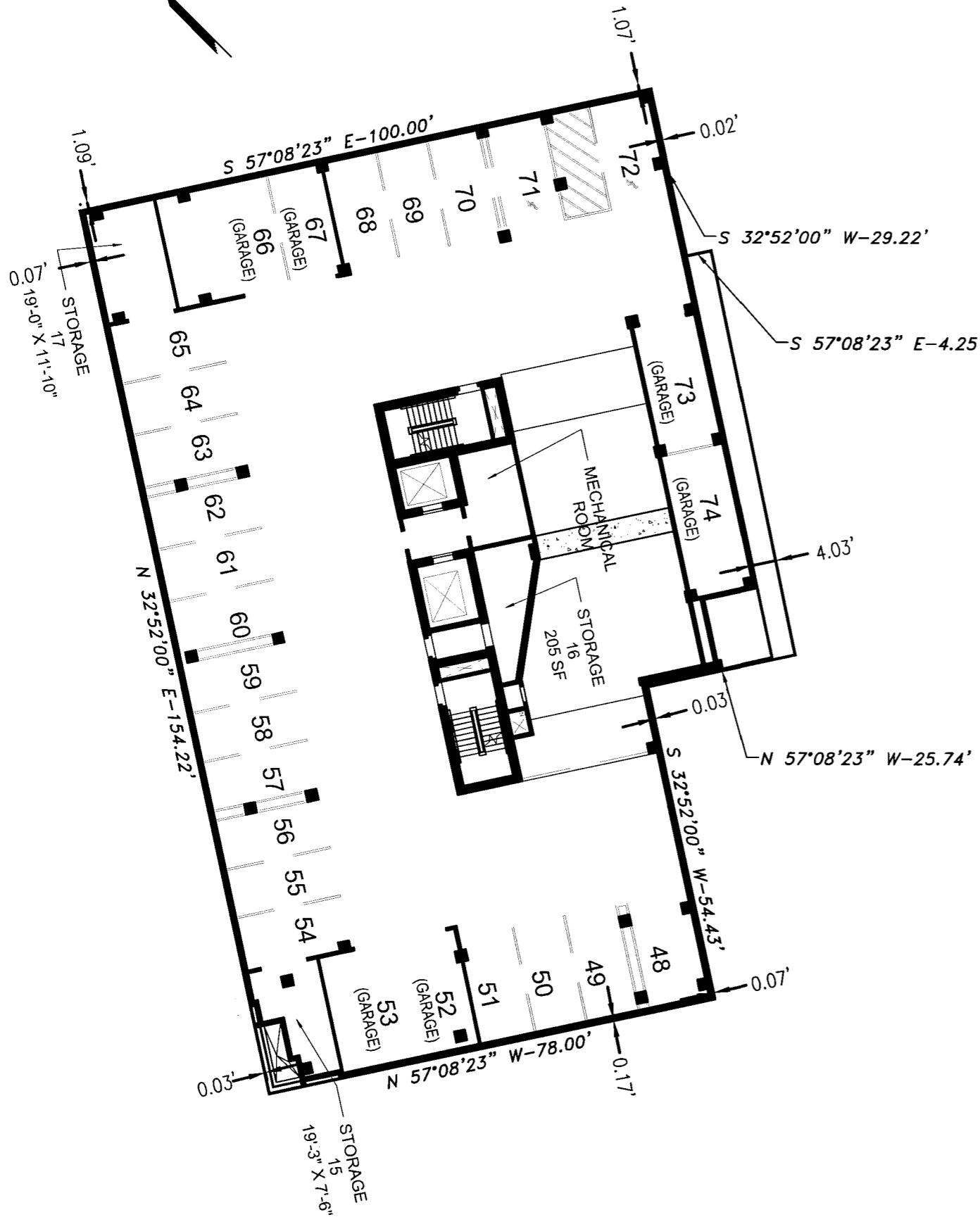
### FLOOR 3

PREJEAN & COMPANY, INC.  
SURVEYING/MAPPING

9324 WESTVIEW DRIVE  
HOUSTON, TX 77055  
713-467-MAPS

**EXHIBIT**  
0.333 ACRE BEING ALL OF  
**LOT 8 & A PORTION OF LOTS 6,7,9, & 12**  
**BLOCK 275 S.S.B.**  
JAMES HOLMAN SURVEY, A-323  
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 07-31-2018    SCALE: 1"=20'    JOB#: 41-650



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CONDOMINIUM RECORDS OF COUNTY CLERK  
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MARLOWE CONDOMINIUMS FIRST AMENDMENT  
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SCANNER Context IQ4400

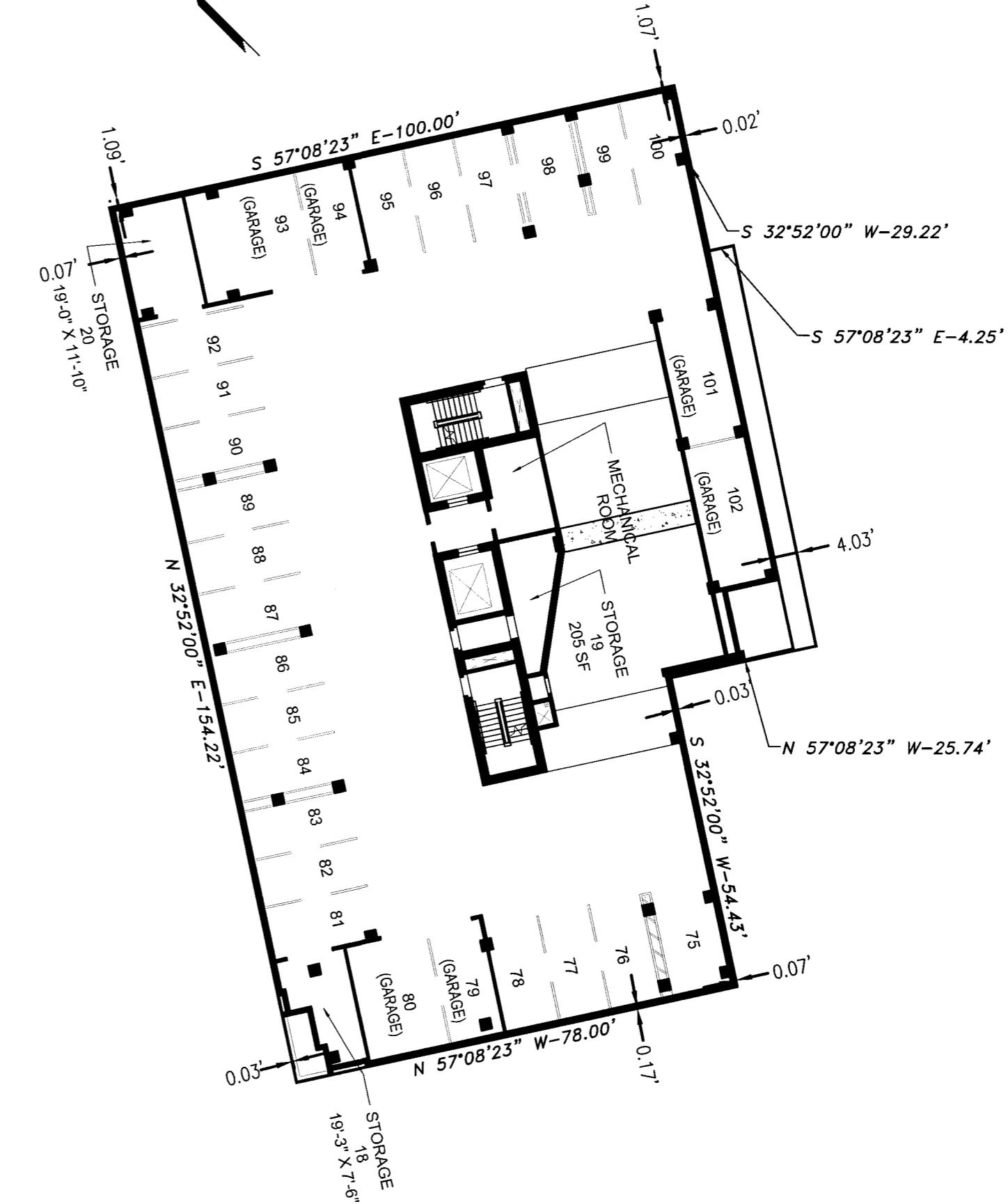
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PREJEAN & COMPANY, INC.  
SURVEYING/MAPPING

9324 WESTVIEW DRIVE  
HOUSTON, TX 77055  
713-467-MAPS

**EXHIBIT**  
0.333 ACRE BEING ALL OF  
**LOT 8 & A PORTION OF LOTS 6,7,9, & 12**  
BLOCK 275 S.S.B.B.  
JAMES HOLMAN SURVEY, A-323  
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 07-31-2018    SCALE: 1"=20'    JOB#: 41-650



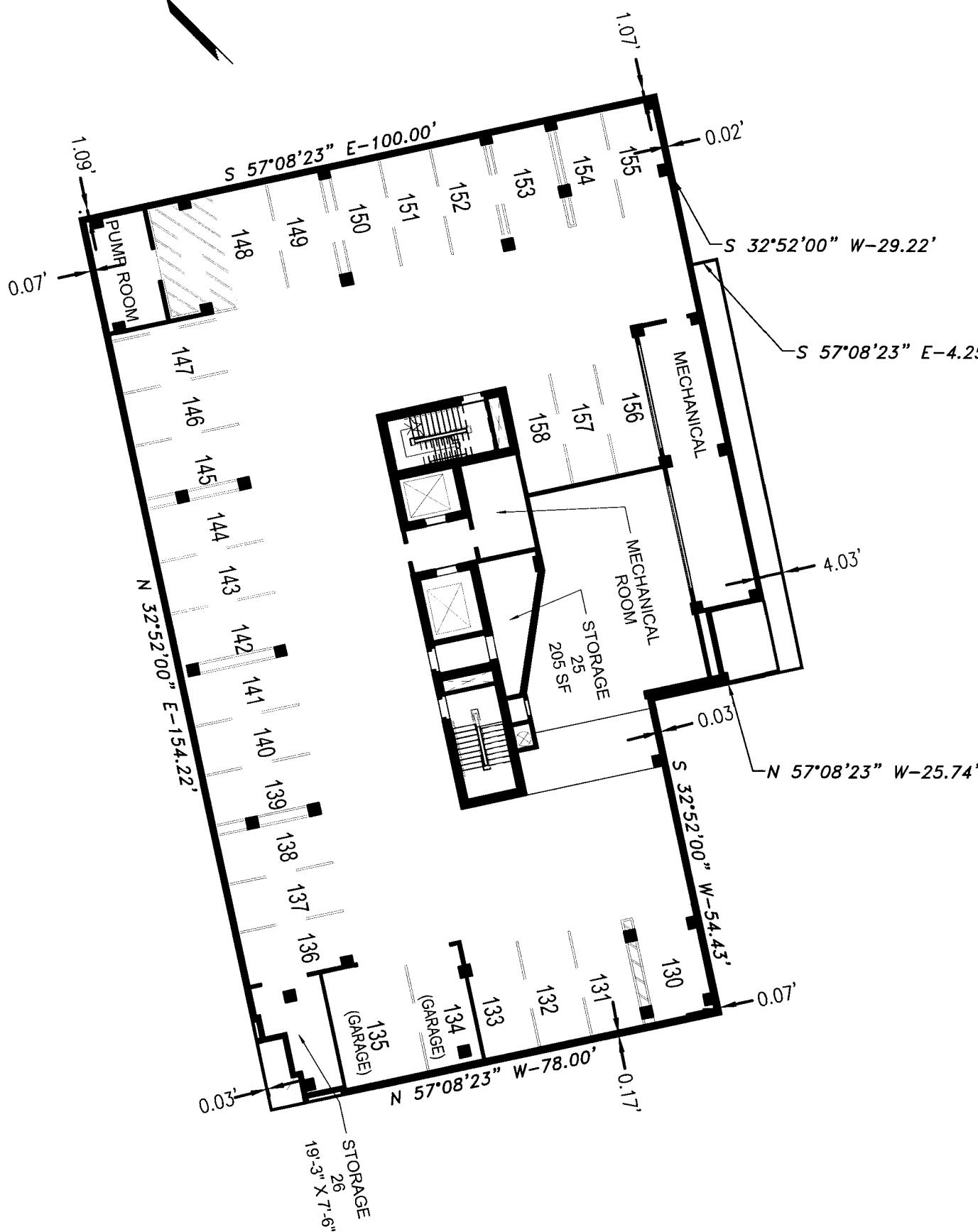
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SURVEYING/MAPPING

9324 WESTVIEW DRIVE  
HOUSTON, TX 77055  
713-467-MAPS

**EXHIBIT**  
0.333 ACRE BEING ALL OF  
**LOT 8 & A PORTION OF LOTS 6,7,9, & 12**  
BLOCK 275 S.S.B.B.  
JAMES HOLMAN SURVEY, A-323  
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 07-31-2018    SCALE: 1"=20'    JOB#: 41-650

#### FLOOR 5



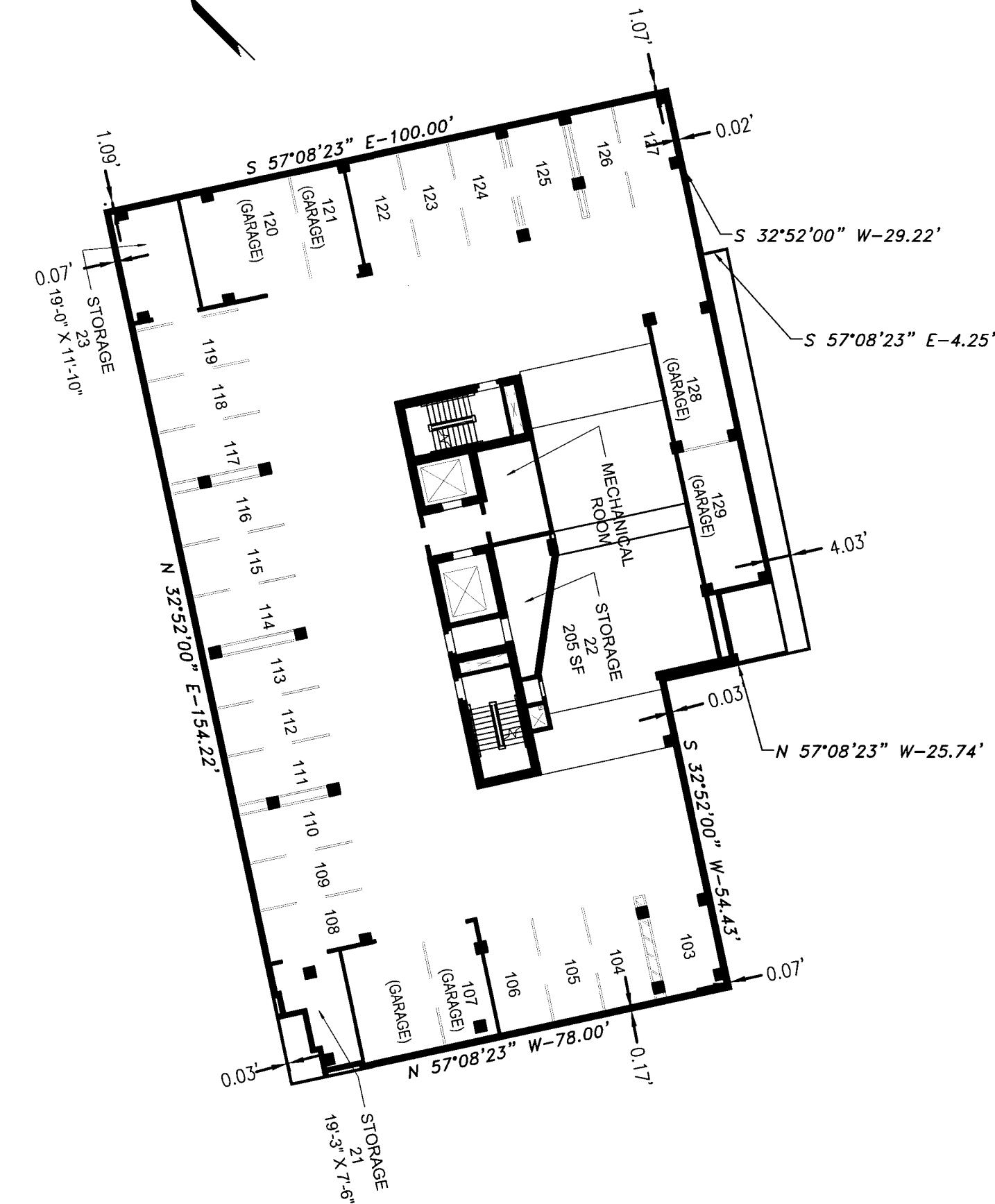
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CONDONIUM RECORDS OF COUNTY CLERK  
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MARLOWE CONDOMINIUMS FIRST AMENDMENT  
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### FLOOR 7

PREJEAN & COMPANY, INC. SURVEYING/MAPPING	9324 WESTVIEW DRIVE HOUSTON, TX 77055 713-467-MAPS
<b>EXHIBIT</b>	
0.333 ACRE BEING ALL OF <b>LOT 8 &amp; A PORTION OF LOTS 6,7,9, &amp; 12</b> BLOCK 275 S.S.B. JAMES HOLMAN SURVEY, A-323 HOUSTON, HARRIS COUNTY, TEXAS	
DATE: 07-31-2018	SCALE: 1"=20'



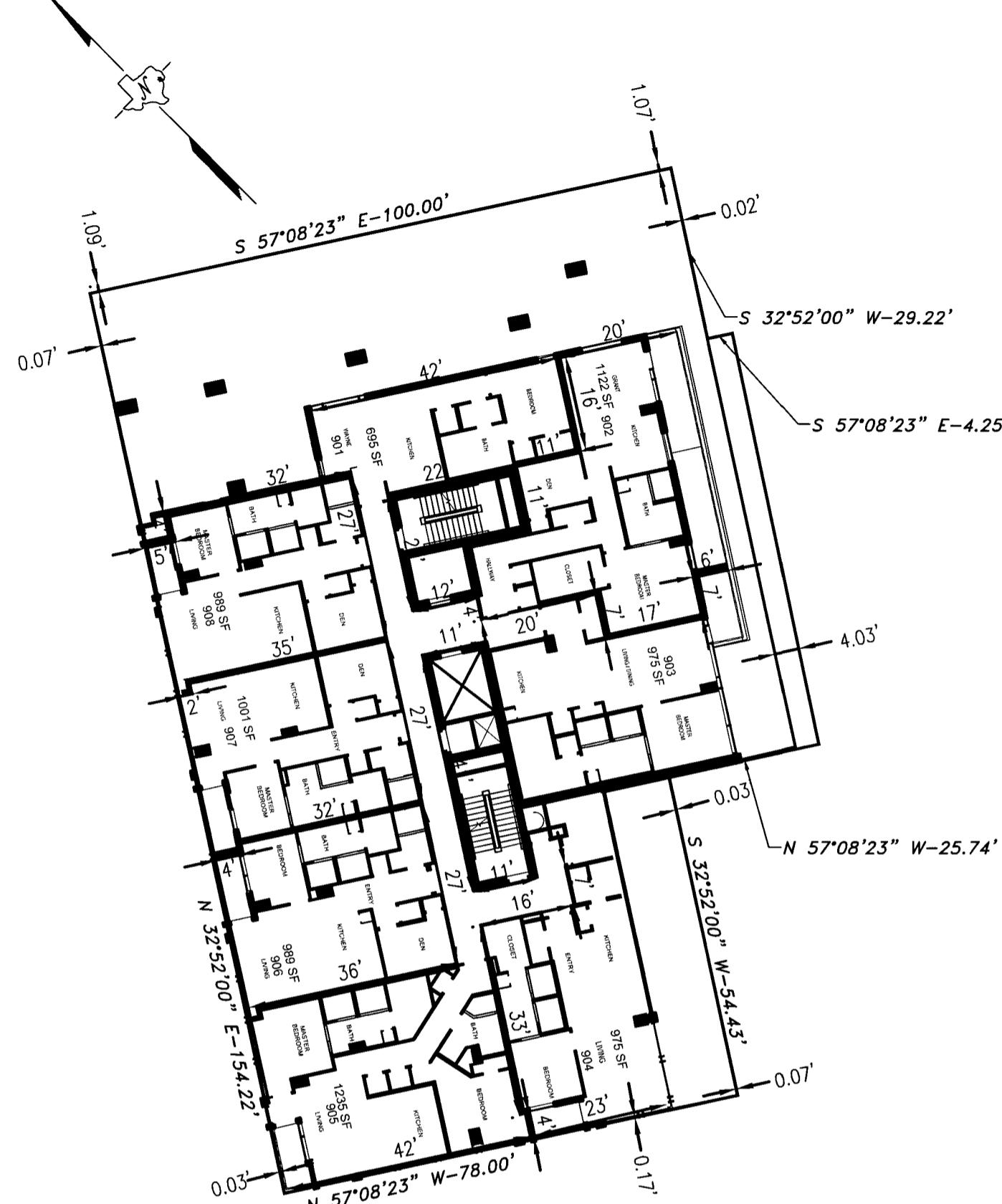
PREJEAN & COMPANY, INC.  
SURVEYING/MAPPING

9324 WESTVIEW DRIVE  
HOUSTON, TX 77055  
713-467-MAPS

<b>EXHIBIT</b>
0.333 ACRE BEING ALL OF <b>LOT 8 &amp; A PORTION OF LOTS 6,7,9, &amp; 12</b> BLOCK 275 S.S.B. JAMES HOLMAN SURVEY, A-323 HOUSTON, HARRIS COUNTY, TEXAS

DATE: 07-31-2018      SCALE: 1"=20'      JOB#: 41-650

### FLOOR 6



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CONDONIUM RECORDS OF COUNTY CLERK

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FILM CODE \_\_\_\_\_

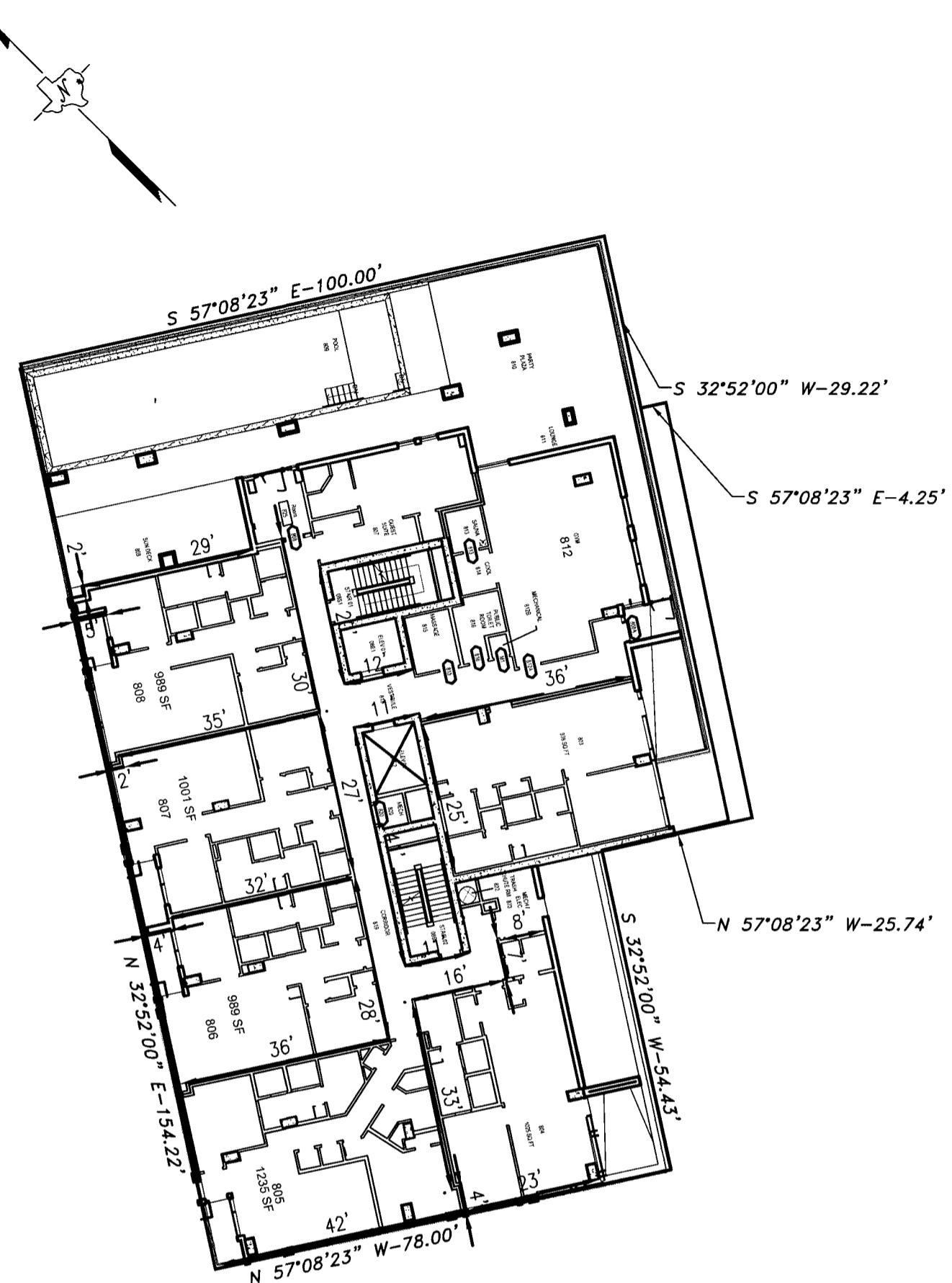
MARLOWE CONDOMINIUMS FIRST AMENDMENT  
TO DECLARATION

