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Anita Rutledge
COUNTY CLERK
HARRIS COUNTY, TEXAS

DECLARATION OF CONDOMINIUM FOR NORTH VILLAGE GREEN I

THIS DECLARATION, made and entered into by U.S. HOME CORPORATION, a Delaware corporation, as follows:

W I T N E S S E T H:

WHEREAS, U.S. HOME CORPORATION, a Delaware corporation, is the owner of real estate located in the County of Harris, State of Texas, more particularly described on Exhibit A attached hereto;

WHEREAS, said U.S. HOME CORPORATION intends to and does hereby submit the Parcel (as said term is hereinafter defined), together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind now or hereafter located thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the "Property"), to a condominium regime pursuant to Article 1301a of the Revised Civil Statutes of Texas; and

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

NOW, THEREFORE, said U.S. HOME CORPORATION, as the owner of the real estate hereinbefore described, and for the purposes above set forth, declares as follows:

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

(a) "Act" means Article 1301a of the Revised Civil Statutes of Texas.

(b) "Association" means North Village Green I Association, Inc., a Texas Non-profit Corporation.

(c) "Board" means the Board of Directors of the Association.

(d) "Buildings" shall mean the seven (7) buildings located or to be located on the Parcel and forming part of the Property and containing Units. The "Buildings" are marked as Building A through Building G, inclusive, on Exhibit A hereto.

(e) "By-Laws" means the By-Laws of the Association.

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

(1) The Parcel:

(2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communication ways;

(3) All roofs, yards, and gardens, except as otherwise herein provided or stipulated;

(4) All compartments or installations of central services such as power, light, gas, cold and hot water;

(5) All elevators and elevator shafts;

(6) All recreational areas, swimming pools and the like existing for common use; and

(7) All other elements of the Building or Parcel desirably or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.

NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 100 PAGE 110

UNOFFICIAL COPY

(g) "Common expenses" means and includes:

(1) All sums lawfully assessed against the Common Elements by the Managing Agent or Board;

(2) All expenses of administration and management, maintenance, operation, repair or replacement of and additions to the Common Elements;

(3) Expenses agreed upon as common expenses by the Unit Owners; and

(4) Expenses declared to be common expenses by this Declaration or by the By-Laws.

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

(i) "Declarant" means U.S. HOME CORPORATON, a Delaware corporation, its successors and assigns, provided such successors or assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein.

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

(k) "Family Group" means a group consisting of all Occupants residing in a Unit or more than one Unit used together.

(l) "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to, carport parking areas, located as shown on Exhibit A and appurtenant to the respective Units as set out on Exhibit B, balcony and patio areas accessible only from a Unit and storage areas appurtenant to a specific Unit only, hallways and

elevators adjacent to or serving only a Unit or Units, as well as "air handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.

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

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

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

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

(q) "Parcel" means that certain parcel or tract of real estate identified as Phase I on Exhibit A attached hereto and by this reference made a part hereof.

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

(s) "Phase II" shall mean that certain parcel or tract of real estate identified as Phase II on Exhibit A attached hereto and by this reference made a part hereof.

(t) "Phase III" shall mean that certain parcel or tract of real estate identified as Phase III on Exhibit A attached hereto and by this reference made a part hereof.

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

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

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

(x) "Unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in the Buildings, which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the interior surfaces of its perimeter walls, floors, and ceilings and the exterior boundaries of any balconies and terraces constituting a part thereof; and a Unit includes both the portion of the Buildings so described and the air space so encompassed, excepting the Common Elements. Any Unit may be jointly or commonly owned by more than one person. It is intended that the term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

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

NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 100 PAGE 111

2. Submission of Property to the Act. Declarant, as the legal title holder in fee simple of the Parcel, expressly intends to, and by recording this Declaration does hereby, submit the Parcel and the Property to the provisions of the Act; provided, however, nothing contained herein shall submit nor be deemed to submit Phase II or Phase III to the provisions of the Act until Declarant so submits the same pursuant to the provisions of Paragraph 21 of this Declaration. The Property is submitted to the provisions of the Act subject to easements and reservations affecting the Parcel recorded in the Official Public Records of Real Property of Harris County, Texas.

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

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

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

6. (a) Association of Unit Owners and Administration and Operation of the Property. There has been or will be formed an Association having the name "North Village Green I Association, Inc.", a Texas non-profit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The Board of Directors of the Association shall be elected and shall

serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit B hereto.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c) below. The Board shall also have the authority (but shall not be obligated) to engage, supervise and control such employees as the Board deems advisable to clean and maintain all or any part of the Units to the extent the Board deems it advisable to provide such services for all or any portion of the Unit Owners. The cost of such services shall be a common expense.