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SCANNER Context IQ4400

### FLOOR 9

PREJEAN & COMPANY, INC. SURVEYING/MAPPING			9324 WESTVIEW DRIVE HOUSTON, TX 77055 713-467-MAPS
<b>EXHIBIT</b> 0.333 ACRE BEING ALL OF <b>LOT 8 &amp; A PORTION OF LOTS 6,7,9, &amp; 12</b> BLOCK 275 S.S.B.B. JAMES HOLMAN SURVEY, A-323 HOUSTON, HARRIS COUNTY, TEXAS			
DATE: 07-31-2018	SCALE: 1"=20'	JOB#: 41-650	



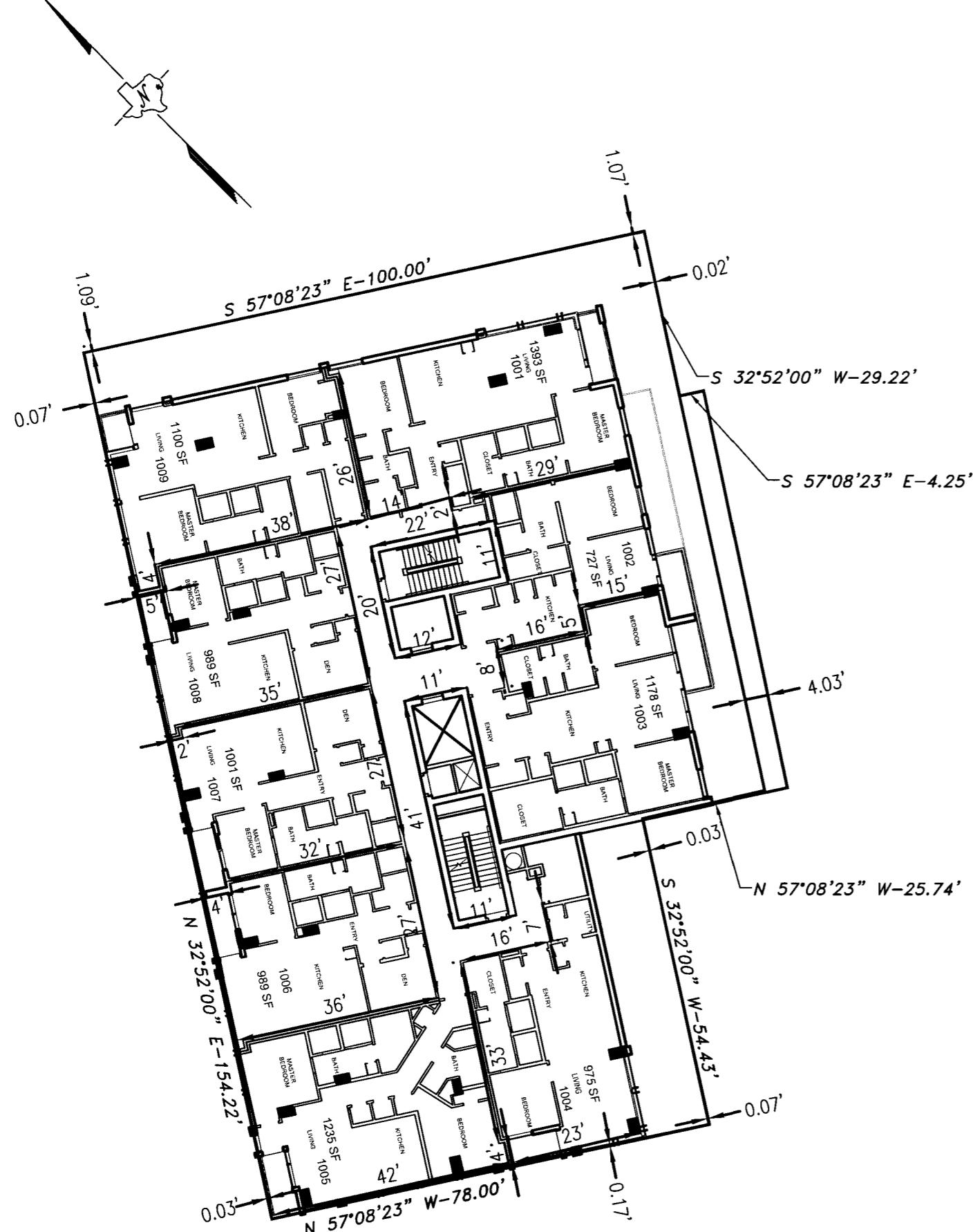
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PREJEAN & COMPANY, INC.  
SURVEYING/MAPPING

9324 WESTVIEW DRIVE  
HOUSTON, TX 77055  
713-467-MAPS

**EXHIBIT**  
0.333 ACRE BEING ALL OF  
**LOT 8 & A PORTION OF LOTS 6,7,9, & 12**  
BLOCK 275 S.S.B.B.  
JAMES HOLMAN SURVEY, A-323  
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 07-31-2018    SCALE: 1"=20'    JOB#: 41-650



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CONDOMINIUM RECORDS OF COUNTY CLERK

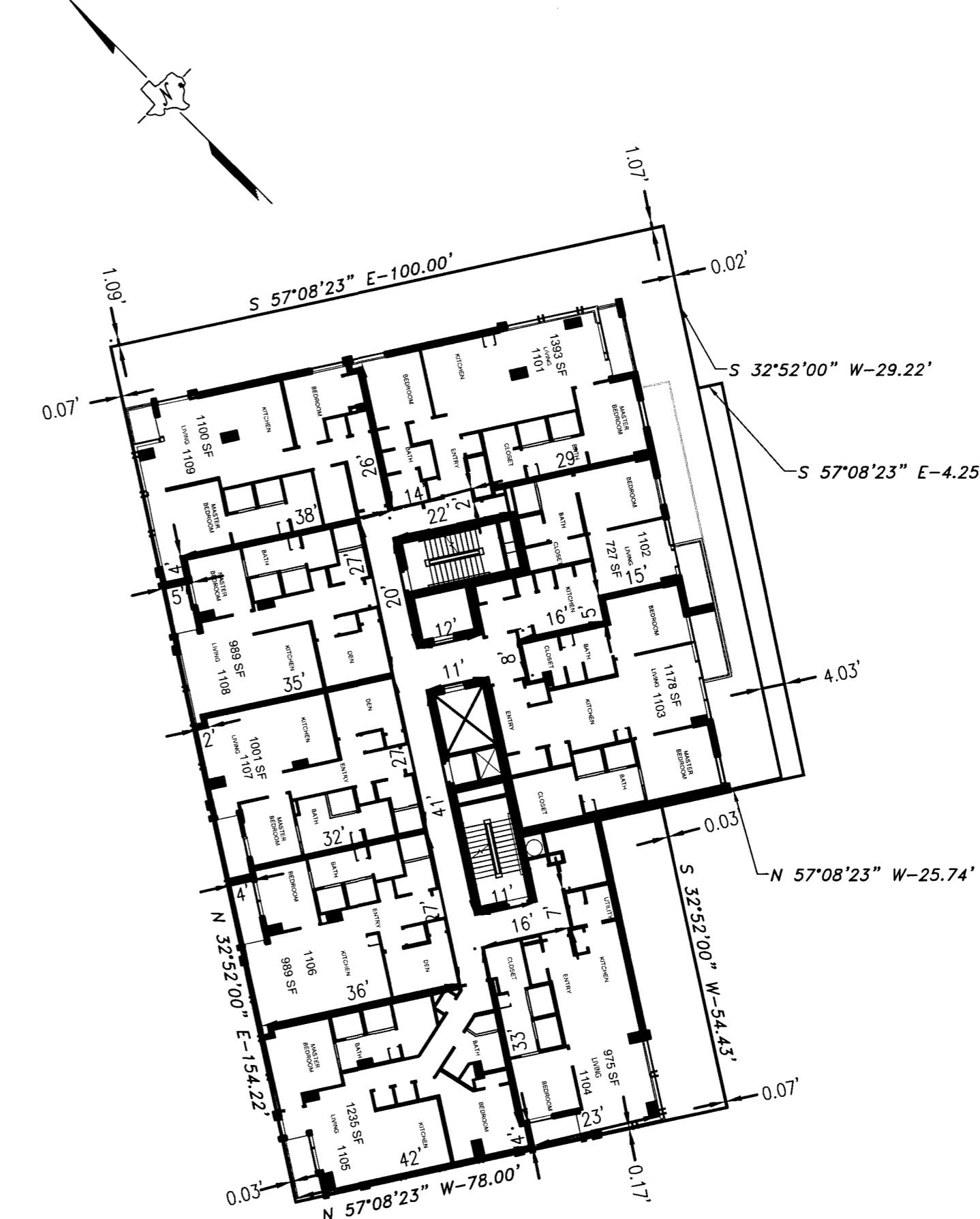
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MARLOWE CONDOMINIUMS FIRST AMENDMENT  
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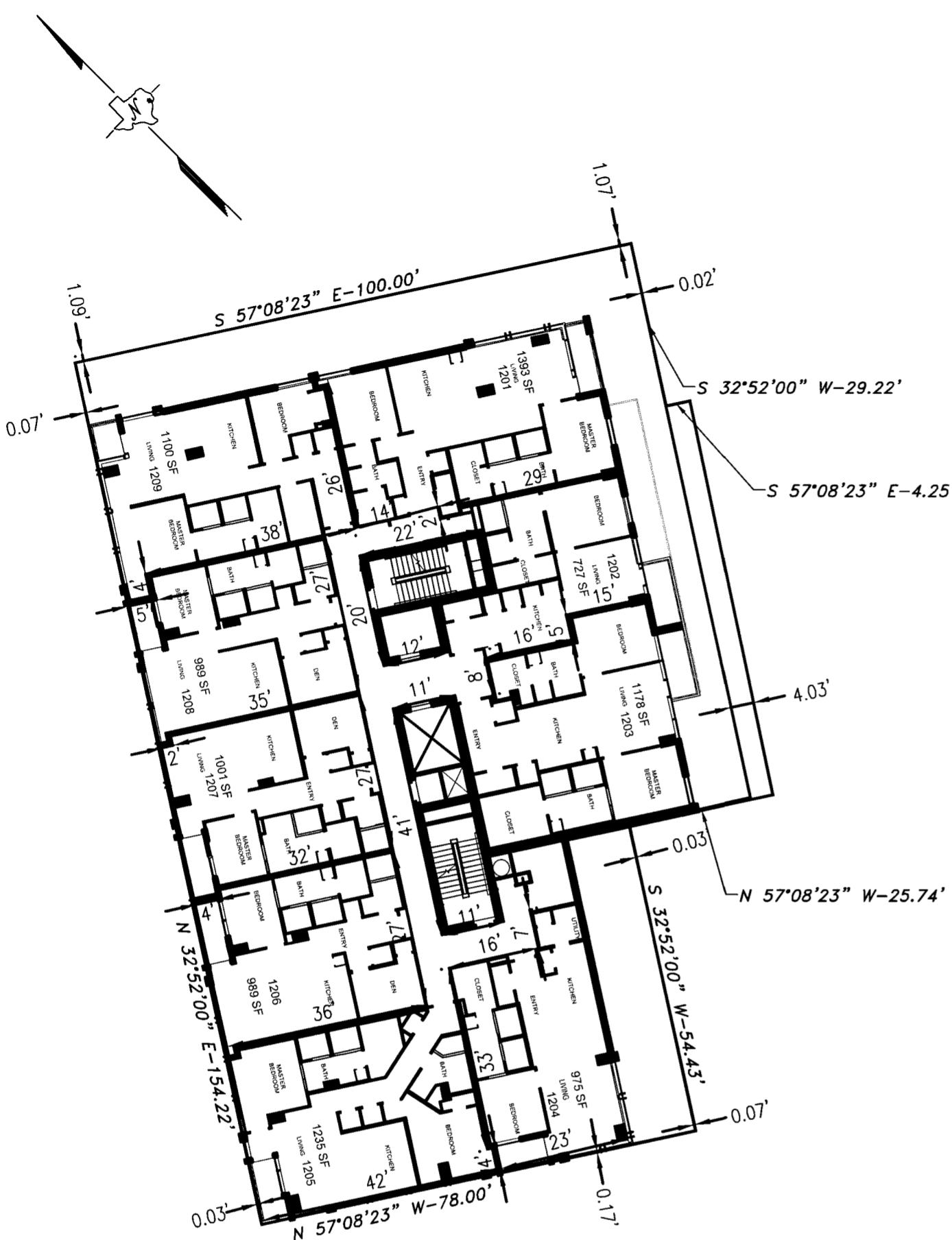
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JAMES HOLMAN SURVEY, A-323 HOUSTON, HARRIS COUNTY, TEXAS		
DATE: 07-31-2018	SCALE: 1"=20'	JOB #: 41-650



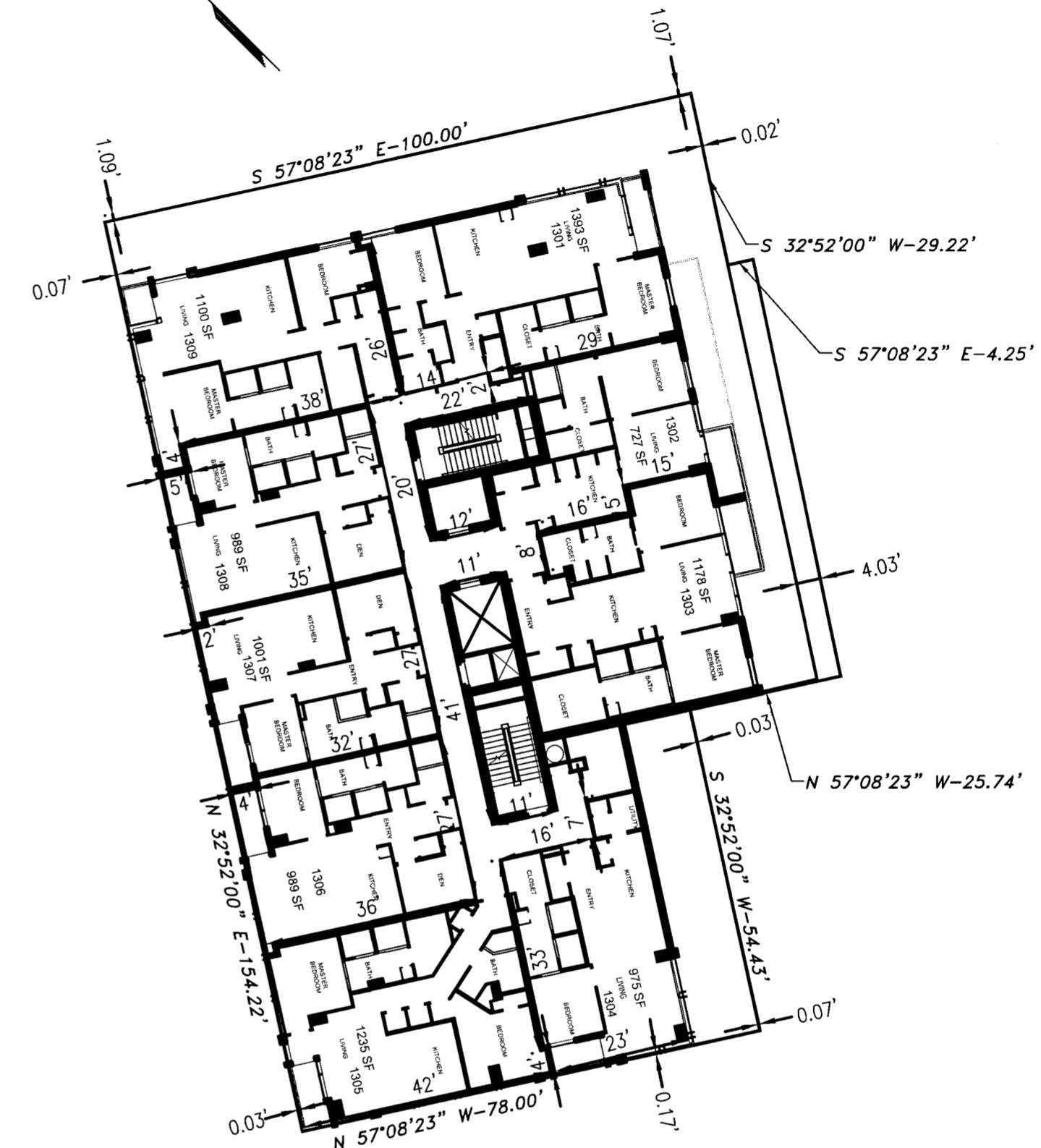
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JAMES HOLMAN SURVEY, A-323 HOUSTON, HARRIS COUNTY, TEXAS		
DATE: 07-31-2018	SCALE: 1"=20'	JOB #: 41-650



FLOOR 12

PREJEAN & COMPANY, INC. SURVEYING/MAPPING		9324 WESTVIEW DRIVE HOUSTON, TX 77055 713-467-MAPS
<b>EXHIBIT</b> 0.333 ACRE BEING ALL OF <b>LOT 8 &amp; A PORTION OF LOTS 6,7,9, &amp; 12</b> <b>BLOCK 275 S.S.B.B.</b> <b>JAMES HOLMAN SURVEY, A-323</b> HOUSTON, HARRIS COUNTY, TEXAS		
DATE: 07-31-2018	SCALE: 1"=20'	JOB#: 41-650



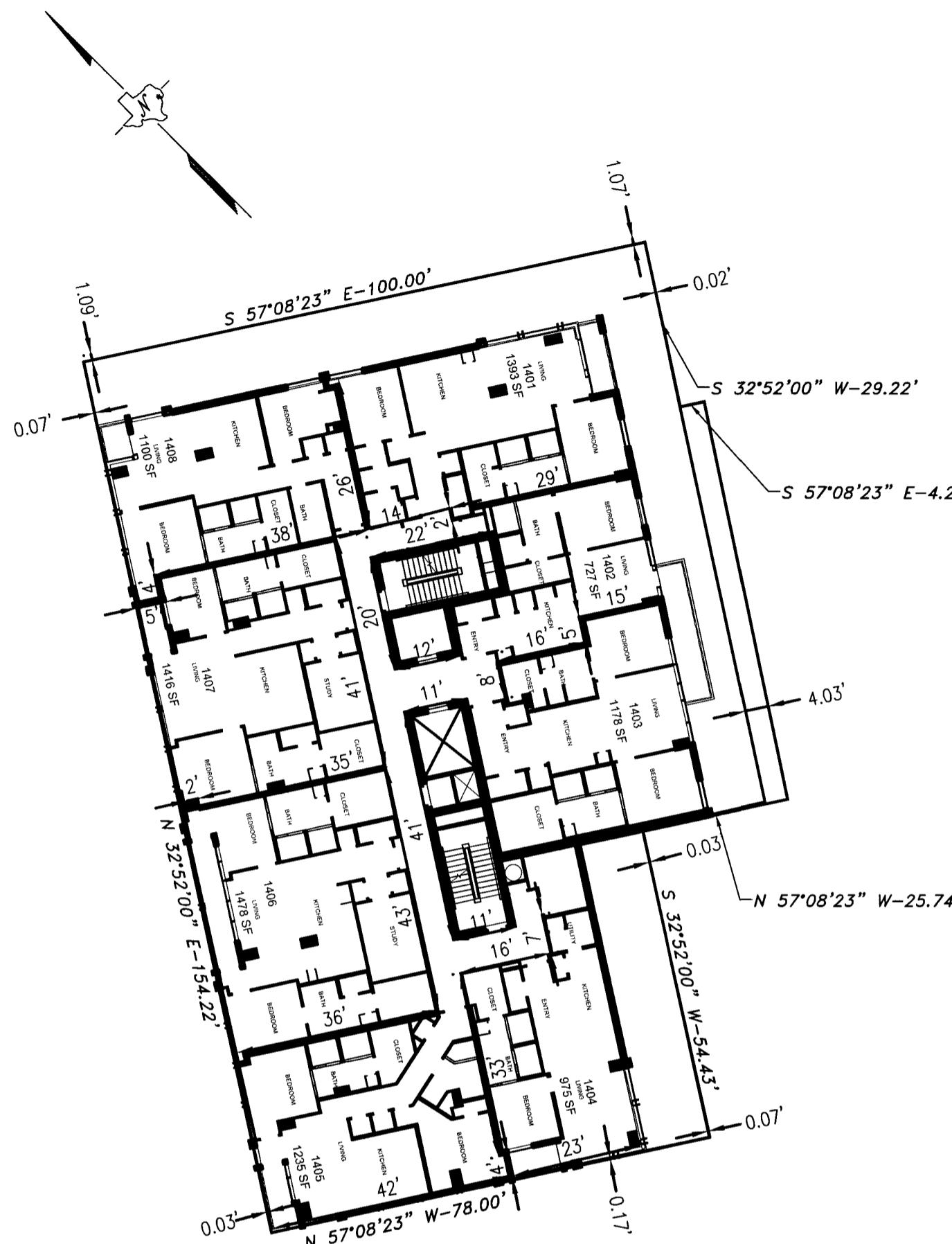
FLOOR 13

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MARLOWE CONDOMINIUMS FIRST AMENDMENT  
TO DECLARATION

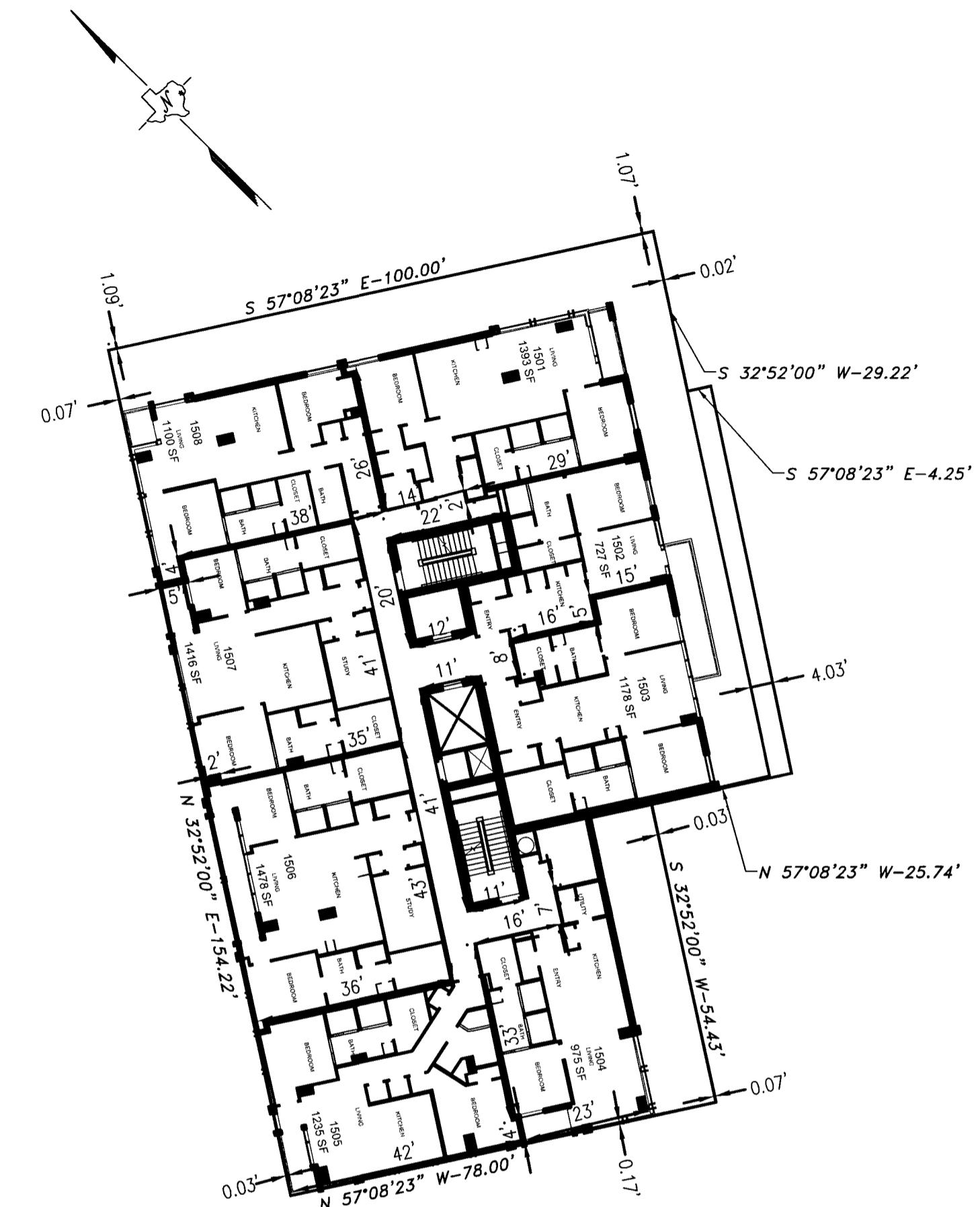
THIS IS PAGE 12 OF 26 PAGES  
SCANNER Context IQ4400