(c) Initial Management Contract. The first Board, appointed as provided herein, may approve an initial management agreement as provided in the By-Laws.

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

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

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

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

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

UNOFFICIAL Copy

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

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

9. Parking Areas. Carport parking spaces shall be part of the Limited Common Elements, and shall be used by such Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and unassigned carport parking spaces not so used by Unit Owners may be rented or otherwise used in such manner as the Board may prescribe.

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

(b) Unit Owners' Liability for Common Expenses During First Year. The first Board shall prepare and adopt a budget which shall set forth and describe for each Unit within the Parcel and for each proposed Unit within Phase II and Phase III an amount designated therein as the "Monthly Assessment". Notwithstanding anything contained in this Declaration to the contrary (including, but without limitation, the terms and provisions of subparagraph (a) above), for a period (hereinafter referred to as the "Initial Period") of one year from and after the first day of the calendar month next following the date of recording of this Declaration, each Unit Owner shall pay and be responsible for monthly, and his proportionate share of the common expenses shall be deemed to be, his respective Monthly Assessment, notwithstanding the fact his proportionate share of the actual common expenses during the Initial Period may be greater or less than his respective Monthly Assessment. If the total Monthly Assessments payable during the Initial Period are greater than the actual common expenses incurred during the Initial Period, such excess shall be thereafter used as the Board may prescribe. However, if the total Monthly Assessments payable during the Initial Period are less than the actual common expenses incurred during the Initial Period, the Board shall prepare and approve a supplemental budget covering the deficiency, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made on each Unit Owner for his proportionate share of such supplemental budget.

NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 100 PAGE 112

UNOFFICIAL COPY

(c) Annual Budgets. Annual budgets for each fiscal year of the Association shall be prepared and adopted by the Board pursuant to the By-Laws; provided, however, the Board shall not adopt a budget requiring assessments for common expenses in an amount exceeding one hundred ten percent (110%) of the common expenses for the preceding year unless the same is approved by a majority of the Unit Owners.

(d) Metered Utilities. Each Unit Owner shall also pay for all utility services, including electricity and other utilitity services (including telephone), if any, separately metered for such Unit Owner's Unit. Each Unit Owner shall make such payments for separately metered utility services to the public utility company providing such utility service if provided directly to the Unit Owner or to the Association if such utility services are separately metered or submetered for the Units.

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

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

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

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

13. Insurance. The Board shall have the authority to and shall obtain insurance for the Property, exclusive of decorating of the Units or Limited Common Elements by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full

insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement costs shall be deemed the cost of restoring the Common Elements, Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Declaration, and for the holders of Mortgages on his Unit, if any. Such policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense.

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

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

NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 100 PAGE 113

any Unit Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the common expense fund; provided, however, that such Unit Owner shall remain liable for such special assessment.

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

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

(d) If the Unit Owners shall not rebuild pursuant to subparagraph (b) above, and the Board fails to consummate a sale pursuant to said subparagraph (b) within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent, or the Board shall, or if they do not, any Unit Owner or Mortgagee

may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Paragraph 5 hereof has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Texas. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

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

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

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the contents of the Limited Common Elements serving his Unit, as well as his decorating, furnishing and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

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

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

If, due to the act or neglect of a Unit Owner, or his agent, servant, tenant, family member, invitee, or licensee, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may

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be determined by the Association; however, the provisions of this Paragraph are subject to the provisions of Paragraph 13 hereof providing for waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Board.

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

15. Declarant's Rights as to Common Facilities. Notwithstanding anything contained in this Declaration to the contrary, Declarant hereby reserves and retains unto itself or its designee, the right and privilege (but not the obligation) to operate and promulgate rules relating to, and to maintain, repair or replace, any and all recreational areas, swimming pools and the like existing for common use until such time as Declarant has sold Units which correspond, in the aggregate, to 90% of the undivided ownership of the Common Elements, as set forth in Exhibit B to this Declaration. The Board, the Association and all Unit Owners shall be bound by and shall comply with any action taken by Declarant pursuant to this Paragraph 15; provided however, Declarant control, as herein set out and as provided in the By-Laws of North Village Green I Association, Inc., shall not extend beyond January 1, 1984.