PREJEAN & COMPANY, INC. SURVEYING/MAPPING		9324 WESTVIEW DRIVE HOUSTON, TX 77055 713-467-MAPS
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DATE: 07-31-2018	SCALE: 1"=20'	JOB#: 41-650



FLOOR 14

PREJEAN & COMPANY, INC. SURVEYING/MAPPING	9324 WESTVIEW DRIVE HOUSTON, TX 77055 713-467-MAPS
<b>EXHIBIT</b> 0.333 ACRE BEING ALL OF <b>LOT 8 &amp; A PORTION OF LOTS 6,7,9, &amp; 12</b> BLOCK 275 S.S.B. <b>JAMES HOLMAN SURVEY, A-323</b> HOUSTON, HARRIS COUNTY, TEXAS	
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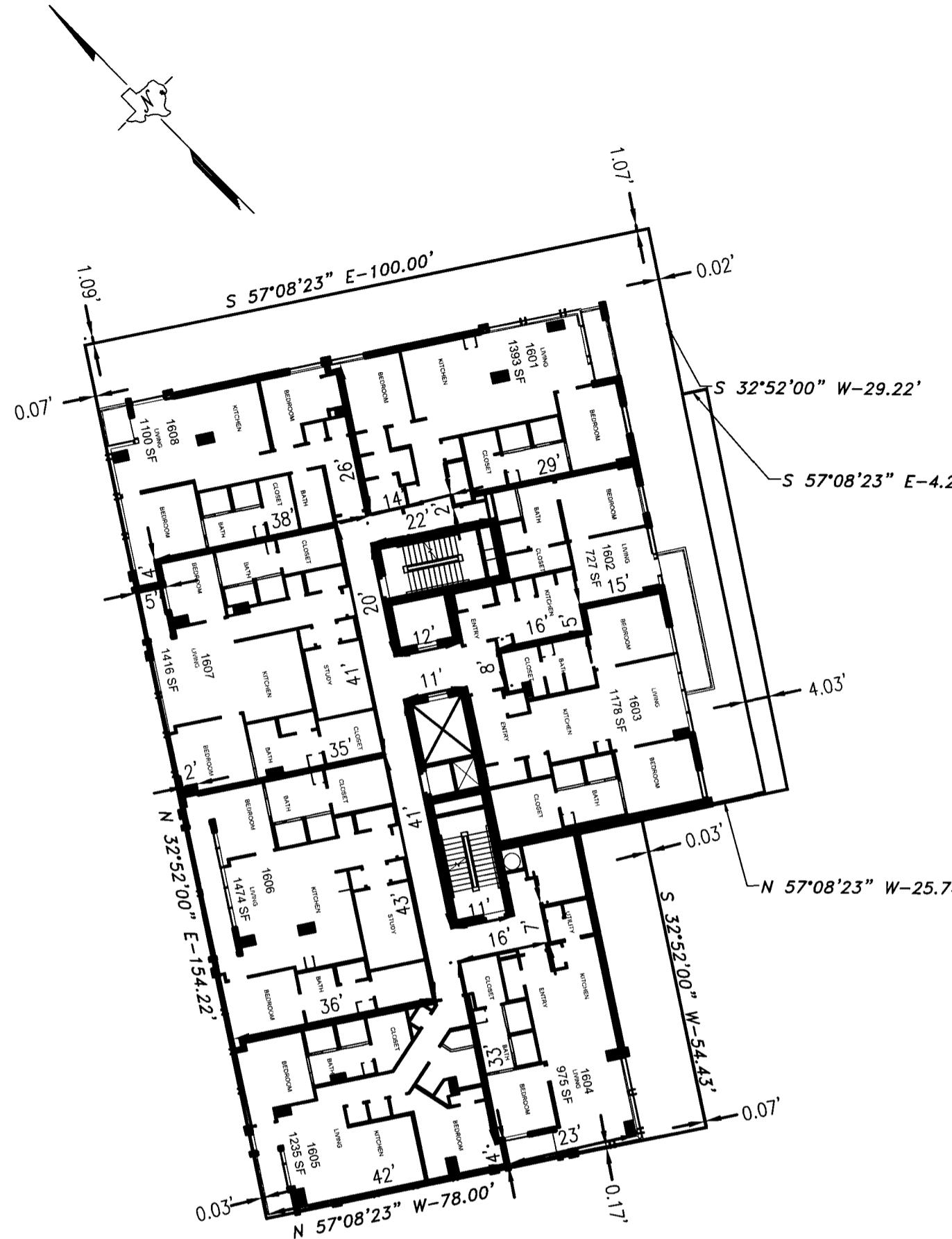
FLOOR 15

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COUNTY CLERK, HARRIS COUNTY, TEXAS  
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MARLOWE CONDOMINIUMS FIRST AMENDMENT  
TO DECLARATION

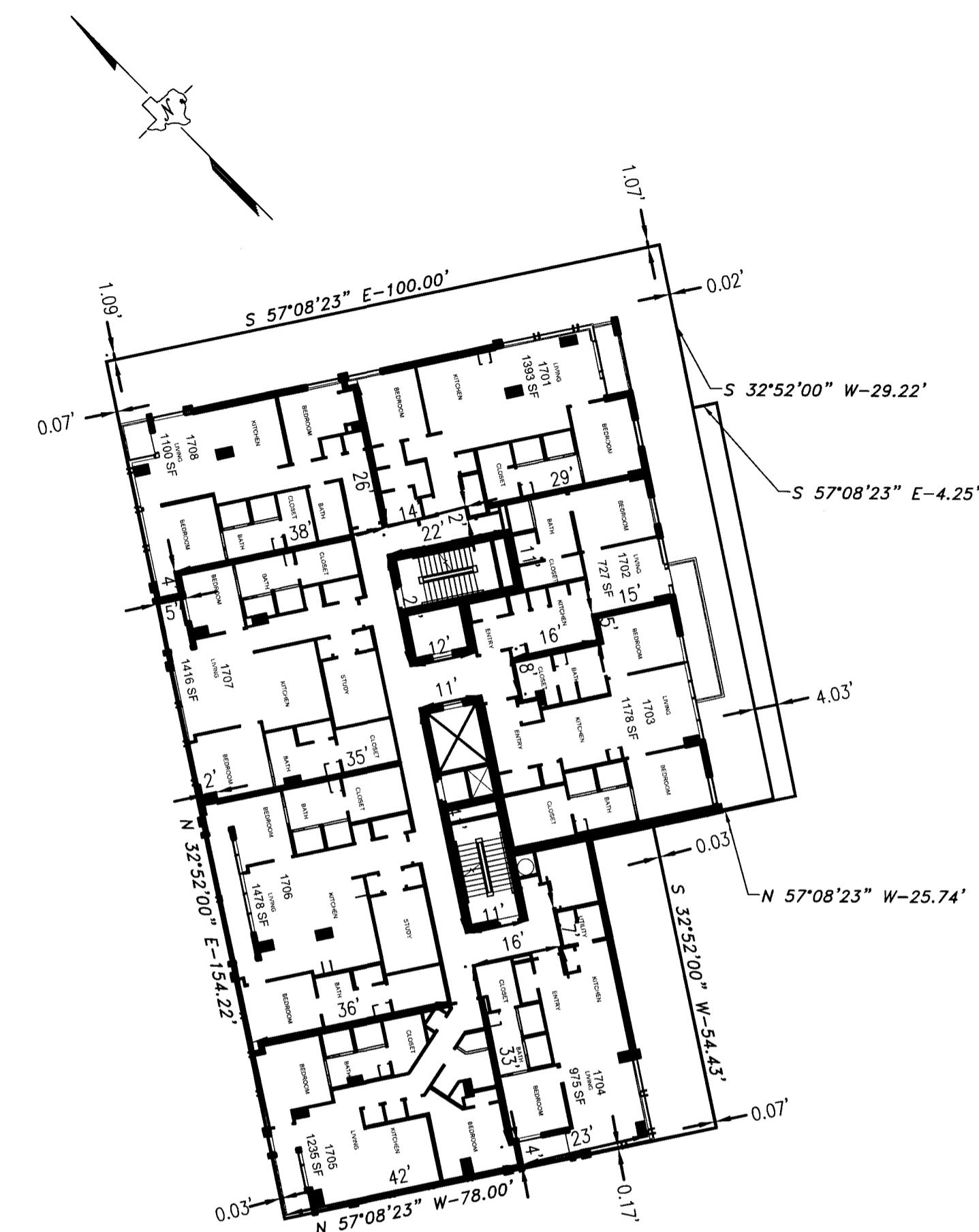
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SCANNER Context IQ4400

PREJEAN & COMPANY, INC. SURVEYING/MAPPING	9324 WESTVIEW DRIVE HOUSTON, TX 77055 713-467-MAPS
<b>EXHIBIT</b> 0.333 ACRE BEING ALL OF <b>LOT 8 &amp; A PORTION OF LOTS 6,7,9, &amp; 12</b> BLOCK 275 S.S.B. <b>JAMES HOLMAN SURVEY, A-323</b> HOUSTON, HARRIS COUNTY, TEXAS	
DATE: 07-31-2018	SCALE: 1"=20'
JOB #: 41-650	



FLOOR 16

PREJEAN & COMPANY, INC. SURVEYING/MAPPING		9324 WESTVIEW DRIVE HOUSTON, TX 77055 713-467-MAPS
<b>EXHIBIT</b> 0.333 ACRE BEING ALL OF <b>LOT 8 &amp; A PORTION OF LOTS 6,7,9, &amp; 12</b> BLOCK 275 S.S.B.B. JAMES HOLMAN SURVEY, A-323 HOUSTON, HARRIS COUNTY, TEXAS		
DATE: 07-31-2018	SCALE: 1"=20'	JOB #: 41-650



FLOOR 17

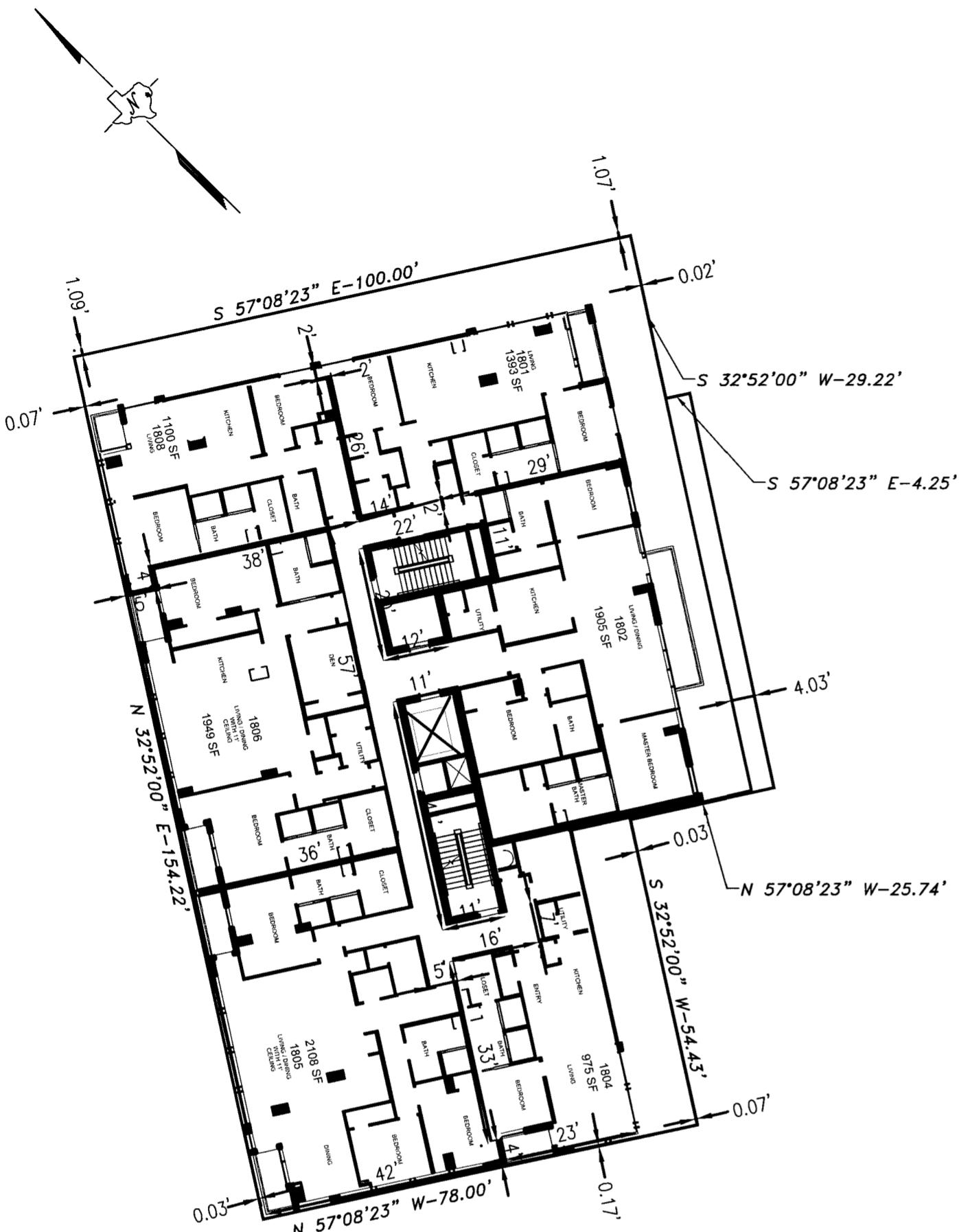
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DATE: 07-31-2018	SCALE: 1"=20'	JOB #: 41-650

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COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDOMINIUM RECORDS OF COUNTY CLERK

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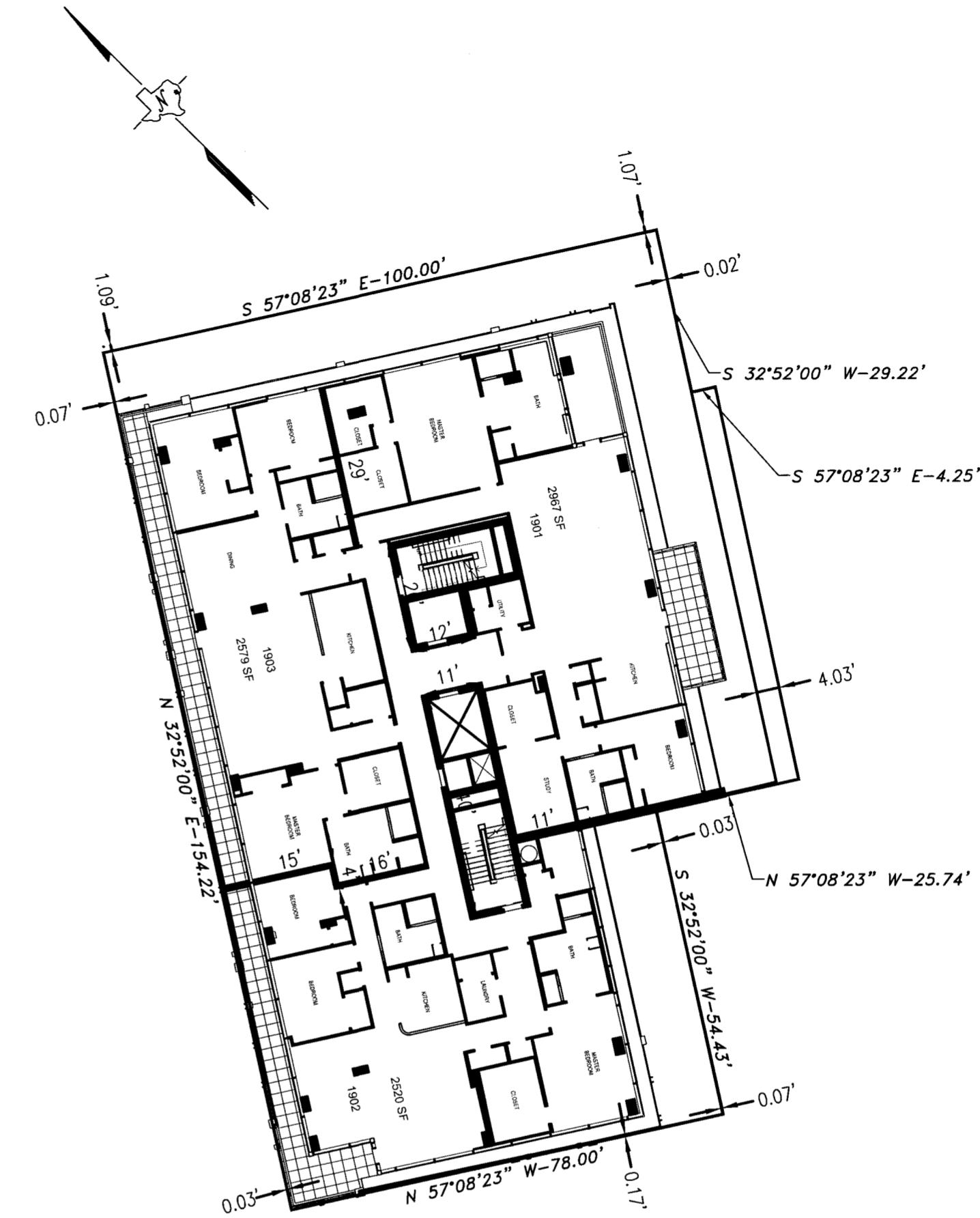
MARLOWE CONDOMINIUMS FIRST AMENDMENT  
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FLOOR 18

PREJEAN & COMPANY, INC. SURVEYING/MAPPING		9324 WESTVIEW DRIVE HOUSTON, TX 77055 713-467-MAPS
<b>EXHIBIT</b> 0.333 ACRE BEING ALL OF <b>LOT 8 &amp; A PORTION OF LOTS 6,7,9, &amp; 12</b> <b>BLOCK 275 S.S.B.B.</b> <b>JAMES HOLMAN SURVEY, A-323</b> HOUSTON, HARRIS COUNTY, TEXAS		
DATE: 07-31-2018	SCALE: 1"=20'	JOB#: 41-650



FLOOR 19

PREJEAN & COMPANY, INC. SURVEYING/MAPPING		9324 WESTVIEW DRIVE HOUSTON, TX 77055 713-467-MAPS
<b>EXHIBIT</b> 0.333 ACRE BEING ALL OF <b>LOT 8 &amp; A PORTION OF LOTS 6,7,9, &amp; 12</b> <b>BLOCK 275 S.S.B.B.</b> <b>JAMES HOLMAN SURVEY, A-323</b> HOUSTON, HARRIS COUNTY, TEXAS		
DATE: 07-31-2018	SCALE: 1"=20'	JOB#: 41-650

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COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK

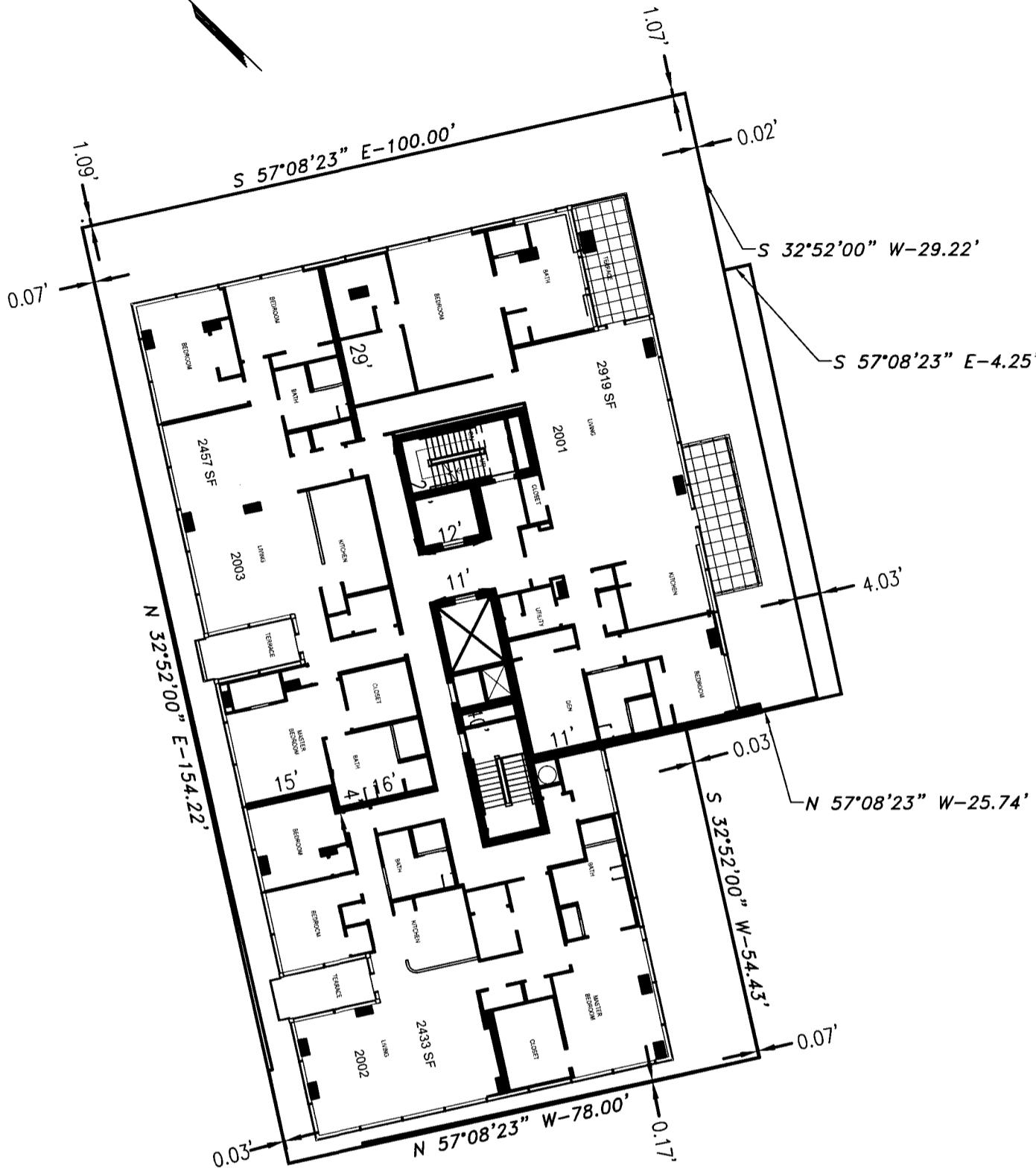
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TO DECLARATION

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MARLOWE CONDOMINIUMS FIRST AMENDMENT  
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## FLOOR 20

PREJEAN & COMPANY, INC.  
SURVEYING/MAPPING

9324 WESTVIEW DRIVE  
HOUSTON, TX 77055  
713-467-MAPS

**EXHIBIT**  
0.333 ACRE BEING ALL OF  
**LOT 8 & A PORTION OF LOTS 6,7,9, & 12**  
**BLOCK 275 S.S.B.B.**  
**JAMES HOLMAN SURVEY, A-323**  
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 07-31-2018

SCALE: 1"=20'

JOB #: 41-650

**DECLARATION  
OF  
MARLOWE CONDOMINIUMS**

**ARTICLE I**

*Submission: Defined Terms*

Section 1.1 *Submission of Real Estate.* Marlowe VP, LP, a Texas limited partnership, owner in fee of the real property described in Section 3.1, hereby submits such real property, together with all easements, rights and appurtenances thereto and the building and improvements erected or to be erected thereon, to the provisions of the Uniform Condominium Act (Texas Property Code, Chapter 82).

Section 1.2 *Defined Terms.* As used in this Declaration, the following terms have the meanings specified in this Section 1.2. Other capitalized terms not defined herein or in the Plat and/or Plan shall have the meaning specified or used in the Act.

“Act” means the Uniform Condominium Act (Texas Property Code, Chapter 82), as amended from time to time.

“Allocation Percentages” are as defined in Section 9.1(a) and may be amended or supplemented as provided for therein.

“Association” means the Marlowe Condominium Owners Association, a Texas nonprofit corporation and condominium association.

“Building” refers to the building located on the Property, as reflected in the Plat and/or Plan.

“Commercial Units” means the guest suite units located on the amenities floor of the Building as reflected in the Plat or Plan. The Commercial Units are General Common Elements.

“Common Elements” means all portions of the Condominium other than the Units and includes both the General Common Elements and Limited Common Elements.

“Common Expense” means expenditures made by or financial liabilities of the Association, together with allocations of reserves.

“Declarant” means Marlowe VP, LP, a Texas limited partnership, or its successors or assigns, provided Marlowe VP, LP, has expressly designated such successor or assign as a successor or assign of the rights of Declarant set forth herein.

“Eligible Insurer” means an insurer or guarantor of a first mortgage secured by a Unit in the Condominium. An Eligible Insurer must notify the Association in writing of its name and address and inform the Association that it has insured or guaranteed a first security interest in a Unit. It must provide the Association with the Unit number and address of the Unit on which it is the insurer or guarantor of a security interest. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVI.

“Eligible Mortgagee” means a holder of a first mortgage secured by a Unit in the Condominium. An Eligible Mortgagee must notify the Association in writing of its name and address and inform the Association that it holds a first security interest in a Unit. It must provide the Association with the Unit number and address of the Unit on which it holds a security interest. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVI.

“General Common Elements” means all Common Elements other than Limited Common Elements, including, without limitation, the lobby, swimming pool, elevators and

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building systems.

“Governing Documents” means the Declaration, Plat and/or Plan recorded and filed pursuant to the provisions of the Act, the Certificate of Formation of the Association, the Bylaws of the Association, and the Rules of the Association as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Governing Document is a part of that Governing Document.

“Limited Common Elements” means a portion of the Common Elements, designated in this Declaration, or on the Plat and/or Plan, by the Act, or otherwise for the exclusive use of one or more but fewer than all of the Units. Without limitation (and whether or not expressly labeled as such in the Plat and/or Plan), the balcony or terrace directly adjacent to any Unit is a Limited Common Element appurtenant to that Unit, together with any numbered parking space(s) and/or storage space(s) allocated to such Unit at Closing.

“Owner” refers to the holder of title to a Unit.

“Penthouse Unit” refers to the upper level Units bearing, individually or by floor, the designation “PH” or “Penthouse” in the Plat and/or Plan.

“Plat and/or Plan” refers to Exhibit “B” attached to this Declaration, as same may be amended from time to time.

“Property” means the real property described in Section 3.1, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon, submitted to the provisions of the Act.

“Unit” refers to the physical portions of the Condominium designated for separate ownership. Unit numbers and boundaries are as more particularly defined and set out in this Declaration.

**ARTICLE II**

*Names*

Section 2.1 *Condominium.* The name of the Condominium is Marlowe Condominiums.

Section 2.2 *Association.* The name of the Association is Marlowe Condominium Owners Association, a Texas non-profit corporation.

**ARTICLE III**

*Description of Real Property*

Section 3.1 *Real Property.* The Condominium is located in Harris County, Texas. The real property of the Condominium is described in the legal description on Exhibit “A” attached hereto.

**ARTICLE IV**

*The Association*

Section 4.1 *Authority.* The business and affairs of the Condominium shall be managed by the Association acting by and through its Board of Directors. The Association shall be governed by its laws, as amended from time to time.

Section 4.2 *Powers.* The Association shall have all of the powers provided in the Act.

**ARTICLE V**

*Units*

Section 5.1 *Number.* The number of Units in the Condominium is 100. Declarant reserves the right to add a floor of residential units, not to exceed up to an

additional nine (9) Units, for a total of up to 109 Units.

**Section 5.2 Identification.** Units are numbered according to floor as described herein. For example, Floor 10 contains Units 1001 – 1009 with Unit 1001 being the Unit in the northeast corner of the 10<sup>th</sup> floor of the Building, and numbering proceeding in a clockwise direction around the 4<sup>th</sup> floor. The identification number of each Unit is shown on the Plat and/or Plan.

**Section 5.3 Unit Owner Interest.** Each Unit Owner shall own title in fee simple to his or her Unit and shall have the exclusive right to the use and occupancy of his or her Unit, subject to the provisions of this Declaration. There shall be appurtenant to each Unit an individual undivided percentage ownership interest in the Common Elements and the exclusive right to use such Limited Common Elements as are appurtenant to such Unit.

**Section 5.4 Boundaries.** The boundaries of each Unit are shown on the Plat and/or Plan and are more particularly described as the perimeter walls, floors and ceilings of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting part of the finished surfaces are a part of the Unit, and all other portions of the perimeter walls, floors and ceilings are a part of the Common Elements. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting part of the finished surfaces of a balcony or terrace structure adjacent to a Unit are a part of the Limited Common Elements appurtenant to such Unit, and all other portions of the perimeter walls, floors and ceilings of the balcony or terrace structure are a part of the General Common Elements. Subject to Section 6.1(b), the spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

## ARTICLE VI

### Common Elements

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**Section 6.1 Limited Common Elements.** The following portions of the building are designated as Limited Common Elements:

- (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture is partially within and partially outside the designated boundaries of a Unit, then the portion serving only that Unit is a Limited Common Element allocated solely to that Unit, and the portion serving more than one Unit or the Common Elements is a part of the General Common Elements.
- (b) Any terraces, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, patios, and exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (c) Stairways, if their use is limited to certain Units as shown on the Plat and/or Plan, are Limited Common Elements allocated exclusively to those Units.
- (d) Parking spaces shall be Limited Common Elements for the exclusive use of the Unit Owner of the Unit to which they are assigned which may remain subject to development rights and allocated or assigned at a later date by Declarant.
- (e) The area improved by the Declarant as storage facilities for Units shall be a Limited Common Element, the use of which is limited exclusively to the Owner of the Unit to which the storage space has been assigned, which may remain subject to Development rights and allocated or assigned at a later date by Declarant.
- (f) Entrances to each Unit, the use of which is limited to the Unit as shown on the Plat and/or Plan.
- (g) Any Common Expenses associated with the maintenance, repair, or replacement of components or elements attached to, planted on, or a part of

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balconies, exterior surfaces, trim, siding, doors, windows, storage area, and elevators shall be assessed against the Unit or Units to which the Limited Common Element is assigned as a Common Expense assessment. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

(g) Mailboxes, name plates and exterior lighting affixed to the building, if any, will be Limited Common Elements allocated to the Units served.

**Section 6.2 Allocation of Specified Common Elements.** The Board of Directors may designate parts of the Common Elements from time to time for use by less than all of the Unit Owners or by non-owners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board of Directors. Any such designation by the Board Directors shall not be a sale or disposition of such portions of the Common Elements.

**Section 6.3 Transfer of Common Elements.** Except as provided herein, any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) by an individual of any interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

**Section 6.4 Reassignment of Limited Common Elements.** A Limited Common Element, including, without limitation, assigned parking spaces and storage units may be reallocated or reassigned upon the written application to the Association by the Owner(s) whose use of the Limited Common Element is or may be directly affected by the reallocation or reassignment. Upon such application and approval of the Owner(s) application, which shall not be unreasonably withheld, the Association shall prepare and execute an amendment to this Declaration reallocating the Limited Common Element. This amendment shall be delivered to the Owner(s) of the Unit(s) affected by the reallocation or reassignment upon payment by them of all costs for the preparation, execution and recordation of the amendment. The amendment shall become effective

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upon the execution of the amendment by the Association and the Owner(s) directly affected by such reallocation or reassignment and the recordation of such amendment in the Harris County Deed Records. Notwithstanding any other provisions of the Governing Documents and the foregoing, in the event a designated handicapped accessible parking space has been assigned as a Limited Common Element to an Owner that is not disabled and thereafter a Unit in the Condominium is purchased by an Owner that is disabled, such designated handicapped accessible parking space shall be assigned to such disabled Owner and another available parking space assigned to the non-disabled Owner by the Board of Directors without amendment to this Declaration or the consent of any other Owners or lienholders.

**Section 6.5 Guest Suites.** There will be up to two (2) guest suites located with the amenities of the Building that will be available for Unit Owners to reserve for use by their guests on a temporary basis (not more than seven consecutive days), subject to reasonable and customary rules and rental rates for such accommodations established by the Board of Directors with the consent of the Commercial Unit Owners. Unit Owners shall have the non-exclusive right, on a first-come, first-served basis, to reserve the guest suite(s). The Commercial Unit Owner(s) shall be paid a per diem fee for use of each guest suite(s) in the amount of \$75 per night for Fridays and Saturdays and \$50 per night for Sundays through Thursdays. Rates shall be reviewed on an annual basis by the Association and the owners of the Commercial Units, who are, initially, affiliated with the Declarant. The Association shall be responsible for cleaning and maintenance of the Commercial Unit(s) (including laundering towels and linens), taking reservations and processing payment. The Association shall deliver a rental report itemizing each rental per guest suite, together with all usage fees due to the Commercial Unit Owner(s) on not less than a quarterly basis. The Association hereby has a right of first refusal in the event that any Commercial Unit owner desires to accept a bona fide third party written offer to sell such owner's interest in the Commercial Unit(s). The Association shall have a period of thirty (30) days following such owner's furnishing the Association with a copy of such offer in which to notify such owner in writing if the Association desires to purchase such owner's interest in the Commercial Unit(s) on the same terms and conditions specified in the offer. Notwithstanding anything to the contrary in any of the Governing Documents, the written consent of the Commercial Unit Owner(s) shall be

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required with respect to any amendment to this Declaration that materially affects the rights or obligations of such Commercial Unit Owner(s) hereunder.

#### ARTICLE VII *Maintenance, Repair, and Replacement*

Section 7.1 *Common Elements.* The Common Elements shall be maintained in good condition by the Association, subject to reasonable wear and tear and casualty. The Declarant, Declarant's general contractor ("General Contractor"), suppliers, or manufacturers may provide information to the Association regarding the use and maintenance of Common Elements. Subject to Section 17.2, the costs and expense for the upkeep and maintenance of the Common Elements shall be a Common Expense of the Unit Owners, and shall be included in the Common Expense Assessments for the usual and ordinary costs and expenses for the maintenance, repair, upkeep and operation of the Common Elements, and each Owner shall pay his or her pro-rata share thereof. The failure to use and maintain the Common Elements as intended and in accordance with any instructions or information from manufacturers, suppliers, the General Contractor or Declarant shall void any warranties and the Association shall indemnify the General Contractor and Declarant, together with their respective representatives, from any and all claims, demands, damages, losses and expenses, including, without limitation, reasonable attorney's fees, resulting directly or indirectly therefrom.

Section 7.2 *Units.* Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of his or her Unit, except those portions of the Unit required by the Declaration or the Act to be maintained, repaired, or replaced by the Association.

Section 7.3 *Right of Access.* Each Unit Owner shall afford to the Association and the other Unit Owners through the Association, and the agents and employees of each of the Association and the Unit Owners, access through such Unit Owner's Unit reasonably necessary for the proper maintenance of the Condominium. In case of an emergency, no request or notice is required and the right of entry shall be immediate, and with as much force as is reasonably necessary to gain entrance, whether or not the Unit

Owner is present at the time.

#### ARTICLE VIII *Special Declarant Rights, and the Declarant Control Period*

Section 8.1 *Special Declarant Rights.* The Declarant reserves the following Special Declarant Rights:

- (a) to complete or make improvements indicated on the Plat and/or Plan filed with this Declaration;
- (b) to maintain sales, management, or leasing offices, and models in Units or on the Common Elements for as long as the Declarant owns a Unit, subject to the following limitations:
  - (i) no more than four (4) Units owned by the Declarant may be used at any one time as sales, management or leasing offices, or models;
  - (ii) offices and models may be located on any floor of the Condominium and may consist of multiple Units with the same floor plan or any combination of floor plans; and
  - (iii) offices and models may be relocated at any time provided the Declarant takes reasonable steps to minimize any disruption to the Unit Owners caused by such relocation;
- (c) to maintain signs on the Condominium to advertise the Condominium until the Declarant no longer owns any Units;
- (d) to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purposes of completion of development, construction, repairs and discharging the Declarant's obligations under the Act and this Declaration; and
- (e) to appoint or remove any officer of the Association or any member of the

Board of Directors, with or without cause, during the period of Declarant control, subject to the provisions of Section 8.3 of this Declaration.

Section 8.2 *Limitations on Special Declarant Rights.* Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the period of time specified herein or in the Act.

#### Section 8.3 *Declarant Control of the Association*

(a) Subject to Section 8.3(b), there shall be a period of Declarant control of the Association during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of Board of Directors. The period of Declarant control terminates not later than the earlier of the 120<sup>th</sup> day after conveyance of 75 percent of the Units or three (3) years after the first completed Unit is conveyed.

(b) Not later than the termination of the period of Declarant control, the Unit Owners shall elect a Board of Directors of at least three members, all of whom shall be Unit Owners and reside in a Condominium Unit as their primary residence. The Board of Directors shall elect the officers before the 31<sup>st</sup> day after the date the period of Declarant control terminates. The persons elected shall take office on election.

#### Section 8.4 *Alterations by Declarant.*

(a) The Declarant shall have the right, at its sole option and cost and expense, without the vote or consent of the Association, other Owners or the representative or representatives of holders of mortgages on Units, to (i) make alterations, additions, or improvements in, to and upon Units owned by the Declarant (hereinafter called "Declarant-Owned Unit") whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Declarant-Owned Unit; (iii) change the size and/or number of Declarant-Owned Units by subdividing one or more Declarant-Owned Units into two or more separate Units, combining separate Declarant-Owned Units

(including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between any Declarant-Owned Unit, or otherwise; (iv) reapportion among the Declarant-Owned Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the Common Elements; and (v) make any other changes to Declarant-Owned Units, to the Plans, or to the Common Elements as are permitted hereunder or under the Act; provided, however, that the percentage interest in the Common Elements of any Units (other than Declarant-Owned Units) shall not be changed by reason thereof unless Owners of such Units shall consent thereto and, provided further, that the Declarant shall comply with all laws applicable thereto.

(b) At any time when the Declarant owns a Unit, the Declarant shall have the authority, at its sole option, cost and expense, to make changes in or additional improvements to the Common Elements without the prior consent of the Association, other Unit Owners or the representative or representatives of holders of mortgages on Units. No Owner shall ever be assessed for any changes or improvements done by the Declarant pursuant to this provision. The provisions of this section may not be added to, amended or deleted without the prior written consent of the Declarant as long as Declarant owns a Unit.

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#### ARTICLE IX *Allocated Interests*

Section 9.1 *Allocation of Interests.* The undivided interest in the Common Elements, the liability for expenses associated therewith and the number of votes in the affairs of the Association allocated to each Unit have been calculated by using the following formulas:

- (a) *Percentages of Undivided Interests in Common Elements.* Arabella Units fall into 1 of 3 categories for purposes of determining allocations of percentages of undivided interests in Common Elements attributable to each Unit ("Allocation Percentages").

Standard: Units up to 1,799 square feet  
PH: Units over 1,800 square feet

The method of measurements as to the Units' area for the purpose of establishing categories is generally as follows: calculations are measured from the outside face of the perimeter exterior wall to the interior face of common corridor walls and from the centerline of demising walls between Units.

Allocations Percentages, as of the date of this Declaration, and initial monthly assessments, are as follows:

Category	Number of Units in Category	Individual Monthly Assessment	Total Monthly Assessments Paid by Category	Total Category Allocation %	Allocation % of Each Unit in Category
Standard	91	\$670.00	\$ 60,970.00	87.42%	0.96%
PH	9	\$975.00	\$8,775.00	12.58%	1.40%
TOTALS	100		\$69,745.00	100.00%	100.00% <sup>1</sup>

Each percentage of ownership in the Common Elements so allocated pursuant to the foregoing subsection (a) was assigned by Declarant to the designated Unit solely for purposes of this Declaration and, regardless of any other matter, such percentage shall remain fixed and constant and, except as provided herein, the same cannot be changed except by the written consent of each and every Owner and any Eligible Mortgagee with respect to such Unit, with the consent and joinder of the Association, duly executed, acknowledged and filed for record as a partial amendment to this Declaration. Notwithstanding the foregoing, during construction of the Condominium, the number of Units in each category is subject to change, in which event the corresponding Allocation Percentages for such category would change. Accordingly, during the Declarant Control Period (as

<sup>1</sup> Allocation Percentages for all Units in a category are equal (for example, each of the 91 Standard Units in has a 0.96% Allocation Percentage). When Allocation Percentages of all Units are added together, the total of all Allocation Percentages is 100%.

defined in the Act), Declarant may unilaterally execute an amendment or supplement to this Declaration to update Allocation Percentages to reflect such changes.

Further notwithstanding the percentage ownership interests assigned to each Unit, as more particularly set forth in the Bylaws, at any meeting of the Association, each Unit shall have votes as set forth in subsection (b) (not otherwise weighted) in the affairs of the Association.

THE PERCENTAGE OF COMMON INTEREST OWNERSHIP IN THE COMMON ELEMENTS SO ALLOCATED PURSUANT TO THIS SECTION 9.1(a) HAS BEEN CALCULATED BY THE DECLARANT BASED UPON THE RESPECTIVE SQUARE FOOTAGE OF EACH UNIT (EXCLUDING THE LIMITED COMMON ELEMENTS APPURTENANT TO SUCH UNIT) COMPARED WITH THE TOTAL OR AGGREGATE SQUARE FOOTAGE OF ALL OF THE UNITS (EXCLUDING THE LIMITED COMMON ELEMENTS APPURTENANT TO SUCH UNIT), CALCULATED IN THE MANNER DESCRIBED HEREIN ABOVE, ALL OF SUCH UNITS BEING MEASURED FOR PURPOSES OF SUCH CALCULATING SUCH SQUARE FOOTAGE ON THE SAME OR IDENTICAL BASIS. THE DIMENSIONS OF SUCH UNITS (EXCLUDING THE LIMITED COMMON ELEMENTS APPURTENANT TO SUCH UNIT) UTILIZED BY THE DECLARANT IN CALCULATING SUCH SQUARE FOOTAGE FOR THE PURPOSES OF ALLOCATING SUCH PERCENTAGE OF COMMON INTEREST OWNERSHIP MAY OR MAY NOT BE, AND NEED NOT BE IN ACCORDANCE WITH THE DIMENSIONS OF THE UNITS (EXCLUDING THE LIMITED COMMON ELEMENTS APPURTENANT TO SUCH UNIT) RESULTING FROM OR BASED UPON THE UNIT BOUNDARIES AS MAY BE DESCRIBED HEREIN, AS OTHERWISE MAY BE SHOWN IN THIS DECLARATION, OR AS MAY HAVE BEEN SHOWN IN ANY PROMOTIONAL OR MARKETING MATERIAL(S) UTILIZED IN THE SALE OF THE UNITS.

(b) *Liability for Common Elements.* The percentage of liability for Common Expenses allocated to each Unit is equal to such Unit Owner's Allocation Percentage forth in subsection (a). Nothing contained in this subsection (b) shall prohibit certain Common Expenses from being apportioned to particular Units as permitted elsewhere in this Declaration and the Act.

(c) *Votes.* Each Unit shall have one (1) vote per share allocated to such Unit in Section 9.1(a). Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Certificate of Formation or Bylaws of the Association, means the specified percentage, portion or fraction of all of the votes allocated in this Section 9.1(c). Any deadlock among the Unit Owners that cannot be resolved after a period of 90 days from when the deadlock first arose shall be decided by mandatory and binding arbitration and the following shall apply: (a) the arbitration shall be decided by one (1) arbitrator. The parties shall choose a mutually acceptable arbitrator, and in the event the parties cannot agree on the selection of the arbitrator, each party shall choose an arbitrator and those two (2) arbitrators shall agree upon the appointment of a third arbitrator who shall be the sole arbitrator; (b) the fees for the arbitration shall be shared equally by the parties and reimbursed to the prevailing party by the non-prevailing party, and such fees shall be consistent with the fees currently charged by arbitrators in Harris County, Texas without regard to the amount in controversy; and (c) a final binding award by the arbitrator shall be made within thirty (30) days from the date of the first notice of the dispute unless extended by mutual agreement or good reason by the arbitrator. All decisions by the arbitrator shall be final.

(d) *Approximate Measurements.* It is expressly stipulated, and each and every Owner, his or her heirs, devisees, legal and personal representatives, and successors and assigns accepting title to a Unit subject to this Declaration acknowledges that the square footage, size and linear dimensions of each Unit (as shown on the Plat and/or Plan), and each area constituting any part of the

Common Elements as set out and shown in this Declaration or the plans and documents attached hereto, are approximate and are shown for descriptive purposes only and do not necessarily reflect or represent the precise percentage of square footage of any specific portion of the Condominium, and that Declarant does not warrant, represent or guarantee that any Unit actually contains the square footage, size and linear dimensions and elevation reflected thereon or herein. Each Owner further acknowledges that he or she shall have had full opportunity and is under a duty to inspect and examine his or her Unit prior to the purchase thereof and agrees that the Unit is purchased as actually and physically existing, and expressly waives any claim or demand of any kind which he or she may have against Declarant or any person whomsoever by reason of any difference, shortage or discrepancy between such Owner's Unit as actually and physically existing and as reflected on the Condominium Plan, and further waives any requirement for adjustments to the percentage ownership of interest shown in the Plat and/or Plan.

(e) *No Partition.* The ownership interests in the Common Elements shall be undivided interests and the Common Elements shall remain undivided and shall not be the object of an action for partition or division of the ownership, so long as such ownership interests are suitable in the context of a condominium; and, in any event, all Mortgages must be paid prior to the bringing of an action for partition, or the consent of all Mortgagees to such action must be obtained. The percentage of the Common Elements allocated to each Unit shall not be separated from such Unit or separately sold, conveyed, encumbered or otherwise separately disposed of, and each interest in the Common Elements shall follow the respective Unit to which it is allocated, and shall be deemed to be conveyed and/or encumbered with its respective Unit to which it is allocated even though the description in the instrument of conveyance or encumbrance shall refer only to the Unit.

#### ARTICLE X

#### *Site Plans or Floor Plans*

Section 10.1 *Plat and/or Plan.* A project plat and Unit plans (floor, elevation, and individual condominium Unit plans) are attached to this Declaration as Exhibit "B". The measurements set forth thereon are approximate values taken from the plans and specifications for the Property and may not be precisely accurate as to any Unit due to variances in construction and interior floor plans. DECLARANT SHALL NOT BE LIABLE TO ANY OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL UNIT MEASUREMENTS FROM THOSE SET FORTH ON THE PLAT AND/OR PLAN OR IN ANY PURCHASE CONTRACT TO WHICH DECLARANT, IS OR WAS A PARTY, AND EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION. At any time during construction, and upon completion of the construction of improvements contemplated by Declarant, Declarant, (without the joinder of any Unit Owner) may file a supplement or amendment to the Declaration to reflect any appropriate changes.

#### **ARTICLE XI**

##### *Restrictions on Use, Occupancy, and Alienation*

Section 11.1 *Use Restrictions.* Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Units and to the Common Elements:

(a) The use of each Unit is restricted to that of a single family residence and accessory uses as permitted herein. Except for those activities conducted as part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities (other than home office and professional pursuits, as may be provided in the Rules and/or Bylaws of the Association), unscheduled public visits, nonresidential storage, mail or other use of a Unit shall be conducted, maintained or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes, except for leasing and renting as provided in this Declaration, the Rules, and/or Bylaws of the Association. A Unit may not be leased for a period less than 12 months without

the prior consent of the Board of Directors, leased or otherwise licensed for overnight, hotel or transient purposes and may not be advertised for overnight or temporary vacation use. Less than the entire Unit may not be leased.

(b) No improper, offensive or unlawful use may be made of the Property; Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and the State of Texas and all ordinances, rules and regulations of the City of Houston, Texas. The violating Unit Owner shall hold harmless the Association and other Unit Owners from all fines, penalties, costs and prosecutions for any violation or noncompliance.