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

NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 100 PAGE 114

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

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

19. Use and Occupancy Restrictions. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together

shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

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

Without limiting the generality of the foregoing provisions of this Paragraph 18, use of the Property by the Unit Owners shall be subject to the following restrictions:

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

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

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

(d) Each Unit Owner shall keep and maintain the interior of his Unit in good condition and repair, including all appliances, the entire air conditioning system (including compressors, air handlers, ducts and vents) serving the Unit (whether the same is inside or outside the Unit), and all electrical systems, water lines and other fixtures located within the Unit;

(e) No animals shall be kept within any Unit or on the Property, except upon the written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

(f) Each Unit Owner shall provide and maintain garbage and trash receptacles as may be directed by the Board, and all garbage and trash shall be kept in said receptacles;

(g) No Unit Owner or Occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loudspeaker in any Unit or on the Property between the hours of 11:00 o'clock p.m. and the following 9:00 a.m., if the same may tend to disturb or annoy other Occupants of the Buildings nor shall any Occupant or Unit Owner commit or permit any nuisance, or immoral or illegal act in his Unit or on the Property;

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

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

(j) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed

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from the Common Elements, except upon the written consent of the Board;

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

(l) Outdoor drying of clothes, bedding or similar items shall not be permitted;

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

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

(o) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation, it being intended that said vehicles shall not be operated within the Property so as to annoy or disturb persons or endanger persons or property;

(p) Neither the Board nor the Association shall take nor permit to be taken any action that unlawfully discriminates against one or more Unit Owners.

20. Remedies. In the event of any violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest

NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 100 PAGE 115

thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law.

21. Additions of Phase II and Phase III. By this Declaration, Declarant does not submit Phase II or Phase III to the provisions of this Declaration. However, Declarant shall in due course complete and add Phase II and Phase III to the Property and submit the same to the provisions of this Declaration upon the following terms and conditions:

(a) Any such addition of Phase II or Phase III, as the case may be, shall be made by, and shall become effective upon, Declarant's filing in the Official Public Records of Harris County, Texas, a supplemental declaration (hereinafter referred to as the "Supplemental Declaration") so stating. No other formality or instrument shall be required. The Supplemental Declaration shall not require the joinder or consent of the Board, the Association, any Unit Owner, or any other third parties; povided, however, the Supplemental Declaration shall require the joinder of the Veterans Administration of the United States of America;

(b) By such addition of Phase II or Phase III, as the case may be, Declarant shall add to the Property those additional, Common Elements, Limited Common Elements, Units and Buildings of similar style, cost and layout within Phase II or Phase III, as the case may be, as depicted on Exhibit A attached hereto; and

(c) When Declarant so adds Phase II or Phase III, as the case may be, then the percentage of ownership in the Common Elements allocated to each respective Unit (that is, the Units within the Parcel as well as any Units within Phase II or Phase III) owned by each Unit Owner (as described in Paragraph 7 above) and the carport parking spaces appurtenant to each Unit shall be as described in Exhibit B attached hereto and by this reference made a part hereof; and

of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum lawful rate per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said Mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein other than through a deed in lieu of foreclosure or as a security or forecloses its Mortgage. This Paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of Mortgages against Units.

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

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right to the extent permitted by law, in addition to any other rights provided for in this Declaration, (a) to enter upon the Unit, or any portion of the property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist

(d) The Supplemental Declaration may contain such further provisions as Declarant deems necessary to properly and effectively add Phase II or Phase III, as the case may be, to the Property.

Notwithstanding anything contained in this Declaration, the terms and provisions of this Declaration shall not cover nor be deemed to burden any other lands owned by Declarant which are situated adjacent to or near the Parcel, Phase II or Phase III, and Declarant, its successors and assigns shall have the right to use any such other lands for any and all uses as Declarant, its successors or assigns may elect in their sole discretion.

22. Sales and Other Transfers. No Unit Owner shall sell, assign, convey or otherwise transfer his Unit or any interest therein unless he gives written notice to the Board, reasonably in advance of such sale, assignment, conveyance or transfer, of the date, time and place of the closing of such transaction and of the name(s) and address(es) of each proposed purchaser, assignee or transferee. The purpose of this Paragraph 22 is to make certain that any proposed purchaser, assignee or transferee is made aware of the provisions of this Declaration, as well as of any delinquent assessments, if any, attributable to the applicable Unit, prior to the consummation of any such purchase, assignment or transfer.

23. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescision and signed and acknowledged by Unit Owners owning not less than seventy-five percent (75%) of the total ownership of Common Elements; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescision, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument; provided further, however, the provisions of Paragraph 21 hereof may not be changed, modified or rescinded without the prior written consent of Declarant. Except as expressly provided in Paragraph 21 above, the percentage ownership of the Common Elements provided for in this Declaration shall not be amended or modified without the consent of all Unit Owners and of all Mortgagees.

However, if the Act, the Declaration or the By-Laws require the consent or agreement of all Unit Owners or of

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

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

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

24. Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or to any Unit Owner, as the case may be, at 126 N.Point Dr.#157 Houston, Harris Texas 77060, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

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

25. Severability. If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other

curcumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.

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

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

28. Prior Mortgagee Approval. The prior written approval of each institutional holder of a First Mortgage, deed of trust or equivalent security interest on Units in the Project will be required for at least the following:

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

(b) Any material amendment to the Declaration or to the By-Laws of the Owners Association, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Project; and

(c) The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL.100 PAGE 116

29. Leases. With the exception of a lender in possession of a Condominium Unit following a default in a First Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Owner may lease less than the entire Unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

30. Mortgagee Rights. Any institutional holder of a First Mortgage on a Unit in the Project will, upon request, be entitled to:

(a) Inspect the books and records of the Project during normal business hours;

(b) Receive an annual audited financial statement of the Project within ninety (90) days following the end of any fiscal year of the Project; and

(c) Receive written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.

31. Damage or Destruction. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the institutional holder of any First Mortgage on a Unit will be entitled to timely written notice of any such damage or destruction.

32. Eminent Domain. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking

shall be deposited with the Association and such damages or awards shall be applied as provided herein. The Association shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceedings. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear in proportion to their percentage ownership interests in the General Common Elements to be applied or paid as set forth in the attached Exhibit "B", unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the General Common Elements so taken or damaged. In the event it is determined that the General Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Plat attached hereto shall be duly amended by an instrument executed by the Association on behalf of the Owners. In the event such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds (66-2/3%) percent of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

(a) The Association shall determine which of the Condominium Units damaged by such taking may be made tenantable for the purposes set forth in the Declaration, taking into account the nature of this Condominium Project and the reduced size of each Condominium Unit so damaged.

(b) The Association shall determine whether it is reasonably practical to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.

(c) In the event the Association determines it is not reasonably practical to operate the undamaged Condominium Units and the damaged Units which can be made tenantable, then the Condominium Project

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shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the percentage ownership interest previously owned by each Owner in the General Common Elements.

(d) In the event the Association determines it will be reasonably practical to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Exhibit "A" of the Declaration hereof, and the remaining portion of such Units, if any, shall become a part of the General Common Elements. Upon payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the percentage ownership interest in the General Common Elements appurtenant to each remaining Condominium Unit which shall continue as a part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the General Common Elements among the reduced number of Owners. If the entire Condominium Project is taken, or sixty-six and two-thirds (66-2/3%) percent or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein, in proportion to their percentage ownership interests in the General Common Elements; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and General Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the percentage ownership interest previously owned by each Owner in the General Common Elements. Any damages or awards provided in this paragraph shall be paid to or for the account of any Owner and First Mortgagee, if any, as their interests may appear.

33. Management Agreement. Any management agreement for the Project will be terminable by the Owners Association for cause upon thirty (30) days' written notice thereof and the term of any such agreement may not exceed one (1) year; however, such agreement may be renewable by the parties for successive one (1)-year periods.

34. Unit Owner Default. The Owners Association shall upon written request give the holders of First Mortgages prompt notice in the event of default in the Unit mortgagor's obligations under the Condominium documents not cured within thirty (30) days of default.

IN WITNESS WHEREOF, the said U.S. Home Corporation has caused its name to be signed to these presents by its duly authorized officer on this 19th day of July, 1979.

U.S. HOME CORPORATION

By _____
William M. Rice, III
Division President

ATTEST:

_____

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 100 PAGE 117

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of U.S. HOME CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of July, 1979.

_____
Notary Public in and for
Harris County, Texas

LIST OF ATTACHMENTS

Exhibit A - Plat

Exhibit B - Ownership Interests in Common Elements and Designation of Parking Spaces Appurtenant to Each Unit

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NORTH VILLAGE GREEN SECTION I

LEGAL DESCRIPTION
OF AN 8.134 ACRE TRACT OUT OF
RESERVE A IN NORTH GREEN BUSINESS PARK SUBDIVISION
RECORDED IN VOLUME 235, PAGE 77 OF HARRIS COUNTY MAP RECORDS
HOUSTON, TEXAS

BEGINNING at the intersection of the Southwest corner of Reserve "A", the plat of which is recorded in Volume 235, Page 77 of the Harris County Map Records with the North right-of-way line of Plaza Verde Drive:

THENCE North 00° 06' 10" West, 400.00 feet to a point for corner;

THENCE North 75° 00' 01" East, 672.00 feet to a point for corner;

THENCE North 32° 00' 01" East, 76.16 feet to a point for corner;

THENCE along the arc of a curve to the right, having a chord of North 44° 42' 10" East, 40.50 feet, a radius of 91.51 feet, a central angle of 25° 34' 17", a distance of 40.84 feet to a point for corner;