Section 11.2 *Occupancy Restrictions.* Subject to the Special Declarant Rights reserved under Article VIII, the following occupancy restrictions apply to all Units and to the Common Elements.

(a) No Unit Owner shall do any act or permit any act to be done in, on or to any Unit, balcony, parking space, or Common Element which will impair the structural integrity, weaken the support or otherwise adversely affect the building or any Common Element.

(b) No electrical device creating overloading of standard circuits may be used without permission from the Board of Directors. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner who caused it. Total Electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

(c) All Unit Owners shall maintain their Units in a clean and well maintained condition. No storage of trash will be permitted in or outside any Unit in a manner which may permit the spread of fire, odors, or seepage or the encouragement or vermin.

(d) All fixtures and equipment will be used for the purpose for which they were designed. There shall be no floor load in excess of 50 pounds per square foot, unless special arrangements are made and an engineering determination of floor load capacity in the area of the heavy use is approved by the Association.

(e) A parking space(s) is restricted to occupancy by the Owner of the Unit to which the parking space(s) is a Limited Common Element and to be used only for parking of automobiles, motorcycles, and bicycles, and shall not be used for storage or the parking or storage of recreational vehicles, boats or trailers.

(f) Storage of articles of personal property is restricted to identified storage areas or the Unit Owner's Unit. Storage of personal property on balconies, patios or other areas visible from the building's exterior is prohibited. Placement of any articles of personal property, including, furniture and related amenities in such areas shall be restricted to that of the quality, design and appearance compatible with the design and standards of the Condominium project. Any quality issues, questions or variances shall be subject to the approval of the Board of Directors.

(g) No noxious, offensive, dangerous or unsafe activity shall be conducted in any Unit, nor shall anything be done, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights, comforts or convenience of other Unit Owners or occupants.

(h) No animals, birds, or reptiles of any kind shall be kept in a Unit, except for a maximum of two (2) dogs of gentle disposition, or two (2) domestic cats, caged birds, aquarium fish, or other household pets ("Pets"), as approved and licensed in writing by the Association as compatible with the Condominium. All Pets shall at all times be on a leash or in a carrier when outside of a Unit and shall not be left unattended at any time while outside of a Unit and shall not be left unattended for

more than two (2) hours on any balcony or exterior enclosure of a Unit. Owners shall comply at all times with the rules and regulations promulgated by the Association pertaining to ownership and maintenance of Pets. Pets may not be kept, board, or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Board of Directors. Unit Owners shall hold the Association harmless from any claim resulting from any action of their pets. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

(i) All clothes dryers will have lint filters which will remain installed and prevent lint from accumulating in the vent duct. Exhaust vents or conduit runs for clothing dryers in certain areas of the Condominium exceed the length for standard dryers. All clothing dryers installed and used in a Unit must contain the proper exhaust vent connections and capacity, including compliance with any excess venting capacity specifications at all times, as may be required by the manufacturer, General Contractor, plans, specifications, Rules, Bylaws, and/or the Association. All stove hoods will have grease screens which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept clean in good order and repair by the Unit Owner.

(j) No signs, window displays or advertising visible from outside a Unit (except for a Unit number, name plate or sign not exceeding nine (9) square inches in area, on the main entrance door to each Unit as approved by the Association) shall be maintained or permitted in any part of a Unit.

(k) No Owner shall erect antennae, awnings or other exterior attachments, or place any reflective material in the windows of a Unit or on the Balcony thereof, including the placement or installation of any equipment or materials on the roof of the Building. The Declarant will provide the connections for cable television to be provided to Units. At the time of initial construction of the Condominium building, Declarant will also provide the conduit shall framework to the roof of

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the Condominium for the future optional installation of connections to provide satellite dish television reception for Units at the sole election, cost, and expense of the Association and Unit Owners. Satellite reception connections and equipment with the exception of the empty conduit framework set forth above, will not be included in the construction of the Condominium or provided at a later time by the Declarant.

(l) All window coverings visible from any portion of the exterior of the Condominium, including, without limitation, drapes, shades, shutters, and/or backings, shall be of design and materials consistent with the quality, standards and design of the Condominium and shall be dark charcoal grey or black. Any quality issues, questions or variances shall be subject to the Board of Directors' approval.

Section 11.3 *Leasing Restrictions*. All leases and rental agreements shall be subject to Section 11.1(a) and shall be in writing and subject to the requirements of the Declaration, the Certificate, Bylaws and Rules of the Association. All leases of a Unit shall include a provision that the tenant will recognize and attest to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Governing Documents against the tenant, provided the Association gives the landlord written notice to the last known address of landlord, of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

Section 11.4 *Sales Restriction Period*. Until Declarant has closed sales of eighty-five percent (85%) of the Units (the "Sales Restriction Period"), no Unit Owner shall offer any Unit for sale or advertise or otherwise market or attempt to market a Unit for sale in any way. Each Unit Owner agrees that the breach of this provision during the Sales Restriction Period shall entitle the Association to exercise the remedy of specific performance or damages against the Unit Owner. This restriction shall not apply to any foreclosure, acceptance of a deed in lieu of foreclosure or exercise of the power of sale by any Mortgagee.

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## ARTICLE XII

*Easements, Licenses and Encroachments*

Section 12.1 *Recording Data*. All easements and licenses to which the Condominium is currently subject are recited in Exhibit "C" hereto. In addition, the Condominium may be subject to other easements or licensed granted by the Declarant pursuant to Article VIII of this Declaration.

Section 12.2 *Non-Exclusive Easements*. A Unit Owner and tenants of Units in the Condominium, and the members of their families and servants residing in their Units, and their guests and invitees, shall have a valid non-exclusive easement for the use of the Common Elements, subject to reasonable regulation in the Rules and Regulations of the Association; *provided, however* that the Association may temporarily suspend the Unit Owner's rights under the easement for the failure to pay assessments or to abide by the Association's rules and regulations for use of the Common Elements and facilities.

Section 12.3 *Right of Ingress and Egress*. A Unit Owner has an unrestricted right of ingress and egress to his or her Unit. Such right of ingress and egress is perpetual and passes with the transfer of ownership of the Unit.

Section 12.4 *Encroachments*. To the extent that the construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements results in a Unit or Common Element encroaching on another Unit or Common Element, a valid easement for both the encroachment and its maintenance shall exist for the entire period during which such encroachment exists; *provided, however*, that a valid easement for the encroachment and its maintenance shall not exist if the physical boundaries of a Unit after the construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements is not in substantial accord with the description of those boundaries as described in this Declaration.

## ARTICLE XIII

*Amendment of Declaration*

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Section 13.1 *Amendment by Unit Owners*. Except as otherwise provided by the Act or this Declaration, including, without limitation, the provisions of Article VII, VIII, and XVII, and as limited by Article XVI herein, this Declaration, including the Plat and/or Plan, may be amended only by vote or agreement of Unit Owners to which at least 67 percent of the votes in the Association are allocated, or any larger majority this Declaration specifies. The procedure for amendment must follow the procedures of Section 82.067 of the Act.

Section 13.2 *Amendment by Board of Directors or Declarant*. The Board of Directors or the Declarant, if the Declarant owns a Unit that has never been occupied, may without a vote of the Unit Owners or approval of the Association amend the Declaration in any manner necessary to meet the requirements of the Federal National Mortgage Association, The Federal Home Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration.

Section 13.3 *Amendment Restrictions*. This Declaration may not be amended without the written consent of Declarant which in any way modifies, reduces, or eliminates any of the rights granted to Declarant herein, including without limitation, Special Declarant Rights set forth in Article VII, Article VIII, Article XII, Article XVII, and Article XXIII. The provisions of this section shall survive and remain effective following termination of the period of Declarant control as set forth in Section 8.3 herein.

## ARTICLE XIV

*Amendments of Bylaws*

Section 14.1 *Amendment of Bylaws*. Except as otherwise provided by law or this Declaration, and as limited by Article XVI of this Declaration, the Bylaws may be amended only by vote or agreement of Members representing at least a majority of the vote to be cast at a meeting for which a quorum is obtained.

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## ARTICLE XV

*Termination*

Section 15.1 *Termination*. Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs must be agreed to by Unit Owners who represent at least 80 percent of the votes in the Association and by at least 51 percent of Eligible Mortgagees. Notwithstanding any lower requirement permitted by this Declaration or the Act, any actions to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the property must be agreed to by Unit Owners who represent at least 80 percent of the votes in the Association and by at least 67 percent of Eligible Mortgagees. Subject to the foregoing, termination of the Condominiums may be accomplished only in accordance with Section 82.068 of the Act.

## ARTICLE XVI

*Mortgage Protection*

Section 16.1 *Notice of Actions*.

(a) The Association shall give timely written notice to each holder, insurer, or guarantor of a mortgage on any Unit in the Condominium of which it has received notice pursuant to subsection (b) of:

- (i) any condemnation or casualty loss that affects a material portion of the Condominium property or applicable Unit;
- (ii) any delinquency in the payment of assessments or charges owed by the Unit Owner more than sixty (60) days past due as to the applicable Unit;
- (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

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- (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.
- (b) A holder, insurer or guarantor of a mortgage on any Unit must notify the Association in writing of its name and address and inform the Association that it holds a security interest in a Unit. It must provide the Association with the Unit number and address of the Unit on which it holds a security interest.

*Section 16.2 Material Provisions of Governing Documents.*

(a) Notwithstanding any requirements permitted by this Declaration or the Act, no amendment of any material provision of the Governing Documents by the Association or the Unit Owners described in this Section shall be effective without notice as required by Section 16.1 above, or without the vote of at least 67 percent of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act). A change to any of the following would be considered material:

- (i) voting rights;
- (ii) increases in assessments that raise the previously assessed amount by more than 25 percent; assessment liens, or priority of assessment liens;
- (iii) reductions in reserve for maintenance, repair, and replacement of Common Elements;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the General or Limited Common Elements, or rights to their use;
- (vi) redefinition of any Unit boundaries;
- (vii) convertibility of Units into Common Elements or vice versa or the combining of two or more adjacent Units;
- (viii) expansion or contraction of the Condominium, or the addition,

annexation, or withdrawal of property to or from the Condominium;

- (ix) hazard or fidelity insurance requirements;
- (x) imposition of any restrictions on the leasing of Units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xii) restoration or repair the Condominium (after damage or partial condemnation) in a manner other than that specified in the Governing Documents; or
- (xiii) any provisions that expressively benefit the mortgage holders, or guarantors.

(b) Notwithstanding anything to the contrary in the Governing Documents, the agreement of Eligible Mortgagees representing at least 51 percent of the votes of Units that are subject to mortgages is required for:

- (i) any amendments of a material adverse nature to mortgagees; and
- (ii) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons.

Such Eligible Mortgagee's approval may be assumed if such Eligible Mortgagee fails to submit a response to any written proposal for such an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

*Section 16.3 Financial Statements.* To the extent the Association does not have an audited financial statement, any Eligible Mortgagee or Eligible Insurer shall have the right to have an audited financial statement prepared at its own expense.

*Section 16.4 Reserve Fund.* The Association shall maintain an adequate reserve

fund for the maintenance and repair of the Common Elements, which shall be funded from regular monthly assessments for the Common Expenses and from the initial deposits. The reserve fund shall be maintained in a separate account.

*Section 16.5 Insurance Requirements.* The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with the recommendations of Tracy Williams and its successors.

*Section 16.6 Additional Mortgagee Protections.* Notwithstanding anything to the contrary:

- (a) No provision of the Governing Documents is intended to give, or gives, a Unit Owner or any other party priority over any rights of the first mortgagee of such Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.
- (b) With respect to any unpaid dues or Assessments, any first mortgagee who obtains title to a Unit pursuant to the remedies in the applicable mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted Assessments, dues or charges accrued before acquisition of the title to the Unit by such mortgagee. If the Association's lien priority includes costs of collecting unpaid Assessments or dues, such mortgagee will be liable for such fees or costs of collection.
- (c) The Governing Documents do not contain a right of first refusal. However, if ever created, any right of first refusal in the Governing Documents will not adversely impact the rights of a mortgagee or its assignee to:
  - (i) Foreclose or take title to a condominium unit pursuant to the remedies in the mortgage;
  - (ii) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) Sell or lease a unit acquired by the mortgagee or its assignee.

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## ARTICLE XVII

### *Assessment and Collection of Common Expenses*

*Section 17.1 Apportionment of Common Expenses.* Except as otherwise provided by the Act or this Declaration, the Common Expenses are the expenses as determined initially by the Declarant and thereafter by the Association to include, without limitation, expenses attributable to the Condominium and categories of estimated expenses set forth in the Budgets for the Association, including the projected Budget for the first fiscal year of the Association. All Common Expenses shall be assessed against all Units in accordance with the percentage interests in the Common Elements defined in Section 9.1 of this Declaration.

*Section 17.2 Common Expenses Attributable to Fewer than all Units.*

(a) Any Common Expenses associated with the maintenance, repair, or replacement of components or elements attached to, planted on, or a part of, patios, decks, exterior surfaces, trim, siding, doors, windows, storage area, and elevators shall be assessed against the Unit or Units to which the Limited Common Element is assigned as a Common Expense. Any quality issues, questions or variances shall be subject to the approval of the Board of Directors. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

(b) Any Common Expense associated with the maintenance, repair, or replacement of any chimney shall be assessed against the Unit served by such chimney, if any.

(c) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against that

Unit.

(d) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(e) If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against the Unit Owner's Unit.

(f) Fees, charges, taxes, impositions, late charges, fines, collection costs and interest charged against a Unit Owner pursuant to the Governing Documents and the Act are enforceable as Common Expense assessments.

**Section 17.3 Responsibility for Assessment of Common Expenses.** The Board of Directors shall be responsible for levying and collecting general and special assessments for Common Expenses. For purpose of this Article XVII, "assessments" means regular and special assessments (including payments or obligations to reserve accounts), dues, fees, charges, interest, late fees, fines, collection costs, reasonable attorneys' fees, and any other amount due to the Association by the Unit Owner or levied against the Unit by Association, all of which are enforceable as assessments under Section 82.113 of the Act.

**Section 17.4 Lien.** The Association has a lien on a Unit for a Common Expense assessment levied against the Unit or fines imposed against its Unit Owner from the time the Common Expense assessment fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to a Common Expense assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due.

A lien for Common Expense assessments will not be affected by the sale or transfer of the Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

**Section 17.5 Priority.** The Association's lien for assessments has priority over any other lien, except as otherwise provided in Section 82.113(b) of the Act.

**Section 17.6 Commencement of Common Expense Assessments.** Monthly Common Expense assessments shall begin on the date of closing of a conveyance to a Unit Owner other than the Declarant (the "Initial Assessment Date") and shall be due on the first day of each subsequent calendar month thereafter, without notice. Declarant shall pay the pro rata share of assessments for all unsold Units from the Initial Assessment Date until the earlier of three (3) years thereafter or expiration of the period of Declarant control expires pursuant to Section 8.3. The initial periodic Common Expense assessment shall be prorated for the first month from the date of closing of the conveyance of such Unit, and with two (2) full monthly assessments prepaid at closing, together with an initial reserve assessment upon closing equal to two (2) full monthly assessments.

**Section 17.7 No Waiver of Liability for Common Expenses.** No Unit Owner may become exempt from liability for payment of Common Expense assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense assessments are made.

**Section 17.8 Personal Liability of Unit Owners.** The Unit Owner of a Unit, at the time a Common Expense assessment or portion of the assessment is due and payable, is personally liable for the Common Expense assessment or portion of the assessment is due and payable, is personally liable for the Common Expense assessment, which is secured by a continuing lien on the Unit Owner's Unit.

Personal liability for such Common Expenses assessments shall not pass to a successor in title to the Unit unless the successor agrees to assume the obligation.

**Section 17.9 Remedies for Failure to Pay Assessments.** The Association's remedies for a Unit Owner's failure to pay assessments levied by the Association include, but are not necessarily limited to, those remedies set forth in Section 82.102 and 82.113 of the Act.

## ARTICLE XVIII

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### Interest Rate

**Section 18.1 Interest on Delinquent Assessments.** In the event of default in the payment of any monetary obligation to the Association, a Unit Owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Board of Directors, not to exceed the maximum permitted by law.

**Section 18.2 Default Interest Rate.** If the Board of Directors shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall be the lesser of 18 percent per annum or the maximum rate permitted by law.

Owner, tenant, mortgagee or occupant. To the extent there are unsold Units owned by the Declarant, the Declarant shall enjoy the same duties as any other Unit Owner would as they relate to each individual unsold Unit. So long as the Declarant owns one or more Units, the Declarant shall be subject to the provisions of the Governing Documents.

**Section 20.2 Adoption of Rules.** The Board of Directors may adopt and amend rules and regulations regarding the use and occupancy of Units as it affects the Common Elements, the Limited Common Elements and the activities of occupants.

## ARTICLE XXI

### Damage to or Destruction of Property

**Section 21.1 Duty to Restore.** Subject to Section 82.111 of the Act, a portion of the Condominium for which insurance is required under Section 82.111 that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Condominium is terminated;
- (b) repair or replacement would be illegal under any federal, state or local health or safety statute or ordinance; or
- (c) at least 80 percent of the Unit Owners, including each Unit Owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired, and Eligible Mortgagees (as provided for in Article XVI) vote to not rebuild.

**Section 21.2 Cost.** The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

## ARTICLE XXII

### Condemnation

**Section 22.1 Condemnation.** If part or all of the Condominium is taken by any

## ARTICLE XIX

### Right to Assign Future Income

**Section 19.1 Right to Assign Future Income.** The Association may assign its right to future income, including the right to receive Common Expense assessment, only by the affirmative vote of Unit Owners to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose and only after payment of all accrued and outstanding expenses and after making provision for the payment of all ordinary operating expenses of the Condominium for the period during which the right to future income, including the right to receive Common Expense assessments, has been assigned.

## ARTICLE XX

### Persons and Units Subject to Governing Documents

**Section 20.1 Compliance with Governing Documents; Uniform Applicability.** All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Governing Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Unit constitutes agreement that the provisions of the Governing Documents are accepted and ratified by that Unit

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power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 82.007 of the Act.

#### ARTICLE XXIII

*Rights of Action*

Section 23.1 *Rights of Action.* The Association and any aggrieved Unit Owner shall have a right of action against the Declarant, a Unit Owner or any other person who fails to comply with the provisions of the Governing Documents or the decisions made by the Association. A Unit Owner has a right of action against the Association for a violation of the Governing Documents or the decision of the Association.

Section 23.2 *Arbitration.* Any controversies, claims or disputes involving Declarant, its representatives, the Association, the General Contractor for Declarant, or any Unit Owner which cannot be resolved by good faith negotiations shall be resolved by mandatory and binding arbitration and the following shall apply: (a) the arbitration shall be decided by one (1) arbitrator. The parties shall choose a mutually acceptable arbitrator, and in the event the parties cannot agree on the selection of the arbitrator, each party shall choose an arbitrator and those two (2) arbitrators shall agree upon the appointment of a third arbitrator who shall be the sole arbitrator; (b) the fees for the arbitration shall be shared equally by the parties and reimbursed to the prevailing party by the non-prevailing party, and such fees shall be consistent with the fees currently charged by arbitrators in Harris County, Texas without regard to the amount in controversy; and (c) a final binding award by the arbitrator shall be made within thirty (30) days from the date of the first notice of the dispute unless extended by mutual agreement or good reason by the arbitrator. All decisions by the Arbitrator shall be final, and any judgment upon the award rendered by the Arbitrator may be confirmed, entered and enforced in any court having proper jurisdiction.

#### ARTICLE XXIV

*Miscellaneous*

Section 24.1 *Appointment of Attorney-in-Fact.* Each Unit Owner, by acceptance of a deed or other instrument of conveyance from Declarant or from any Unit Owner or grantor resulting in ownership of a Unit, shall be deemed to appoint the Association as

his or her true and lawful attorney-in-fact (which shall be deemed to be irrevocable power of attorney coupled with an interest and not voidable due to the incapacity or disability of an Unit Owner) to act in connection with all matters concerning the maintenance of insurance policies and the destruction, repair or obsolescence of the Condominium, in whole or in part. Without limiting the generality of the foregoing, the Association, by and through its President or Vice President, shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds, to institute and prosecute litigation or arbitration, to pay all costs associated with its activities as Common Expenses (to the extent the proceeds received from such insurance are not adequate to pay such costs), to administer the distribution of such proceeds in connection with any reconstruction or repair, to distribute any remaining proceeds to Unit Owners and their mortgagees (subject to the provisions of the Governing Documents and the Act) as their interests may appear, to execute releases of liability, and to execute all documents and to do all things on behalf of the Unit Owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters (other than exercising any voting rights in determining whether to repair or reconstruct). The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit (except to the extent available by endorsement as herein provided) or covering the liability of any Unit Owner for occurrence not caused or connected with the Association's operation, maintenance or use of the Condominium.

Section 24.2 *Security.* The Association and/or Declarant shall not in any way be considered an insurer or guarantor of security within the property. Neither shall the Association be held liable for any loss or damages by reason of failure to provide adequate security of ineffectiveness of security measures undertaken. The Association does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by an authorized representative of Declarant this 8 day of April, 2015.

**MARLOWE VP, LP**

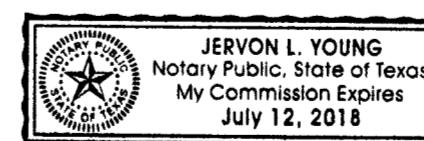
By: Marlowe GP, LLC  
Its: General Partner

By: DC Partners, LLC  
Its: Manager

By:  
Name: Randall Davis  
Title: Pres

**THE STATE OF TEXAS §  
COUNTY OF HARRIS §**

Before me, the undersigned authority, on this 8 day of March, 2015, personally appeared Randall Davis as Pres/CP of DC Partners, LLC, a Texas limited liability company that is the Manager of Marlowe GP, LLC, a Texas limited liability company that is the General Partner of Marlowe VP, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of such limited partnership.



Notary Public In and for the State of Texas

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Signature Page to  
Declaration of Marlowe

**SEE EXHIBITS "A", "B" AND "C" TO FIRST  
AMENDMENT TO DECLARATION OF  
MARLOWE CONDOMINIUMS**

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

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ANY PROVISION HEREIN WHICH RESTRICT 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



OCT 05 2018  
*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM  
At the time of recordation, this instrument was  
duly filed and adequate for the best photographic  
reproduction by means of mimeograph, carbon or  
photo copy, discolor paper, etc. All blackouts,  
additions and changes were present at the time the  
instrument was filed and recorded.

**Certificate of Formation of  
Condominium Owners Association**

F I L E D  
In the Office of the  
Secretary of State of Texas

JUL 01 2015

Corporations Section

**CERTIFICATE OF FORMATION OF  
MARLOWE CONDOMINIUM OWNERS ASSOCIATION  
A NONPROFIT CORPORATION**

This certificate of formation is submitted for filing pursuant to the applicable provisions of the Texas Business Organizations Code.

**ARTICLE I**

*Condominium Association*

The Association shall be, mean, and constitute a Condominium Unit Owner's association organized under Section 82.101 of the Uniform Condominium Act (Texas Property Code, Chapter 82) (the "Condominium Act"), as more specifically described in the Declaration of Marlowe Condominiums, to be recorded in the Official Public Records of Real Property of Harris County, Texas (as amended from time to time, the "Declaration"), with respect to certain real property located in the City of Houston, Harris County, Texas, and described in the Declaration.

**ARTICLE II**

*Name*

The name of the Association is Marlowe Condominium Owners Association.

**ARTICLE III**

*Non-Profit Corporation*

The Association is a non-profit corporation.

## ARTICLE IV

### *Duration*

The duration of the Association shall be perpetual.

## ARTICLE V

### *Purposes*

The purposes for which the Association is formed are to exercise the rights and powers and to perform the duties and obligations of the Association in accordance with the Declaration, the bylaws of the Association (the "Bylaws"), and the laws of the State of Texas, including the Condominium Act, as each may be amended from time to time.

## ARTICLE VI

### *Powers*

In furtherance of its purposes, the Association shall have the following powers which, unless otherwise provided in these Articles, the Declaration, the Bylaws, or the laws of the State of Texas, may be exercised by the board of directors:

1. all rights and powers conferred upon non-profit corporations by the laws of the State of Texas in effect from time to time;
2. all rights and powers conferred upon condominium associations by the laws of the State of Texas, including the Condominium Act, as amended from time to time; and
3. all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate, the Declaration, the Bylaws, or the laws of the State of Texas.

## **ARTICLE VII**

### *Membership*

The Association shall be a non-stock membership corporation. The members of the Association shall consist solely of the owners of units of the condominium created by the Declaration. The Declaration and Bylaws shall determine the number and qualifications of members of the Association; the classes of membership, if any; the voting rights and other privileges of membership; and, the obligations and liabilities of members. Cumulative voting is not allowed.

## **ARTICLE VIII**

### *Management by Board of Directors*

The management and affairs of the Association shall be vested in the board of directors, except for those matters expressly reserved to the members in the Declaration and Bylaws. The Bylaws shall determine the number and qualifications of directors; the term of office of directors; the methods of electing, removing, and replacing directors; and, the methods of holding board meetings and obtaining consents.

## **ARTICLE IX**

### *Limitations on Liability*

An officer or director of the Association shall not be liable to the Association or any unit owner for monetary damages for an act or omission in the officer's or director's capacity as an officer or director, except that this Article IX does not eliminate or limit the liability of an officer or director to the extent the officer or director is found liable for: (1) a breach of the officer's or director's duty of loyalty to the Association; (2) an act or omission not in good faith that constitutes a breach of duty of the officer or director to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law; (3) a transaction from which

the officer or director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the officer's or director's office; or (4) an act or omission for which the liability of the officer or director is expressly prohibited by statute.

If the Texas Business Organizations Code or Texas Non-profit Corporation Act contained therein (the "Act") or the Condominium Act is amended after the date of adoption of this Article IX to authorize action further eliminating or limiting the personal liability of officers or directors, then the liability of an officer or director of the Association shall be eliminated or limited to the fullest extent permitted by such statutes, as so amended. Any repeal or modification of the foregoing paragraph shall not affect adversely any right of protection of an officer or director of the Association existing at the time of such repeal or modification.

## ARTICLE X

### *Amendment of Certificate*

This Certificate may be amended in accordance with the requirements of the Act; provided, however, that:

- A. an amendment shall not conflict with the Declaration or the Condominium Act.
- B. an amendment shall not impair or dilute a right granted to a person by the Declaration, without that person's written consent.

## ARTICLE XI

### *Amendment of Bylaws*

The Bylaws of the Association may be amended or repealed according to the amendment provision of the Bylaws, which may reserve those powers to the members, exclusively.

## ARTICLE XII

### *Dissolution*

The Association may be dissolved only as provided in the Declaration, the Bylaws, and the laws of the State of Texas. On dissolution, the assets of the Association shall be distributed in accordance with the Declaration provision for distribution upon termination; if the Declaration has no such provision, then in accordance with the termination provision of the Condominium Act.

## ARTICLE XIII

### *Action By Non-Unanimous Consent Without Meeting*

Unless otherwise restricted by law, this Certificate, or the Bylaws, any action required or permitted to be taken at any meeting of the members, directors, or members of a committee of the board of directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors, or members of a committee of the board of directors having the requisite votes to take that action at a meeting at which all of the members, directors, or members of a committee of the board of directors were present and voted. Such written consent shall bear the date of the signature of each member, director, or committee member who signs the consent, and such written consent shall not be effective unless, within sixty (60) days after the date of the earliest dated consent, a consent or consents signed by the required number of members, directors, or committee members is delivered to the Association. Delivery shall be by hand or certified or registered mail, return receipt requested. Prompt notice of the taking of any action by members, directors, or committee members without a meeting by less than unanimous written consent shall be given to all members, directors, or committee members who did not consent in writing to the action.

## ARTICLE XIV

### *Initial Board of Directors*

The number of directors constituting the board of directors of the Association and their qualifications shall be fixed or determined by, or in the manner provided in, the Bylaws of the Association. In the absence of a bylaw providing for the number of directors, or should the Association fail to determine the number of directors in the manner provided in the Bylaws, the number of directors constituting the board of directors shall be three (3). The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as the initial directors of the Association are:

Acho Azuike  
2506 W. Main, 5th Floor  
Houston, TX 77098

Natalie Davis  
1210 West Clay Street  
Houston, TX 77019

Jervon Young  
1210 West Clay Street  
Houston, TX 77019

## ARTICLE XV

### *Initial Registered Office Registered Agent*

The address of the initial registered office of the Association is 1210 West Clay Street, Ste. 10, Houston, Texas 77019, and the name of the initial registered agent at such address is Marlowe GP, LLC.

## ARTICLE XVI

### *Incorporation*

The name and street address of the organizer are as follows:

Marlowe GP, LLC  
1210 West Clay Street  
Houston, TX 77019

EXECUTED the 8 day of April, 2015.

**MARLOWE GP, LLC**

By: DC Partners, LLC  
Its: Manager

By: \_\_\_\_\_  
Printed Name: Ronald Davis  
Title: Pres

**Bylaws and Rules of  
Condominium Owners Association**

**FIRST AMENDMENT TO**  
**RULES AND BYLAWS OF MARLOWE CONDOMINIUM OWNERS ASSOCIATION**

Reference is made to the Rules of Marlowe Condominium Owners Association dated April 8, 2015 (as amended, the “**Rules**”). Capitalized terms not defined herein are as defined in the Rules.

In accordance with the Rules and Article V of the Bylaws of Marlowe Condominium Owners Association dated April 8, 2015 (as amended, the “**Bylaws**”), the Board of Directors is empowered to amend the Rules.

Pursuant to Section 11.2 of the Bylaws, the Bylaws may be amended by the affirmative vote of Members holding a majority of votes. As of the date hereof, MARLOWE VP, LP, a Texas limited partnership (“**Declarant**”) is the sole owner of any Units and is the sole Member of the Association and is accordingly empowered to amend the Bylaws.

Construction of the Building is progressing and Declarant and the Board of Directors desire to update the Bylaws and Rules.

Declarant and the Board of Directors also desire to clarify the requirements for Members to elect Directors and the scope of the authority of the Board of Directors regarding various matters of significant importance to Members.

The undersigned Declarant and Board of Directors, acting by unanimous written consent by execution hereof, hereby adopt the following amendments to the Rules and Bylaws:

1. The Rules and Bylaws are hereby amended, throughout, to provide that any references to facsimile transmissions are deemed to also refer to transmission by electronic mail.

2. A “quorum” is present at a meeting when a specified percentage of Members appear. Members can “appear” either by attending in person or by giving someone else who attends in person written proxy to cast their vote. Section 2.11 of the Bylaws describes requirements for proxies. There are exceptions where a larger percentage of votes is required, but generally, the majority consensus of votes held by Members appearing at a meeting where a quorum is present binds all of the Members. Section 2.9 of the Bylaws defines a quorum of Members and is hereby amended and replaced with the following:

“Section 2.9 Quorum. At any meeting of the Association the presence, either in person or by written proxy given under Section 2.11, of Members entitled to cast at least 25 percent (25%) of the votes that may be cast shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.”

3. Sections 3.4 and 3.6 of the Bylaws describe how Members elect Directors. Generally, Directors are elected at the annual Members meetings to serve full terms as described in Section 3.2. Members with a required vote can also remove and replace a Director before that Director’s term ends, either at an annual meeting or at a special meeting. To do so at a special meeting, Members with at least 20% of the votes of the Association can call the special meeting by giving notice as required under Section

2.5. Section 3.6 of the Bylaws is hereby amended and replaced for clarification and to allow for removal by written consent with the following:

**"Section 3.6. Removal of Directors.** At any annual meeting or special meeting of the Association, any one or more of the Directors whose term has not expired may be removed with or without cause by Members, whether present in person or by proxy at such meeting, representing at least two-thirds of the votes entitled to be cast at such meeting and a successor shall immediately be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard. A Director whose term has not expired may also be removed and replaced by the written consent of over fifty percent (50%) of the outstanding votes of the Members."

4. The following is added as Section 2.15 to the Bylaws:

"Section 2.15. Notwithstanding anything to the contrary, from and after expiration of the Declarant Control Period as defined in Section 8.3 of the Declaration, the following actions require the affirmative vote or consent of Members collectively holding at least 75% of the outstanding votes:

(a) To protect the continuity of design of the Building's exterior and General Common Elements and to maintain a uniform and pleasing appearance consistent with the Building's original design, material changes to the appearance of the Building's façade, lobby area and amenities shall not be made without the affirmative vote or consent of Owners collectively holding at least 75% of the outstanding votes. If approved by the requisite vote, such changes must be designed by the Building's original designers with respect to the element to be changed, *i.e.*, Powers Brown Architecture, with respect to the exterior of the Building, Contour Interior Design (Nina Magnon), with respect to the interior, and ARTBOT Services or a comparable artist with respect to the mural located in the Building's garage. If the applicable firm is no longer in business or reasonably available, a firm of comparable reputation must be retained. If work to make material changes to the appearance or interior design of the Building's entry and lobby commences within ten (10) years of the end of the Declarant Control Period, the Association shall reimburse Declarant \$200,000.00 within thirty (30) days of commencement of such work.

(b) Without limitation of Section 2.15(a), repairs, restoration and touch-ups to the garage mural shall be performed by ARTBOT Services or by the original artist. In the event of any significant changes or elimination of such mural within ten (10) years of the end of the Declarant Control Period, the Association shall reimburse Declarant the sum of \$42,000.00 within thirty (30) days of commencement of work to make such changes or elimination.

(c) Notwithstanding Section 5.2 of the Bylaws, the Board of Directors may not adopt, amend or terminate Rules with respect to the leasing of Units without the affirmative vote or consent of Owners collectively holding at least 75% of the outstanding votes."

5. The following Rules are added to Section C of the Rules:

*"C-6. Form of Lease.* An owner desiring to lease such Owner's Unit shall submit the proposed written lease to the Board of Directors for approval and such form shall be deemed approved unless disapproved with written notice to the Owner within ten (10) days of submission, describing with specificity all objectionable items. Notwithstanding anything to the contrary, such Owner may redact sensitive personal information of the tenant from the submission to the Board of Directors. Provided that: (i) the proposed tenancy complies with these Rules, (ii) the form of lease and any addenda: (a) expressly provide that occupancy is subject to all Rules and Governing Documents, including, without limitation Rule C-9, and (b) are in substantial conformity with the terms of then-current forms of Residential Lease and associated addenda published by the Texas Association of Realtors, the Association shall not have discretion to disapprove of the Owner proposed lease, and (iii) . Following disapproval, an Owner may correct objectionable items and resubmit.

*C-7. Maximum Leasing.* The Association shall maintain a current list of leased Units and the commencement and expiration dates of such leases. Up to, but not more than, thirty percent (30%) of the Building may be leased for occupancy by tenants at any given time.

*C-8. Criminal History.* Unless prohibited by applicable law, no Unit may be leased to a potential tenant who is registered, or required to be registered, as a sex offender or has pleaded guilty or *nolo contendre* to or been convicted of: (i) a felony, or (ii) a misdemeanor involving distribution of a controlled substance, violence to another person or destruction of property. Provided that a proposed tenant meets this requirement and such proposed tenant's residing in the Building would not otherwise violate applicable law or these Rules, the Board of Directors shall not have discretion to prevent an Owner from leasing to such tenant.

*C-9. Delinquent Payments to Association.* By entering into any lease, the Owner of the Unit acknowledges and agrees that, at any time such Owner is delinquent with respect to payment of any assessments or other charges due to the Association, the Association may require that all rent due under such lease be paid directly to the Association for application toward such delinquent amounts. Each Owner is responsible for notifying potential tenants of this provision and each lease must contain written notice to tenants of this provision.

*C-10. Rental Program.* The Board of Directors shall not have the right to add rules, adopt or modify any existing rules with respect to the leasing of Units by Owners without the consent or approval of seventy-five percent (75%) of Owners."

6. The second sentence of Rule D-8 with respect to use of barbecue grills is hereby modified to provide that such use is prohibited unless expressly permitted by the Board of Directors.

7. The following is added as Rule D-14:

*"D-14. Audio Speaker Installation.* The installation of speakers within the walls or ceiling of any Unit may be performed only with the use of a sound baffling system in

the case of installations within the ceiling space of a Unit and may not be installed in demising walls (common wall between Units)."

8. The following is added as Rule D-15:

"D.15. *Contractors.* Prior to any contractor hired by an Owner commencing work in the Building, the Owner shall provide the Association with each such contractor's business name, point of contact and insurance certificate showing minimum liability limits of \$1,000,000 naming the Association as an additional insured. Contractors must dispose of all trash off site and may not use the Association's dumpsters to remove construction debris. The Board may designate reasonable hours for scheduling and use of the elevators by contractors. Without limitation of a Unit Owner's responsibility for the costs of damage to the Common Elements caused by such Owner or such Owner's guests, tenants and invitees, each Owner is responsible for the costs of repair and cleaning Common Elements necessitated by the conduct of such Owner's contractors."

9. The third sentence of Rule E-5, preventing reservations of more than seven (7) consecutive days in a guest suite, is hereby deleted."

10. The following is added as Rule H-7:

*"Parking Garage.* Declarant, during the Declarant Control Period, and, thereafter, the Association, reserves the right to adopt speed limits and other reasonable rules and regulations governing use of the parking garage. Without limitation, vehicle stickers designating vehicles with reserved and unreserved parking may be issued and required.

11. Except as amended hereby, the Rules and Bylaws remain in effect.

[REMAINDER OF PAGE BLANK]

**EXECUTED** as of the date of the last signature below, to be effective for all purposes on the 12 day of October, 2018. This instrument may be executed manually or electronically and in more than one counterpart, each of which shall be an original and which, together, constitute one and the same instrument. Executed counterparts may be delivered by hand delivery, overnight delivery, mail, facsimile transmission or electronic means, including, without limitation, by electronic mail. Duplicate copies of executed counterparts including, without limitation, duplicate copies in pdf, tiff, jpeg or other electronic form, photocopies, scanned copies and printouts of electronic copies, shall have the same full force and effect as originals.

**BOARD OF DIRECTORS:**



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ACHO AZUIKE

---

EMILIO GUZMAN

---

LEIGH HUMBLE

**DECLARANT**

**MARLOWE VP, LP, a Texas limited partnership**

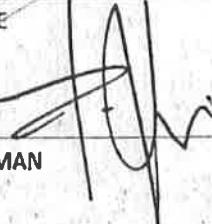
By: Marlowe GP, LLC  
Its: General Partner

By:   
Printed Name: Acho Azuike  
Title: President

EXECUTED as of the date of the last signature below, to be effective for all purposes on the 1<sup>st</sup> day of October, 2018. This instrument may be executed manually or electronically and in more than one counterpart, each of which shall be an original and which, together, constitute one and the same instrument. Executed counterparts may be delivered by hand delivery, overnight delivery, mail, facsimile transmission or electronic means, including, without limitation, by electronic mail. Duplicate copies of executed counterparts including, without limitation, duplicate copies in pdf, tiff, jpeg or other electronic form, photocopies, scanned copies and printouts of electronic copies, shall have the same full force and effect as originals.

**BOARD OF DIRECTORS:**

  
ACHO AZUIKE

  
EMILIO GUZMAN

LEIGH HUMBLE

**DECLARANT**

MARLOWE VP, LP, a Texas limited partnership

By: Marlowe GP, LLC  
Its: General Partner

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXECUTED** as of the date of the last signature below, to be effective for all purposes on the 27 day of Sept., 2018. This instrument may be executed manually or electronically and in more than one counterpart, each of which shall be an original and which, together, constitute one and the same instrument. Executed counterparts may be delivered by hand delivery, overnight delivery, mail, facsimile transmission or electronic means, including, without limitation, by electronic mail. Duplicate copies of executed counterparts including, without limitation, duplicate copies in pdf, tiff, jpeg or other electronic form, photocopies, scanned copies and printouts of electronic copies, shall have the same full force and effect as originals.

**BOARD OF DIRECTORS:**

---

**ACHO AZUIKE**

---

**EMILIO GUZMAN**



---

**LEIGH HUMBLE**

**DECLARANT**

**MARLOWE VP, LP, a Texas limited partnership**

By: Marlowe GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Acho Azuike, President

**BYLAWS**

**OF**

**MARLOWE CONDOMINIUM OWNERS ASSOCIATION**

**(a Texas non-profit corporation)**

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**BYLAWS  
OF  
MARLOWE CONDOMINIUM OWNERS ASSOCIATION  
(a Texas nonprofit corporation)**

**ARTICLE I**

*Purposes; Defined Terms*

**Section 1.1 Purposes of Association.** Marlowe Condominium Owners Association, a Texas nonprofit corporation and condominium association (the “Association”), is organized exclusively to exercise the rights and powers and to perform the duties and obligations of the Association in accordance with the Declaration of Marlowe Condominiums, recorded in the Official Public Records of Real Property of Harris County, Texas (as may be amended from time to time, the “Declaration”), the Certificate of Formation of the Association (the “Certificate”), these bylaws (these “Bylaws”), and the laws of the State of Texas, as each may be amended from time to time.

**Section 1.2 Purpose of Bylaws.** These Bylaws provide for the governance of the Condominiums known as Marlowe Condominiums (the “Condominium”) located in the City of Houston, Harris County, Texas, subject to and more fully described in the Declaration.

**Section 1.3 Definitions.** Capitalized terms not defined herein or in the Declaration shall have the meaning specified or used in the Uniform Condominium Act (Texas Property Code, Chapter 82) (the “Act”).

**ARTICLE II**

*Members*

**Section 2.1 Membership.** The members of the Association (the “Members”) shall consist solely of the owners of Units of the Condominium created by the Declaration.

**Section 2.2 Annual Meeting.** An annual meeting of the Members of the Association shall be held during the month of April of each year, or at such other time and place as the Board of Directors of the Association shall determine. At annual meetings, the Members shall elect

directors of the Association (“**Directors**”) in accordance with these Bylaws and may also transact such other business of the Association as may properly come before them.

**Section 2.3 Special Meetings.** Except as otherwise provided by law or the Declaration, a special meeting of the Association may be called by the President, a majority of the members of the Board of Directors, or by Unit Owners having at least 20 percent of the votes entitled to be cast at such meeting. Such meeting shall be held within 30 days after being called. No more than two special meetings may be held during any 30-day period. Business transacted at any special meeting of Members shall be limited to the purposes stated in the notice of the meeting given in accordance with the terms of Section 2.5.

**Section 2.4 Place of Meetings.** Meetings of the Association shall be held at the Condominium or at a suitable place convenient to the Members, as determined by the Board of Directors.

**Section 2.5 Notice of Meetings; Waiver.** Notice of each meeting of Members, stating the place, day, and hour of any meeting and, in case of a special meeting of Members, the purpose or purposes for which the meeting is called, shall be given at least 10 days but not more than 60 days prior to such meeting. Notices shall also set forth any other items of information deemed appropriate by the Board of Directors. If a Unit is owned by more than one person, notice to one co-owner shall be deemed notice to all co-owners. Notice may be given either personally, by electronic telecommunication, by facsimile transmission, or by mail, by or at the direction of the persons calling the meeting, to each Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the Member at the address shown on the Association's records. If transmitted by telecommunication or facsimile, notice shall be deemed delivered on successful transmission. Whenever any notice is required to be given to a Member, a written waiver of the notice, signed by the person or persons entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a Member, whether in person or by proxy, at any meeting of the Association shall constitute a waiver of notice by such Member of the time, place, and purpose of such meeting. If all Members are present at any meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

**Section 2.6 Ineligibility.** The Board of Directors may determine that no Member may (i) vote at meetings of the Association or (ii) be elected to serve as a Director if the Member's financial account with the Association is in arrears on the record dates provided below, provided each ineligible Member shall be given notice of the arrearage and an opportunity to become eligible. The Board of Directors may specify the manner, place, and time for payment for purposes of restoring eligibility.

**Section 2.7 Record Dates.**

(a) *Determining Voting Eligibility.* Each Unit shall have one (1) vote. The Board of Directors shall fix a date as the record date for determining the Members entitled to vote at a meeting of the Association. The record date may not be more than 60 days before the date of a meeting of the Association at which Members will vote.

(b) *Determining Rights Eligibility.* The Board of Directors shall fix a date as the record date for determining the Members entitled to exercise any rights other than those described in the preceding paragraph. The record date may not be more than 60 days before the date of the action for which eligibility is required, such as nomination to the Board of Directors.

(c) *Adjournments.* A determination of Members entitled to notice of or to vote at a meeting of the Association is effective for any adjournment of the meeting unless the Board of Directors fixes a new date for determining the right to notice or the right to vote. The Board of Directors must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than 90 days after the record date for determining Members entitled to notice of the original meeting.

**Section 2.8 Voting Members List.** The Board of Directors shall prepare and make available a list of the Association's voting Members in accordance with the Texas Business Organizations Code and Non-profit Corporation Act contained therein.

**Section 2.9 Quorum.** At any meeting of the Association the presence in person or by proxy of Members entitled to cast at least 30 percent of the votes that may be cast shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.

**Section 2.10 Votes.** The vote of a majority of the votes entitled to be cast by Members, whether present or represented by proxy at any meeting at which a quorum is present, shall be binding upon all Members for all purposes, unless the vote of a greater number is required by the Declaration, these Bylaws or by law. The right of a Member to vote at any meeting of the Association is subject to the following limitations:

- (a) *Co-Owned Units.* If only one of the multiple owners of a Unit is present at a meeting of the Association, that person may cast the vote or votes allocated to that Unit. If more than one of the multiple owners is present, the vote or votes allocated to that Unit may be cast only in accordance with the owners' unanimous agreement. Multiple owners are in unanimous agreement if one of the multiple owners casts the votes allocated to a Unit and none of the other owners of the Unit makes prompt protest to the person presiding over the meeting.
- (b) *Corporation-Owned Units.* If a Unit is owned by a corporation, the vote appurtenant to that Unit may be cast by any officer of the corporation in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.
- (c) *Association-Owned Units.* Votes allocated to a Unit owned by the Association may not be cast.

**Section 2.11 Proxies.** Votes allocated to a Unit may be cast in person or by written proxy. To be valid, each proxy shall (i) be signed and dated by a Member or his or her attorney-in-fact; (ii) identify the Unit to which the vote is appurtenant; (iii) name the person in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the purpose or meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the Secretary or to the person presiding over the Association meeting for which the proxy is designated. Unless the proxy specifies a shorter or longer time, it shall terminate one year after its date. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is

designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled shall be valid when such meeting reconvenes.

**Section 2.12 Conduct of Meetings.** The President, or any person designated by the Board of Directors, shall preside over meetings of the Association. The Secretary shall keep, or cause to be kept, the minutes of the meeting which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then-current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Governing Documents. Votes shall be tallied by tellers appointed by the person presiding over the meeting.

**Section 2.13 Order of Business.** Unless the notice of meeting states otherwise, the order of business at meetings of the Association shall be as follows:

- (1) Determine votes present by roll call or check-in procedure
- (2) Announcement of quorum
- (3) Proof of notice of meeting
- (4) Reading and approval of minutes of preceding meeting
- (5) Reports
- (6) Election of Directors (when required)
- (7) Unfinished business
- (8) New business

**Section 2.14 Adjournment of Meeting.** At any meeting of the Association, the vote of a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

## ARTICLE III

### *Board of Directors*

**Section 3.1 Powers and Duties.** The Board of Directors shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Condominium. The Board of Directors may do all such acts and things

except those which, by law or the Governing Documents, are reserved to the Members and may not be delegated to the Board of Directors.

**Section 3.2 Number and Term of Office.** The Board of Directors shall consist of three (3) members. Each director shall be elected for a term of three (3) years. At the initial meeting of Owners, one (1) Director shall be elected for a term of three (3) years and the two (2) remaining Directors shall be elected to serve terms of two (2) years and one (1) year, respectively. Thereafter, at the annual meeting of Owners, the Owners shall elect a Director to serve a term of three (3) years to fill the position of the Director whose term has expired at the time of the annual meeting. A Director takes office upon the adjournment of the meeting or balloting at which he or she is duly elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is duly elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but shall not be less than three (3).

**Section 3.3 Qualification.** No person shall be eligible for election or appointment to the Board of Directors unless such person is a Member. Co-owners of a single Unit may not serve on the Board of Directors at the same time. Co-owners of more than one Unit may serve on the Board of Directors at the same time, provided the number of co-owners serving at one time does not exceed the number of Units they co-own. No Member may be elected or appointed as a Director if any assessment against the Member or such Member's Unit is delinquent at the time of election or appointment. No Member may continue to serve as a Director if any assessment against the Member or such Member's Unit is delinquent more than 60 days.

**Section 3.4 Election.** Directors shall be elected annually by the Members. The election of Directors shall be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, or a combination of mail and facsimile transmission.