THENCE South 64° 01' 56" East, 36.30 feet to a point for corner;

THENCE along the arc of a curve to the left, having a chord of South 21° 01' 41" West, 40.44 feet, a radius of 25.00 feet, a central angle of 107° 56' 40", a distance of 47.10 feet to a point for corner;

THENCE along the arc of a curve to the right, having a chord South 23° 58' 19" East, 93.57 feet, a radius of 300.00 feet, a central angle of 17° 56' 40", a distance of 93.96 feet to a point for corner;

THENCE South 14° 59' 59" East, 172.27 feet to a point for corner;

THENCE along the arc of a curve to the left, having a chord of South 27° 42' 01" East, 76.95 feet, a radius of 175.00 feet, a central angle of 25° 24' 03", a distance of 77.58 feet to a point for corner;

THENCE along the arc of a curve to the right, having a chord of South 32° 09' 02" East, 50.22 feet, a radius of 175.00 feet, a central angle of 16° 30' 00", a distance of 50.40 feet to a point for corner;

THENCE along the arc of a curve to the left, having a chord of South 25° 17' 22" East, 0.47 feet, a radius of 10.00 feet, a central angle of 02° 42' 40", a distance of 0.47 feet to a point for corner;

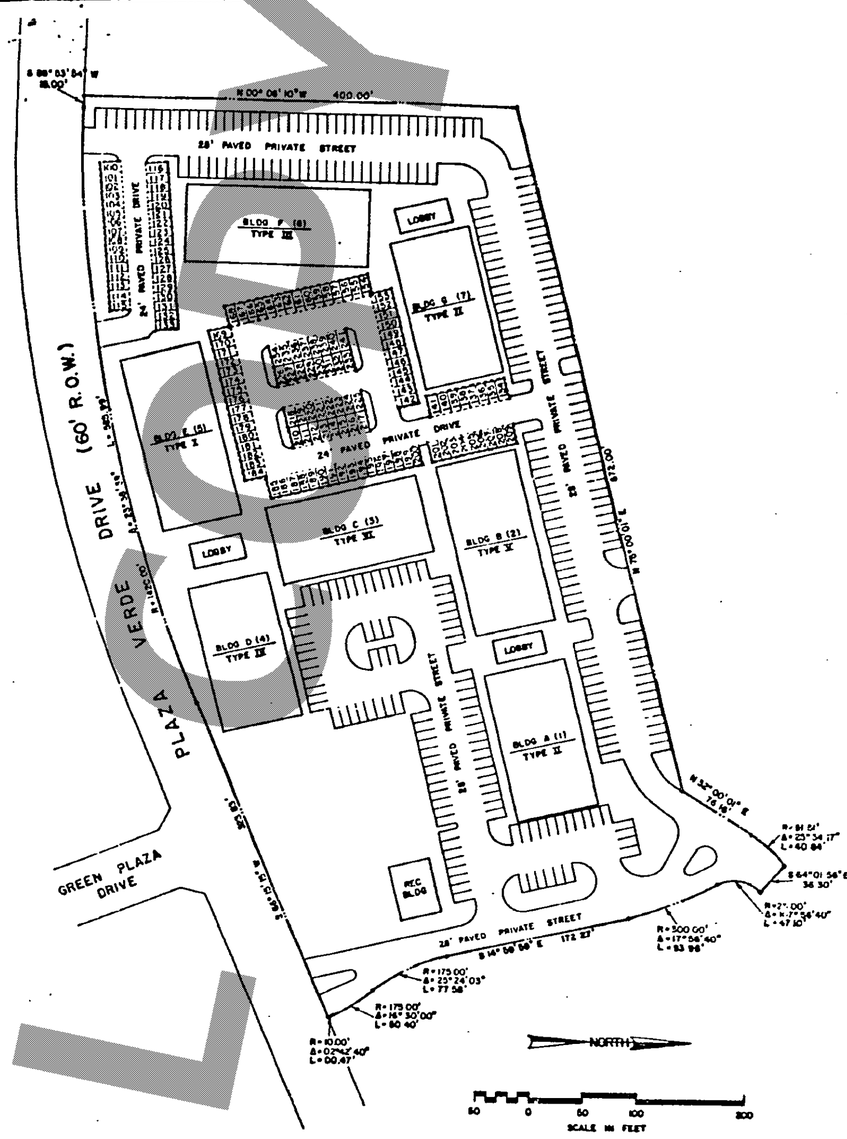
THENCE South 66° 15' 15" West, 323.83 feet to a point for corner;