**Section 3.5 Vacancies.** Vacancies on the Board of Directors caused by any reason, except the removal of a Director by a vote of the Association, shall be filled by a vote of more than one-half of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. Each Director so elected shall serve out the remaining term of his or her predecessor.

**Section 3.6 Removal of Directors.** At any annual meeting or special meeting of the Association, any one or more of the Directors may be removed with or without cause by Members, whether present in person or by proxy at such meeting, representing at least two-thirds of the votes entitled to be cast, and a successor shall immediately be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

**Section 3.7 Organizational Meeting of the Board of Directors.** Within 10 days after the annual meeting, the Directors shall convene an organizational meeting for the purpose of electing officers. The time and place of such meeting shall be fixed by the Board of Directors and announced to the Directors.

**Section 3.8 Regular Meetings of the Board of Directors.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by the Board of Directors, but at least one such meeting shall be held each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by telephone or written communication, at least three days prior to the date of such meeting.

**Section 3.9 Special Meetings of the Board of Directors.** Special meetings of the Board of Directors may be called by the President or, if he or she is absent or refuses to act, the Secretary, or by any two Directors. At least three days' notice shall be given to each Director, personally or by telephone or written communication, which notice shall state the place, time, and purpose of such meeting.

**Section 3.10 Conduct of Meetings.** The Board of Directors, at each organizational meeting, shall appoint one of their number as President of the Board of Directors. The President of the Board of Directors shall preside over all meetings of the Board of Directors and the Secretary shall keep, or cause to be kept, a record of all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the Governing Documents, the then-current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors.

**Section 3.11 Quorum.** At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If less than a quorum is present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at

which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 3.12 Presumption of Assent.** Any Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting and unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

**Section 3.13 Open Meetings.** Regular and special meetings of the Board of Directors shall be open to Members of the Association, but Members who are not Directors may not participate in any deliberations or discussions unless the Board of Directors expressly so authorizes such participation at the meeting. The Board of Directors may adjourn any meeting and reconvene in closed executive session to discuss and vote upon actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual Unit Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors. The nature of any and all business to be considered in closed executive session shall first be announced in open session.

**Section 3.14 Appointment of Committees.** The Board of Directors, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board of Directors with its responsibilities. The resolution shall establish the purposes and powers of each committee created, provide for the appointment of its members, as well as a chairman, and provide for reports, termination, and other administrative matters deemed appropriate by the Board of Directors.

**Section 3.15 Ex-Officio Directors.** The Board of Directors may designate any one or more persons as ex-officio members of the Board of Directors. A person designated as an ex-officio member of the Board of Directors shall be entitled to notice of and to attend meetings of the Board of Directors. The ex-officio member shall not be entitled to vote unless otherwise provided in the Declaration or these Bylaws.

## **ARTICLE IV**

### *Officers*

**Section 4.1 Designation.** The principal officers of the Association shall be the President, the Secretary, and the Treasurer. The Board of Directors may appoint one or more Vice Presidents and such other officers and assistant officers as it deems necessary. Any two offices may be held by the same person, except the offices of President and Secretary. If an officer is absent or unable to act, the Board of Directors may appoint a Director to perform the duties of that officer and to act in place of that officer, on an interim basis. All officers must be Members and actual occupants or residents of a Unit as their principal homestead throughout their term as an officer.

**Section 4.2 Election of Officers.** The officers shall be elected no less than annually by the Directors at the organizational meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Except for resignation or removal, officers shall hold office until their respective successors have been designated by the Board of Directors.

**Section 4.3 Removal and Resignation of Officers.** A majority of Directors may remove any officer, with or without cause, at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose. A successor may be elected at any regular or special meeting of the Board of Directors called for that purpose. An officer may resign at anytime by giving written notice to the Board of Directors. Unless the notice of resignation states otherwise, it is effective when received by the Board of Directors and does not require acceptance by the Board of Directors. The resignation or removal of an officer who is also a Director does not constitute resignation or removal from the Board of Directors.

**Section 4.4 President.** As the chief executive officer of the Association, the President shall: (I) preside at all meetings of the Association; (ii) have all the general powers and duties which are usually vested in the office of President of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board of Directors; and (iv) see that all orders and resolutions of the Board of Directors are carried into effect.

**Section 4.5 Secretary.** The Secretary shall: (i) keep or cause to be kept the minutes of all meetings of the Board of Directors and of the Association; (ii) have charge of such books, papers, and records as the Board of Directors may direct; (iii) maintain or cause to be maintained a record of the names and addresses of the Members for the mailing of notices; and (iv) in general, perform all duties incident to the office of Secretary.

**Section 4.6 Treasurer.** The Treasurer shall: (i) be responsible for Association funds; (ii) keep or cause to be kept full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare or cause to be kept all required financial data and tax returns; (iv) deposit or cause to be deposited all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of Treasurer.

**Section 4.7 Authorized Agents.** Except when the Governing Documents require execution of certain instruments by certain individuals, the Board of Directors may authorize any person to execute instruments on behalf of the Association. In the absence of Board of Directors designation, the President and the Secretary shall be the only persons authorized to execute instruments on behalf of the Association.

## ARTICLE V

### *Rules*

**Section 5.1 Rules.** The Board of Directors shall have the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the Governing Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Condominium; and (iii) the health, comfort, and general welfare of the residents of the Condominium (the “**Residents**”); *provided, however,* that such rules may not be in conflict with law or the Governing Documents. The Board of Directors shall, at all times,

maintain the then-current and complete rules in a written form which can be copied and distributed to the Members. Rules need not be recorded in the county's real property records.

**Section 5.2 Adoption and Amendment.** Any rule may be adopted, amended, or terminated by the Board of Directors, provided that the rule and the requisite Board of Directors approval are properly recorded as a resolution in the minutes of the meeting of the Board of Directors.

**Section 5.3 Notice and Comment.** The Board of Directors shall give written notice to an owner of each Unit of any amendment, termination, or adoption of a rule, or shall publish same in a newsletter or similar publication which is circulated to the Members, at least 10 days before the rule's effective date. The Board of Directors may, but shall not be required, to give similar notice to Residents who are not Members. Any Member or Resident so notified shall have the right to comment orally or in writing to the Board of Directors on the proposed action.

**Section 5.4 Distribution.** Upon request from any Member or Resident, the Board of Directors shall provide a current and complete copy of rules. Additionally, the Board of Directors shall, from time to time, distribute copies of the current and complete rules to an owner of each Unit and, if the Board of Directors so chooses, to non-Member Residents.

## ARTICLE VI

### *Enforcement*

**Section 6.1 Enforcement.** The violation of any provision of the Governing Documents shall give the Board of Directors the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in the Governing Documents:

(a) to enter the Unit or Limited Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition (except for additions or alterations of a permanent

nature that may exist in that Unit) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Governing Documents. The Board of Directors shall not be deemed liable for any manner of trespass by this action; or

(b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(c) Any controversies, claims or disputes involving Declarant, its representatives, the Association, the General Contractor for Declarant, or any Unit Owner which cannot be resolved by good faith negotiations shall be resolved by mandatory and binding arbitration and the following shall apply: (a) the arbitration shall be decided by one (1) arbitrator. The parties shall choose a mutually acceptable arbitrator, and in the event the parties cannot agree on the selection of the arbitrator, each party shall choose an arbitrator and those two (2) arbitrators shall agree upon the appointment of a third arbitrator who shall be the sole arbitrator; (b) the fees for the arbitration shall be shared equally by the parties and reimbursed to the prevailing party by the non-prevailing party, and such fees shall be consistent with the fees currently charged by arbitrators in Harris County, Texas without regard to the amount in controversy; and (c) a final binding award by the arbitrator shall be made within thirty (30) days from the date of the first notice of the dispute unless extended by mutual agreement or good reason by the arbitrator. All decisions by the Arbitrator shall be final, and any judgment upon the award rendered by the Arbitrator may be confirmed, entered and enforced in any court having proper jurisdiction.

## **ARTICLE VII**

### *Obligations of the Owners*

**Section 7.1 Proof of Ownership.** Except for those owners who initially purchase a Unit from Declarant, any person, on becoming an owner of a Unit, shall furnish to the Board of Directors evidence of ownership in the Unit, which copy shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless this requirement is first met. This requirement may be satisfied by receipt of a Board of Directors-approved form that is completed

and acknowledged by a title company or attorney at time of conveyance of the Unit or any interest therein. The Association shall be entitled to charge a reasonable fee for the registration of the transfer of Ownership.

**Section 7.2 Owners' Addresses.** Not later than the 30th day after the date of acquiring an interest in a Unit, the Unit Owner shall provide the Association with: (I) the Unit Owner's mailing address, telephone number, and driver's license number, if any; (ii) the name and address of the holder of any lien against the Unit, and any loan number; (iii) the name and telephone number of any person occupying the Unit other than the Unit Owner; and (iv) the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner. A Unit Owner shall notify the Association not later than the 30th day after the date the owner has notice of a change in any of the foregoing information, and shall provide the information on request by the Association from time to time. If an owner fails to maintain a current mailing address with the Association, the address of that owner's Unit shall be deemed to be his or her mailing address.

**Section 7.3 Registration of Mortgagees.** A Unit Owner who mortgages his or her Unit shall furnish the Board of Directors with the name and mailing address of his or her mortgagee.

**Section 7.4 Assessments.** All owners shall be obligated to pay assessments imposed by the Association to meet the Common Expenses. A Member shall be deemed to be in good standing and entitled to vote at any meeting of the Association if he or she is current in the assessments made or levied against him or her and his or her Unit.

**Section 7.5 Compliance With Governing Documents.** Each owner shall comply with the provisions and terms of the Governing Documents, and any amendments thereto. Further, each owner shall always endeavor to observe and promote the cooperative purposes for which the Condominium was established.

## ARTICLE VIII

### *Association Records*

**Section 8.1    Records.** The Association shall use its best efforts to keep the following records:

- (a) Minutes or a similar record of the proceedings of meetings of the Association.
- (b) Minutes or a similar record of the proceedings of meetings of the Board of Directors.
- (c) The name and mailing address of each Member, the currency and accuracy of the information being the responsibility of the Members.
- (d) The name and mailing address of each mortgagee, the currency and accuracy of the information being the responsibility of each Member and such Member's mortgagee.
- (e) Financial records and books of account for the Association that comply with generally accepted accounting principles and that are sufficiently detailed to enable the Association to prepare a resale certificate as provided for in the Act.
- (f) The plans and specifications used to construct the Condominium.
- (g) The plans and specifications acquired by the Association over time for improvements to the Condominium.
- (h) The Condominium Information Statement and any amendments thereto.
- (i) Voting records, proxies, and correspondence relating to amendments to the Declaration.
- (j) Copies of income tax returns prepared for the Internal Revenue Service.

- (k) Copies of the Governing Documents and all amendments to any of these. Also, for at least four years, a record of all votes or written consents by which amendments to the Governing Documents were approved.

**Section 8.2 Inspection of Books and Records.** A Unit Owner, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense of the Unit Owner.

**Section 8.3 Resale Certificates.** Any officer of the Association may prepare, or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of the Act. The Association may charge a reasonable fee for preparing a resale certificate and a reasonable fee for providing copies of any Governing Documents or other written records or information relating to the Condominium and/or the Association. The Association may refuse to furnish a resale certificate until the fee is paid. Any unpaid fees may be assessed against the Unit for which the resale certificate is furnished.

## **ARTICLE IX**

### ***Indemnification and Insurance***

**Section 9.1 Indemnification.** Each person who is or was a Director, officer, or committee member of the Association, or any person who, while a Director, officer, or committee member of the Association, is or was serving at the request of the Association as a Director, officer, committee member, partner, venturer, proprietor, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, and the heirs, executors, or administrators or estate of such person, shall be indemnified by the Association to the fullest extent permitted or authorized by the Act or any successor provision, as amended from time to time, against any liability, cost, or expense incurred by such person in his or her capacity as a Director, officer, or committee member, or arising out of his or her status as a Director, officer, or committee member. The rights granted pursuant to this Article IX shall be deemed contract

rights, and no repeal or amendment of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment or repeal.

**Section 9.2 Advance Payments.** The Association may, but shall not be obligated to, pay expenses incurred in defending a civil or criminal act, suit or proceeding arising out of a Director's, officer's, or committee member's capacity or status as Director, officer, or committee member in advance of the final disposition of such action, suit, or proceeding, without any determination as to the person's ultimate entitlement to indemnification; *provided, however*, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding shall be made only upon delivery to the Association of both a written affirmation by such person of his or her good-faith belief that he or she has met the standard of conduct necessary for indemnification under this Article IX and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it is ultimately determined that such person is not entitled to be indemnified under this Article IX or otherwise.

**Section 9.3 Appearance as a Witness.** Notwithstanding any other provision of this Article IX, the Association may, but shall not be obligated to, pay or reimburse expenses incurred by a Director, officer or committee member in connection with his or her appearance as a witness or other participation in a proceeding at a time when he or she is not a named defendant or respondent in the proceeding.

**Section 9.4 Indemnification of Employees and Agents.** The Association, by adoption of a resolution of the Board of Directors, may, but shall not be obligated to, indemnify and advance expenses to an employee or agent of the Association to the same extent and subject to the same conditions under which the Association may indemnify and advance expenses to Directors, officers and committee members under this Article IX.

**Section 9.5 Non-Exclusive.** The indemnification provided by this Article IX shall not be exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under any agreement or otherwise.

**Section 9.6 Insurance.** The Association may, but shall not be obligated to, maintain insurance at its expense, to protect itself and any person who is or was a Director, officer, committee member, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, committee member, partner, venturer, proprietor, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him or her and any liability, cost, or expense incurred by him or her in such capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify such person against that liability under this Article IX or the Act.

## ARTICLE X

### *Declarant Provisions*

**Section 10.1 Conflict.** The provisions of this Article X shall control over any provision to the contrary elsewhere in these Bylaws.

**Section 10.2 Board of Directors.** Pursuant to the Declaration, the period of Declarant control terminates not later than the earlier of the 120<sup>th</sup> day after conveyance of 75% of the Units or three (3) years after the first completed Unit is conveyed. During the period of Declarant control, Section 8.3 of the Declaration shall govern the number, qualification, and appointment of Directors. The initial Directors shall be appointed by Declarant and need not be Unit Owners or Residents. Directors appointed by Declarant may not be removed by the Unit Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

**Section 10.3 Organizational Meeting.** Not more than 60 days before the end of the period of Declarant control, or sooner at Declarant's option, Declarant shall call an organizational meeting of the Members for the purpose of electing Directors, by ballot of Members. Notice of the organizational meeting shall be given as if it were notice of an annual meeting.

## **ARTICLE XI**

### *Amendment of Bylaws*

**Section 11.1 Proposals.** The Association shall provide an owner of each Unit with a detailed description, if not exact wording, of any proposed amendment. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

**Section 11.2 Consents.** Except as otherwise provided by law or the Declaration, an amendment shall be adopted by the vote, in person or by proxy, or written consent of Members representing at least a majority of the votes entitled to be cast at a meeting for which a quorum is obtained.

**Section 11.3 Effective.** To be effective, each amendment must be in writing, reference the names of the Condominium and the Association, be signed by at least two officers acknowledging the requisite approval of Members, and be delivered to an owner of each Unit at least 10 days before the amendment's effective date. Further, if these Bylaws are publicly recorded, the amendment must recite the recording data for the Bylaws, be in a form suitable for recording as a real property record, and be delivered to the county clerk for recordation.

**Section 11.4 Declarant Protection.** As long as the Declarant owns a Unit in the Condominium, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and acknowledged consent. Specifically, this Section 11.4 may not be amended without prior written approval of the Declarant. The Declarant's written consent shall be part of the amendment instrument.

## ARTICLE XII

### *General Provisions*

**Section 12.1 Contracts.** The President shall have the power and authority to execute, on behalf of the Association, contracts or instruments in the usual and regular course of business, and in addition the Board of Directors may authorize any officer or officers, agent or agents, of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these Bylaws, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or to render it pecuniary liable for any purpose or in any amount.

**Section 12.2 Checks, Drafts, etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officers, agents or employees of the Association as shall from time to time be authorized pursuant to these Bylaws or by resolution of the Board of Directors.

**Section 12.3 Depositories.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Directors may from time to time designate, and upon such terms and conditions as shall be fixed by the Board of Directors. The Board of Directors may from time to time authorize the opening and maintaining within any such depository as it may designate, of general and special accounts, and may make such special rules and regulations with respect thereto as it may deem expedient.

**Section 12.4 Corporate Seal.** The corporate seal, if any, shall be in such form as the Board of Directors shall approve, and such seal, or a facsimile thereof, may be impressed on, affixed to, or in any manner reproduced upon, instruments of any nature required to be executed by officers of the Association.

**Section 12.5 Compensation.** A Director, officer, Member, or Resident shall not be entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of, a Director, of officer, Member, or Resident; *provided, however,* that:

- (a) reasonable compensation may be paid to a Director, officer, Member, or Resident for services rendered to the Association;
- (b) a Director, officer, Member, or Resident may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board of Directors; and
- (c) this provision does not apply to distributions to Unit Owners permitted or required by the Declaration or the Act.

**Section 12.6 Action by Written Consent.** Unless otherwise restricted by law, the Articles or these Bylaws, any action required or permitted to be taken at any meeting of the Members, members of the Board of Directors, or members of any committee of the Board of Directors, as applicable, may be taken without a meeting if a written consent (or consents) setting forth the action to be so taken is signed by the Members, members of the Board of Directors, or committee members having, in the aggregate, at least the requisite number of votes to take such action at a meeting at which all of the Members, members of the Board of Directors, or committee members were present and voted. Such written consent shall bear the date of the signature of each person voting and is not effective unless delivered to the Board of Directors signed by all requisite voting parties within sixty (60) days of the first signature thereon. Delivery shall be by hand or certified or registered mail, return receipt requested. Prompt notice of the taking of any action by Members, members of the Board of Directors, or committee members without a meeting by less than unanimous written consent shall be given to all Members, members of the Board of Directors or committee members who did not consent in

writing to the action. This Section may not be used to avoid the requirement of an annual meeting.

**Section 12.7 Meetings by Conference Telephone.** The Members, members of the Board of Directors, or members of any committee of the Board of Directors may participate in and hold a meeting of the Members, members of the Board of Directors, or committee members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 12.8 Conflicting Provisions.** If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Section 12.9 Severability.** Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

**Section 12.10 Fiscal Year.** The fiscal year of the Association shall be set by resolution of the Board of Directors, and is subject to change from time to time as the Board of Directors shall determine. In the absence of a resolution by the Board of Directors, the fiscal year shall be the calendar year.

**Section 12.11 Waiver.** No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

[ SIGNATURES FOLLOW ON NEXT PAGE ]

## CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Bylaws of Marlowe Condominium Owners Association, a Texas nonprofit corporation, as adopted by the initial Board of Directors at its organization meeting on the 8 day of April, 2015.

IN WITNESS WHEREOF, I hereunto set my hand this the 8 day of April, 2015.

MARLOWE CONDOMINIUM OWNERS  
ASSOCIATION

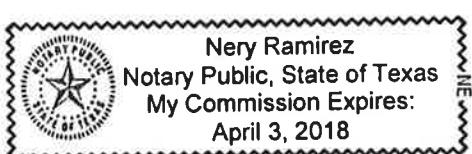
By: Jervon Young  
Printed Name: Jervon Young  
Title: Board Member

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

Before me, the undersigned authority, on this 8 day of April, 2015, personally appeared Jervon Young, the Board Member of Marlowe Condominium Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of the Association.



Nery Ramirez  
Notary Public, State of Texas

**RULES  
OF  
MARLOWE CONDOMINIUM OWNERS ASSOCIATION**

These Rules have been adopted by the Board of Directors of the Marlowe Condominium Owners Association, a Texas nonprofit corporation and condominium association (the “**Association**”), in accordance with the provisions of Article XX of the Declaration of Marlowe Condominiums (as may be amended or supplemented from time to time, the “**Declaration**”), recorded in the Official Public Records of Real Property of Harris County, Texas.

These Rules apply to all Units and Common Elements of the Marlowe Condominiums (“**Marlowe**” or the “**Condominium**”). By owning or occupying a Unit in Marlowe, each Owner and Resident agrees to abide by these Rules, as well as the obligations of Owners and Residents provided in the Declaration and Bylaws.

For the convenience of Owners and Residents (as hereinafter defined) of Marlowe, these Rules restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between Governing Documents (as defined herein), the hierarchy of authority shall be as follows: Declaration (highest), Certificate of Formation, Bylaws, and these Rules (lowest).

**A. COMPLIANCE**

A-1. *Compliance.* Each Owner shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Directors to supplement these Rules, as any of these may be revised from time to time (collectively, the “**Governing Documents**”). Each Owner, additionally, shall be responsible for compliance with the Governing Documents by the occupants of his or her Unit, and his or

her or their respective families, invitees, tenants, agents, employees, or contractors. Use of “**Owner**” or “**Resident**” in these Rules shall be deemed to include and apply to the owner of a Unit in Marlowe and to all persons for whom the owner is responsible. An Owner should contact the Board of Directors if he or she has a question about these Rules.

- A-2. *Additional Rules.* Each Resident shall comply with all rules and signs posted from time to time on the Condominium by the Association, including those regulating the use of recreational facilities. Such posted rules are incorporated in these Rules by reference. Each Resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.
- A-3. *Waiver.* Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Board of Directors for such waiver or variance. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective.

## **B. OBLIGATIONS OF OWNERS AND RESIDENTS**

- B-1. *Safety.* Each Resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Condominium to whom the Resident has a duty of care, control, or custody.
- B-2. *Damage.* Each Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Residents or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible.

- B-3. *Association Does Not Insure.* Each Resident is solely responsible for insuring his or her personal property in the Unit and on the Condominium, including his or her furnishings, automobile, and items kept in storage areas. Personal property placed in or on the Condominium shall be solely at the risk of Resident or the Owner of such personal property. **The Association urges Owners and Residents to purchase insurance on their personal belongings and liability insurance for occurrences within their Units.**
- B-4. *Risk Management.* No Resident shall permit anything to be done or kept in his or her Unit or the general or limited Common Elements (“Common Elements”) which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.
- B-5. *Reimbursement for Enforcement.* An Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Governing Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.
- B-6. *Reimbursement for Damage.* An Owner shall promptly reimburse the Association for the cost of damage to the Condominium caused by the negligent or willful conduct of the Owner or the persons for whom the Owner is responsible.

### C. OCCUPANCY STANDARDS

- C-1. *Numbers.* A Unit may be occupied by no more than two persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.
- C-2. *Danger.* The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.

- C-3. *Occupancy Defined.* Occupancy of a Unit for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 noncontinuous days in any 12-month period.
- C-4. *Term of Lease.* A Unit may not be leased for a period less than 12 months without the prior consent of the Board of Directors. A Unit may not be leased for overnight, hotel or transient purposes and may not be advertised for overnight or temporary vacation use. Less than the entire Unit may not be leased.
- C-5. *Written Leases.* Each lease must be in writing, and an Owner shall provide the Board of Directors with a copy of each lease of that Owner's Unit.

#### **D. GENERAL USE AND MAINTENANCE OF UNIT**

- D-1. *Residential Use.* Each Unit must be used solely for Residential use, and may not be used for commercial or business purposes except for home professional pursuits. This restriction shall not prohibit a Resident from using his or her Unit for personal business or professional pursuits, provided that: (i) such use is incidental to the Unit's Residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) except as otherwise provided herein, such use does not entail visits to the Unit by the public, employees, suppliers, or clients.
- D-2. *Annoyance.* No Unit may be used in any way that: (i) may reasonably be considered annoying to occupants of neighboring Units; (ii) may be calculated to reduce the desirability of the Condominium as a Residential community; (iii) may endanger the health or safety of other Residents; or (iv) may violate any law or any provision of the Governing Documents.
- D-3. *Maintenance.* Each Owner, at his or her sole cost and expense, shall maintain his or her Unit and keep it in good repair, including the inner, finished surfaces of the Unit's

perimeter walls, floors, and ceilings.

- D-4. *Patio/Balcony.* Each Resident shall keep his or her Unit and patio or balcony in a good state of cleanliness, taking care that the cleaning of his or her patio or balcony does not annoy or inconvenience other Residents and shall not install any umbrellas or awnings. A patio/balcony may not be enclosed or used for storage purposes. The Association, through the Board of Directors, shall have right, in its sole discretion, to limit and restrict the permanent or temporary placement of any specified type or category of items of personal property on balconies, terraces, or any other exposed or exterior portions of Marlowe by Owners as may be determined to be necessary or desirable for the health, safety, welfare, aesthetic integrity and/or uniformity of Marlowe. If the Board of Directors determines that a patio/balcony is unsightly, or otherwise is in violation of these Rules, the Owner shall be given notice by the Board of Directors to correct the problem within 5 days, after which the Board of Directors may take corrective action at the Owner's expense.
- D-5. *Glass.* Each Owner, at his or her sole cost and expense, shall promptly repair and replace any broken or cracked glass in his or her Unit's windows and doors.
- D-6. *Air Conditioning Equipment.* Each Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his or her Unit and shall not alter or store items of personal property in the heating and cooling equipment/system closet.
- D-7. *Combustibles/Hazardous Materials.* A Resident shall not store or maintain, anywhere on the Condominium (including within a Unit) explosives or materials capable of spontaneous combustion or any type of hazardous materials as determined by the Association and as defined by any federal, state and/or local laws, codes, rules or regulations.
- D-8. *Barbecue Grills.* All use of outdoor grills that would be prohibited by applicable laws, municipal codes or ordinances is prohibited in the Condominium. To the extent such usage would be permitted under applicable laws, municipal codes or ordinances, the Board of Directors reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills if, in the Board of Directors' discretion, such grills constitute a fire hazard.

If the use of outside grills is permitted, (i) open fires must be supervised at all times; (ii) gas tanks must be properly used and maintained; (iii) no flames may be higher than the cooking surface; (iv) usage must be in compliance with all applicable laws and ordinances; and (v) a grill may not be used near combustible materials.

- D-9. *Report Malfunctions.* A Resident shall immediately report to the Board of Directors his or her discovery of any leak, break, or malfunction in any portion of his or her Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to report promptly a problem may be deemed negligence by the Resident, who may be liable for any additional damage caused by the delay.
- D- 10. *Utilities.* Each Resident shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within his or her Unit.
- D- 11. *Frozen Water Pipes.* Because the Condominium is constructed with water lines in exterior walls and in the garage, it is the duty of every Owner and Resident to protect such water lines from freezing during winter months. Between November 1 and March 25 of any year, no Unit may be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of weather at or below freezing. Failure by an Owner or Resident to monitor the local weather and take appropriate precautions shall be deemed negligence.
- D-12 *Structural Alterations.* A Resident shall not alter, construct, install, change or otherwise perform any act in violation of any city ordinance or code of the City of Houston or which may in any way affect or compromise the structural integrity of the Unit or condominium building, including, without limitation, drilling holes or removing any portion of demising walls (common wall between Units) for the purpose of installing personal property or fixtures or drilling into or removing any portion of the concrete

ceiling or floors.

D-13 *Dryers*. The venting or conduit of the exhaust vents or conduits for clothing dryers shall at all times comply with the specifications for proper venting, including as necessary, the installation of specialized equipment or additional exhaust fans

## **E. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS**

- E-1. *Intended Uses*. Every area and facility in the Condominium may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, elevators, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation.
- E-2. *Grounds*. Unless the Board of Directors designates otherwise, Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements. The following are expressly prohibited: digging, planting, pruning, and climbing.
- E-3. *Abandoned items*. No item or object of any type shall be stored, placed, or maintained anywhere on the general Common Elements, including window sills, passageways and courtyards, except by the Board of Directors or with the prior written consent of the Board of Directors. Items of personal property found on general Common Elements are deemed abandoned and may be disposed of at the discretion of the Board of Directors.
- E-4. *Stored Items*. If the Association provides storage areas for use by Residents, Resident agrees that the Association is not responsible for items stored there by Resident, who shall be solely liable at all times for his or her personal property.
- E-5. *Guest Suites*. Guest suites are not available to the general public. Guest Suites are available for reservation on a first-come, first-served basis for friends and family of the Residents of the Condominium. A guest suite may not be reserved for more than

seven consecutive days at a time. Charges for guest suite use will be determined by the Association (not to exceed commercially reasonable rates). Check-in time is 3 PM and check out time is 12 noon, and all keys to the guest suite must be returned at that time. Replacement charges for keys not timely returned and charges for any damages to a guest suite (or any other area of the building used by a guest) will be assessed to the Owner or Resident who reserved the suite. No pets (other than assistance animals) or smoking are allowed in any guest suite, and guests are subject to all Rules pertaining to noise, odors and courtesy.

## F. COMMUNITY ETIQUETTE

- F-1. *Courtesy.* Each Resident shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- F-2. *Annoyance.* A Resident shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.
- F-3. *Noise and Odors.* Each Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units.
- F-4. *Reception Interference.* Each Resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Condominium.
- F-5. *No Personal Service.* The Association's employees and agents are not permitted or authorized to render personal services to Residents, unless such employees or agents are expressly hired for the purpose of providing such services (for example, a concierge, porter, doorman, valet, etc.). Each Resident agrees that the Association is not responsible for any item or article left with or delivered to the Association's

employees or agents on behalf of such Resident.

- F-6. *Compliance with Law.* Residents may not use the Condominium for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of the City of Houston, Texas. A Resident who violates this provision shall hold the Association and other Owners and Residents harmless from all fines, penalties, costs, and prosecutions for the Resident's violation or noncompliance.

## **G. ARCHITECTURAL CONTROL**

- G-1. *Common Elements.* Without the Board of Directors' prior written approval, a person may not change, remodel, decorate, destroy, or improve the Common Elements, nor do anything to change the appearance of the Common Elements, including without limitation the entry door, balcony or patio, and landing or walkway appurtenant to the Unit.
- G-2. *Prohibited Acts.* No person may:
- a. Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his or her Unit.
  - b. Place or hang an object in, on, from, or above any window, interior window sill, balcony, or patio that, in the Board of Directors' opinion, detracts from the appearance of the Condominium.
  - c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios, or passageways.
  - d. Erect or install exterior horns, lights speakers, aerials, antennas, or other transmitting or receiving equipment, or cause anything to protrude through an

exterior wall or roof.

- e. Place decorations on exterior walls or doors, or on the general Common Elements.

G-3. *Window Treatments.* An Owner may install window treatments inside his or her Unit, at his or her sole expense, provided:

- a. Any window treatment, including drapes, blinds, shades, or shutters, must be dark charcoal grey or black when viewed from outside the Unit;
- b. Aluminum foil and reflective window treatments are expressly prohibited; and
- c. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board of Directors.

G-4. *Board of Directors Approval.* To obtain the Board of Directors' written consent for a modification, change or alteration of his or her unit, an Owner must submit to the Board of Directors complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board of Directors. The Board of Directors' failure to respond to the Owner's written request within 45 days after it receives the Owner's request shall be construed as no objection to the proposed changes, provided that such modification, change or alteration would not otherwise be in violation of the Declaration, Articles of Incorporation, these Rules, or any law, ordinance or regulation.

## **H. VEHICLE RESTRICTIONS**

H-I. *Permitted Vehicles.* To be permitted on the Condominium, a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles,

motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Condominium without the Board of Directors' consent: trailers, boats, recreational vehicles, buses, large commercial trucks and/or, industrial vehicles.

- H-2. *Repairs.* Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-3. *Space Use.* Because of limited off street parking, all parking spaces on the Condominium shall be used for parking purposes only, and may not be used for storage. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles.
- H-4. *No Obstruction.* No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking."
- H-5. *Nuisances.* Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Condominium is discouraged. No vehicle may be kept on the Condominium property if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
- H-6. *Violations.* Any vehicle in violation of these Rules may be stickered, wheel-locked, and towed or otherwise removed from the Condominium by the Board of Directors, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

## **I. TRASH DISPOSAL**

- I-1. *General Duty.* Residents shall not litter Common Elements, shall endeavor to keep the Condominium clean, and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.
- I-2. *Hazards.* Residents may not store trash inside or outside his or her Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Residents shall ensure that the debris is thoroughly cold.
- I-3. *Excess Trash.* Resident shall place trash entirely within a dumpster or trash chute, and may not place trash outside, next to, or on top of a dumpster or a trash chute. If a dumpster is full, Resident should locate another dumpster or hold his or her trash. Boxes and large objects should be crushed or broken down before placed in a dumpster or a trash chute. Boxes and large objects which do not fit in a trash chute or which may potentially stop-up or damage the chute shall be placed outside of the chute in a designated area for trash pickup. Dumpster and trash chute doors are to be closed at all times when not in use.

## **J. PETS**

- J- I. *Subject to Rules.* A Resident may not keep or permit on the Condominium a pet or animal of any kind, at any time, except as permitted by these Rules and the Governing Documents.
- J -2. *Permitted Pets.* Subject to these Rules, a Resident may keep in his or her Unit not more than two housepets (two cats, or two dogs, or one cat and one dog). Permitted housepets include domesticated dogs, gentle in disposition, cats, caged birds, and aquarium fish. Permitted housepets also include specially trained animals that are certified to serve as physical aids to handicapped Residents, regardless of the animal's size or type.

- J-3. *Prohibited Animals.* No Resident may keep a dangerous or exotic animal, reptiles of any kind, pit bull terrier, trained attack dog, or any other animal deemed by the Board of Directors to be a potential hazard or threat to the well-being of people or other animals. No animal or housepet may be kept, bred, or maintained for a commercial purpose.
- J-4. *Indoors/Outdoors.* A permitted pet must be maintained inside the Unit, and may not be kept on patios or balconies. No pet is allowed on general Common Elements unless carried or leashed. No pet may be leashed to any stationary object on the Common Elements.
- J-5. *Disturbance.* Pets shall be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his or her Unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make or cause other loud or unreasonable noises for extended or repeated periods of time.
- J-6. *Damage.* A Resident is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. Residents shall compensate any person injured by his or her pet. Any Resident who keeps a pet on the Condominium shall be deemed to have indemnified and agreed to hold harmless the Board of Directors, the Association, and other Owners and Residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the Condominium.
- J-7. *Pooper Scooper.* No Resident may permit his or her pet to relieve itself on the Condominium, except in areas designated by the Board of Directors for this purpose. Each Resident is responsible for the removal of his or her pet's wastes from the Common Elements. The Board of Directors may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements or any unauthorized

area of the Condominium and attributed to an animal in the custody of that Unit's Resident.

- J-8. *Removal.* If a Resident or his or her pet violates these Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, the Resident or person having control of the animal shall be given a written notice by the Board of Directors to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Resident, upon written notice from the Board of Directors, may be required to remove the animal. Each Resident agrees to permanently remove his or her violating animal from the Condominium within 10 days after receipt of a removal notice from the Board of Directors.

## **K. MISCELLANEOUS**

- K-1. *Security.* The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The Association, its directors, committees, members, agents, and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Condominium assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.

- K-2. *Right to Hearing.* An Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of these Rules by the Owner or a Resident of the Owner's Unit. The Board of Directors will schedule a hearing within 30 days of receiving the Owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- K-3. *Mailing Address.* An Owner who receives mail at any address other than the address of his or her Unit shall be responsible for maintaining with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Governing Documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit shall be deemed effective for purposes of delivery.
- K-4. *Revision.* These Rules are subject to being revised, replaced, or supplemented. Owners and Residents are urged to contact the management office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until 10 days after the Association mails notice of an amendment or revocation of these Rules to an Owner of each Unit.
- K-5. *Other Rights.* These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association or Owners under the Declaration, Bylaws, Certificate of Formation, and the laws of the State of Texas.
- K-6. *Effective Date.* These Rules are the initial Rules of Marlowe Condominium Owners Association, effective immediately upon recordation of the Declaration.

## CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the initial Rules of Marlowe Condominium Owners Association, a Texas nonprofit corporation and condominium association, as adopted by the initial Board of Directors at its organizational meeting on the 8 day of April, 2015.

IN WITNESS WHEREOF, I hereunto set my hand this the 8 day of April, 2015.

MARLOWE CONDOMINIUM OWNERS  
ASSOCIATION

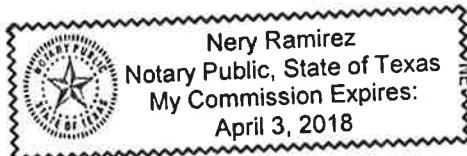
By: Jerry Young  
Printed Name: Jerry Young  
Title: Board Member

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

Before me, the undersigned authority, on this 8 day of April, 2015, personally appeared Jerry Young, the Board Member of Marlowe Condominium Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.



Nery Ramirez  
Notary Public, State of Texas

**MARLOWE CONDOMINIUM OWNERS ASSOCIATION**  
**SECRETARY'S CERTIFICATE**

The foregoing is a true and correct copy of the Bylaws, Rules and Amendment to the Bylaws and Rules of Marlowe Condominium Owners Association duly adopted by the Member and the Board of Directors of the Marlowe Condominium Owners Association pursuant to its governing documents and applicable law.

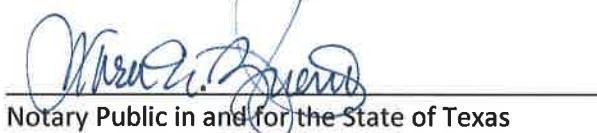


Leigh Humble, Secretary

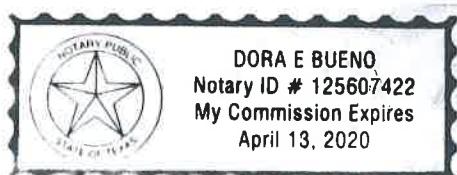
**ACKNOWLEDGEMENT**

**THE STATE OF TEXAS** §  
§  
**COUNTY OF HARRIS** §

Before me, the undersigned authority, on this 09th day of September 2018, personally appeared Leigh Humble, as Secretary of Marlowe Condominium Owners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in such capacity.



Notary Public in and for the State of Texas



## **Purchaser's Affidavit**

# PURCHASER'S AFFIDAVIT

STATE OF TEXAS                    §  
    §  
COUNTY OF HARRIS                §

**PURCHASER:** \_\_\_\_\_

**SELLER:** Marlowe VP, LP, a Texas limited partnership

**CONDOMINIUM:** Marlowe Condominiums, Houston, Harris County, Texas ("Marlowe")

**UNIT (and Parking Spaces/Storage Room) DESCRIPTION:** \_\_\_\_\_

**PURCHASE CONTRACT DATE:** \_\_\_\_\_

**PURCHASE CONTRACT AMENDMENT DATE (if applicable):** \_\_\_\_\_

**PURPOSE:** This affidavit is made for the following purposes: (i) to induce lenders to make mortgage loans in connection with the purchase of units in the Marlowe; (ii) to affirm Purchaser's understanding with respect to the nature and condition of the Unit; and (iii) to induce title insurance companies to issue title insurance policies on units in the Marlowe condominiums, knowing that the Seller, lenders, and title insurance companies will rely on the truth of this affidavit.

**BEFORE ME**, the undersigned official, on this day appeared the above-named Purchaser, who is personally known to me, and first being duly sworn according to law upon Purchaser's oath deposed and said:

1. I am the person named above as Purchaser. I am over the age of 18 years and am fully competent to make this affidavit. I have personal knowledge of all statements, matters, and facts stated herein, and am able to swear that all are true and correct.

2. I signed the Purchase Contract to purchase the Unit located in the Marlowe condominiums (and Amendment to Purchase Contract, if applicable), as each is described above.

3. I received a Condominium Information Statement, including all attachments referenced therein, from the Seller before I signed the Purchase Contract.

4. Even though I may have seen or been shown a furnished model, a Unit maintained by the Seller as a sales office, or a "typical unit" which has been newly decorated, I have received no promise or representation from the Seller or any of its representatives that I will receive as part of my purchase any such decorations or furnishings, except as completed in the Unit I purchased.

5. I am purchasing the Unit for my own personal use, for residential and approved purposes, and, in purchasing the Unit, I have not sought out, nor am I relying upon, the skill or judgment of the Seller nor its representatives in advising me as to the suitability of the Unit for any particular commercial use or other purpose for which I am purchasing it.

6. I [ ] am [ ] not purchasing the Unit for my own occupancy. If the Unit is for my own occupancy, it will be my [ ] primary [ ] secondary home.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signed and sworn to before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

## Initial Projected Budget

**Marlowe**  
**Condominium Owners Association Projected Budget**  
**10/01/18**

**Regular Assessments**

	Monthly	Annual
85 Category I	\$ 800	\$ 816,000
9 Category II	\$ 1,100	<u>\$ 118,800</u>
94 Total Annual Fee Income		\$ 934,800

**Other Income**

Late Fees/Misc	\$ 12,200
Guest Suite Income	

**Total Annual Income** \$ 947,000.00

**Expenses**

Administration	\$ 20,000
Building Services	\$ 150,000
Access Control	
Contract Labor	
Door Mats	
Elevator	
Garage Door Repairs & Maint	
Janitorial Supplies	
Landscape Contract	
Landscape Seasonal Color	
Life Safety System Inspection	
Maintenance and Repairs	
Pest Control	
Water Treatment/Chemicals	
Window Washing	

**Marlowe**  
**Condominium Owners Association Projected Budget**  
**10/01/18**

General Expenses

Audit	\$ 40,400
Bank Charges	
Holiday Decorations	
Internet	
Legal	
Misc	
Office Supplies/Equipment	
Phone	
Printing	
Uniforms	
Teal System	\$ 25,000
Insurance	\$ 72,000
Miscellaneous Expenses	\$ 20,000
Property Management Fee	\$ 42,000
Salaries Inc Payroll Taxes/FICA	\$ 321,000
16 Hour Valet	
24 Hour Concierge	
Housekeeping	
Utilities	\$ 142,600
Electric	
Gas	
Trash	
Water	
Total Expenses	\$ 833,000

Reserve Contribution  
\$85/unit per mor \$ 114,000

**Total Annual Expenses** \$ **947,000**

## Limited Warranty

## **MARLOWE CONDOMINIUMS**

### **(LIMITED WARRANTY)**

**LEGAL RIGHTS OF BUYER:** This warranty gives you specific legal rights, and you may have other rights under the laws of the State of Texas.

**ISSUED TO:** \_\_\_\_\_

**PREMISES WARRANTED:** Unit No. \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_ (Date of Closing)

Marlowe VP, LP, a Texas limited partnership, (the “**Declarant**”) warrants your Unit against defective materials and workmanship for a period of one (1) year following the effective date. Anything contained in this Limited Warranty to the contrary notwithstanding, all “Consumer Products” (as such term is used and/or defined by the Federal Trade Commission) which are included in the Unit covered by said Limited Warranty are hereby **EXCLUDED** from all rights, obligations, terms and conditions of this Limited Warranty. All assignable warranties by manufacturers, subcontractors, or suppliers of such consumer products are hereby assigned to the Purchaser and shall be in force according to their own terms. This warranty does not include ordinary wear and tear, abuse, neglect, or general maintenance connected with Unit ownership, and/or Acts of God, nature, war, and riot.

**THIS LIMITED WARRANTY IS TRANSFERABLE DURING THE WARRANTY PERIOD OF ONE (1) YEAR FOLLOWING THE EFFECTIVE DATE. TRANSFER OR ASSIGNMENT OF THIS WARRANTY SHALL NOT EXTEND THE TERM OF THE WARRANTY AND SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.**

The following warranty conditions and procedures are outlined to insure orderly and systematic handling of each service request. All service requests are agreed to be made through G.T. Leach Construction, Inc., the General Contractor for Declarant (“**General Contractor**”).

## **1. LATENT DEFECTS:**

A latent defect in construction is defined as a defect in materials and/or workmanship provided by Declarant which becomes apparent after the thirty-day break-in period and up to the end of the warranty period (the warranty period being one year from the date of closing). It is stressed, however, that normal characteristic behavior of building materials, wear and tear, general maintenance, and like items, will not constitute latent defects.

Procedure: Should it appear that a possible latent defect (non-emergency) has developed, outline all pertinent details in a letter addressed to Declarant's General Contractor. Following the receipt of said letter, a responsible member of the General Contractor will make an inspection. If a latent defect exists, remedial action will be scheduled within a reasonable time, and if not, you must notify the Declarant in writing.

## **2. CONSUMER PRODUCTS:**

Consumer Products (as such term is used and defined by the Federal Trade Commission) which are covered by the Magnuson-Moss Warranty Act when sold as part of a home are EXCLUDED from this Limited Warranty. Such Consumer Products are covered by manufacturers' and/or suppliers' warranties, if any.

Procedure: To insure prompt attention please refer to the subcontractor roster and/or written warranties which have been provided to you. If a problem arises with respect to said consumer product, contact the service department of the applicable equipment supplier, or subcontractor noted thereon. A telephone call, particularly on an emergency item, should insure attention; however, if the service is lacking, please advise the Declarant.

**IMPORTANT NOTE: READ ALL BULLETINS, MANUALS AND WARRANTIES CONCERNING YOUR APPLIANCES AND/OR OTHER EQUIPMENT. EXPERIENCE DICTATES CAUTION IN CHECKING PROBABLE CAUSES FOR EQUIPMENT OR APPLIANCE MALFUNCTIONS; OFTEN IT MAY BE THAT THE ITEM IS NOT BEING OPERATED PROPERLY. ACCURATE APPRAISAL WILL AID IN EXPEDITING CORRECTIVE ACTION IF A SERVICE REQUEST IS IN ORDER. HOWEVER, UNDUE SERVICE OR INSPECTION REQUESTS MUST BE CHARGED FOR ON THE BASIS OF TIME AND/OR MATERIALS INVOLVED.**

## **NON-WARRANTABLE CONDITIONS:**

1. Declarant shall not be responsible or liable for any consequential or secondary damages and/or losses which may arise from or out of any and all defects including, but not limited to, personal injury or damage to personal property.
2. Prior to and subsequent to completion of any construction of the Unit, any labor and/or materials furnished by the Unit Owner which is not included in the total contract price or which is part of any allowance and is paid for by the Unit Owner, are excluded from this Limited Warranty.
3. Any addition, alteration, remodeling, and/or repair performed by or under the supervision of the Unit Owner which has an adverse effect on any warrantable condition shall invalidate this Limited Warranty as to such warrantable condition.
4. Consumer Products (as such term is used and defined by the Federal Trade Commission) which are covered by the Magnuson-Moss Warranty Act when sold as part of a home are **EXCLUDED** from this Limited Warranty.
5. Cracks, Separations, Shrinkage and Warpage:
  - a. Minor cracks in balconies and patios or other concrete structures in a Unit due to normal expansion or contraction of concrete or the soil on which it is laid; cracks in mortar or separation between mortar and bricks or concrete due to normal shrinkage in either mortar or brick and concrete.
  - b. Minor opening of joints of resilient flooring, vinyl or stove tile, or other floor coverings due to normal expansion and contraction.
  - c. Sheetrock or drywall, Paneling, and Moulding: Slight visible defects, such as nail pops, seam lines and cracks due to normal shrinkage are common in plaster and sheetrock or drywall installations. Minor cracks and separations in paneling and mouldings may appear and are normal.
  - d. Minor cracking or loss of grouting between tile or between tile and other material after thirty (30) days.
  - e. Small cracks in hard floor coverings (including, but not limited to, marble, slate, or wood flooring ).

- f. Exterior brick, splitface block, or EIFS can develop minor cracks, separations, shrinkage, or warpage and such are non-warrantable conditions.
- 6. Floor squeaks in wood.
- 7. Discoloration, non-uniformity of, or appearance of brick.
- 8. Marble (Natural or Man-made): variation in color or appearance of marble is a normal condition.
- 9. Broken Glass.
- 10. Mirror Defects: Except latent silvering failure.
- 11. Wood finishes (Interior and Exterior): variation in color or appearance of woods is a normal condition.
- 12. Warpage of wood doors and cabinet doors and other wood-trim items which does not affect their function.
- 13. Chips, scratches, loss of finish, or mars in tile, marble (plastic or natural), resilient flooring, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, plastic laminate, glass, or any other materials not noted on the Certificate of Acceptance.
- 14. Spots on carpeting not recognized on pre-move-in inspection. Minor fading due to variety of exposure to light and slight dye lot variance.
- 15. Dripping Faucets: toilet adjustments after thirty (30) days.
- 16. Plumbing stoppage due to foreign material being deposited in the line by the Unit Owner or the Unit Owner's invitees.
- 17. Service company meter problems, service lines installed by Declarant municipality or service company and backfilling or slumping thereof.
- 18. Utility lines (water, chilled water, sewer, gas, and electric) installed by Declarant after ninety (90) days.

19. Shrubbery, trees, plants, grass, etc. Existing natural trees are also non-warrantable.
20. Paint: (Owner Supplied)

**MARLOW VP, LP**

By: Marlowe GP, LLC  
Its: General Partner

By: DC Partners, LLC  
Its: Manager

By:  
Name:  
Title:



Randall Davis  
President GP

ACCEPTED AND AGREED TO:

Unit Owner

Unit Owner

4818-8466-8450, v. 1