THENCE along the arc of a curve to the right, having a chord of South 78° 04' 33" West, 581.84 feet, a radius of 1,420.00 feet, a central angle of 23° 38' 39", a distance of 585.99 feet to a point for corner;

THENCE South 89° 53' 54" West, 15.00 feet to a point for corner and the PLACE OF BEGINNING of the tract herein described, containing 8.134 acres of land, more or less. 354,313 sq. ft.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

February 28, 1979



NORTH VILLAGE GREEN
PHASE I

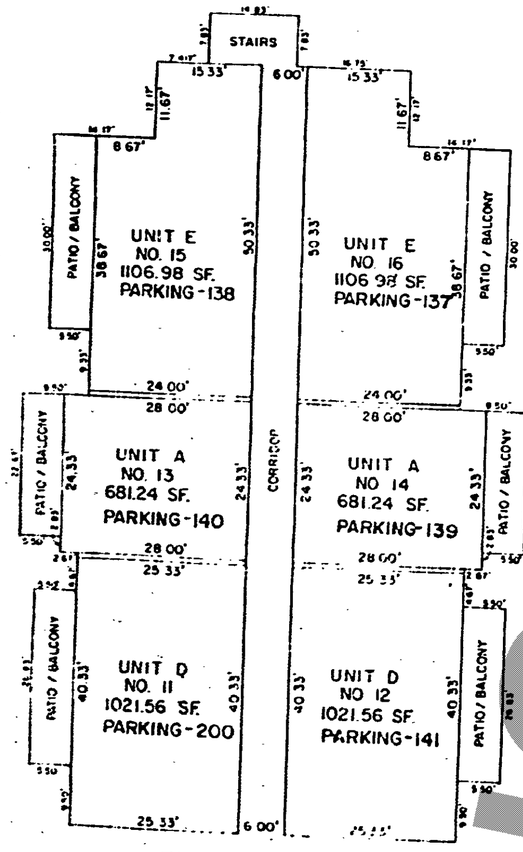
VOL. 235 PG. 77 H.C.M.R.
CITY OF HOUSTON
COUNTY OF HARRIS
STATE OF TEXAS

NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM
A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS
VOL. 100 PAGE 118

200 PLAZA VERDE DRIVE



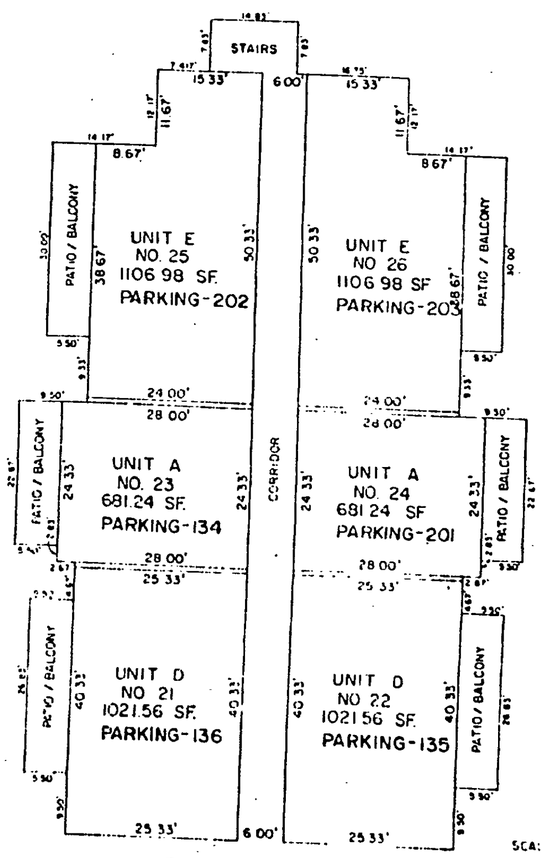
BUILDING A (1)
TYPE II
FIRST FLOOR PLAN

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

GENERAL NOTES

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2. All boundary walls are common elements.

200 PLAZA VERDE DRIVE



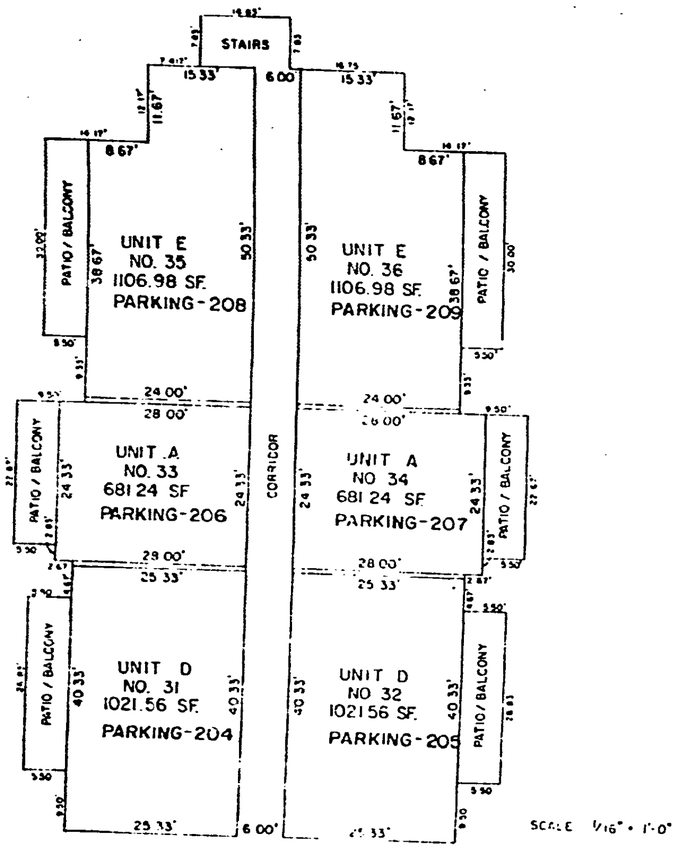
BUILDING A (1)
TYPE II
SECOND FLOOR PLAN

GENERAL NOTES

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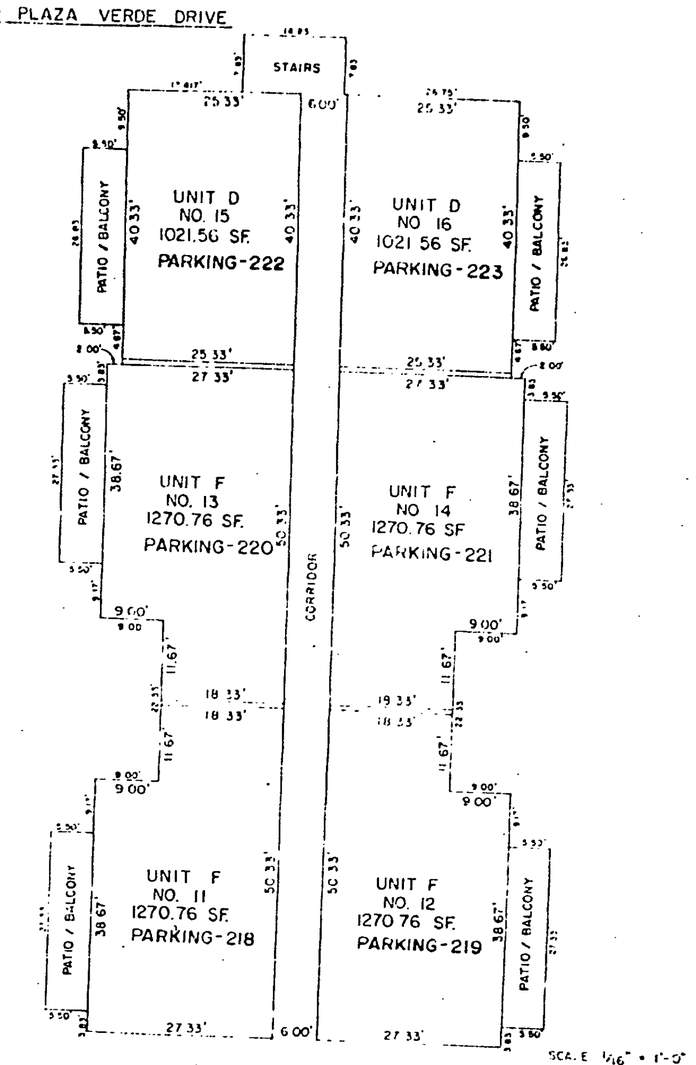
200 PLAZA VERDE DRIVE



SCALE 1/16" = 1'-0"

BUILDING A (1)
TYPE II
THIRD FLOOR PLAN

200 PLAZA VERDE DRIVE



SCALE 1/16" = 1'-0"

BUILDING B (2)
TYPE V
FIRST FLOOR PLAN

GENERAL NOTES

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NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM

A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

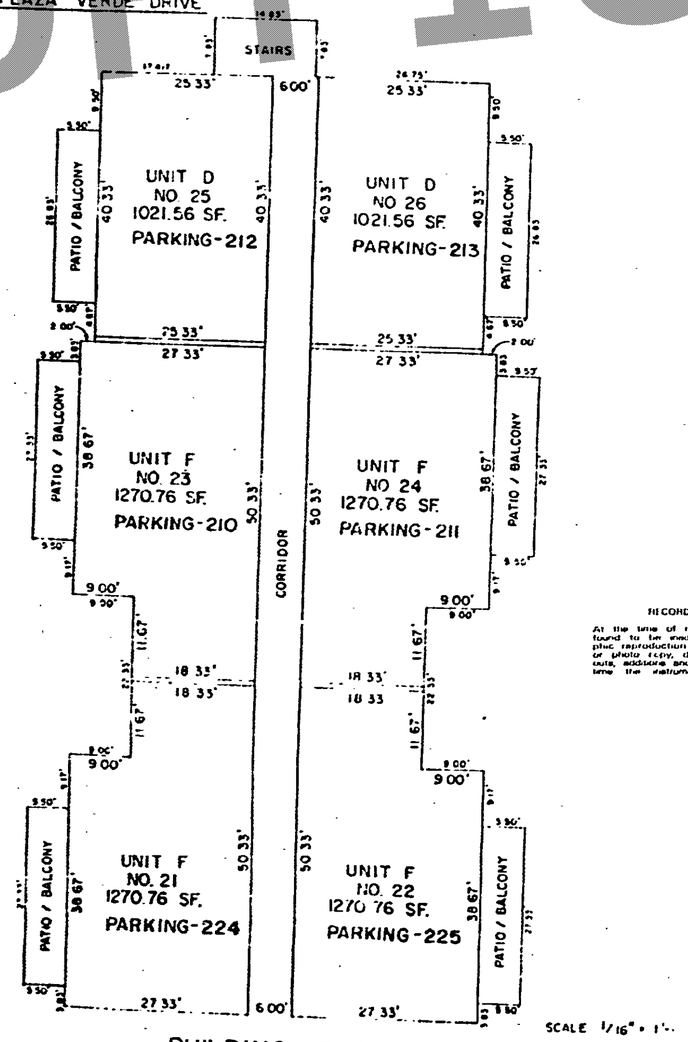
VOL. 100 PAGE 119

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200 PLAZA VERDE DRIVE



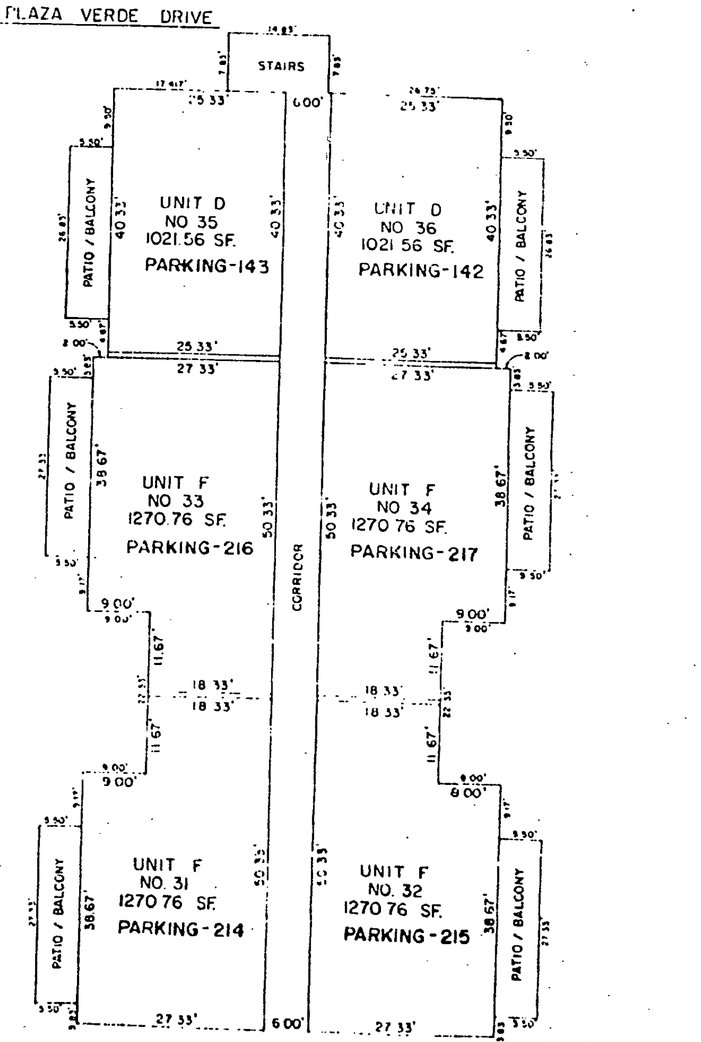
SCALE 1/16" = 1'-0"

BUILDING B (2)
TYPE V
SECOND FLOOR PLAN

RECORDER'S MEMORANDUM

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200 PLAZA VERDE DRIVE



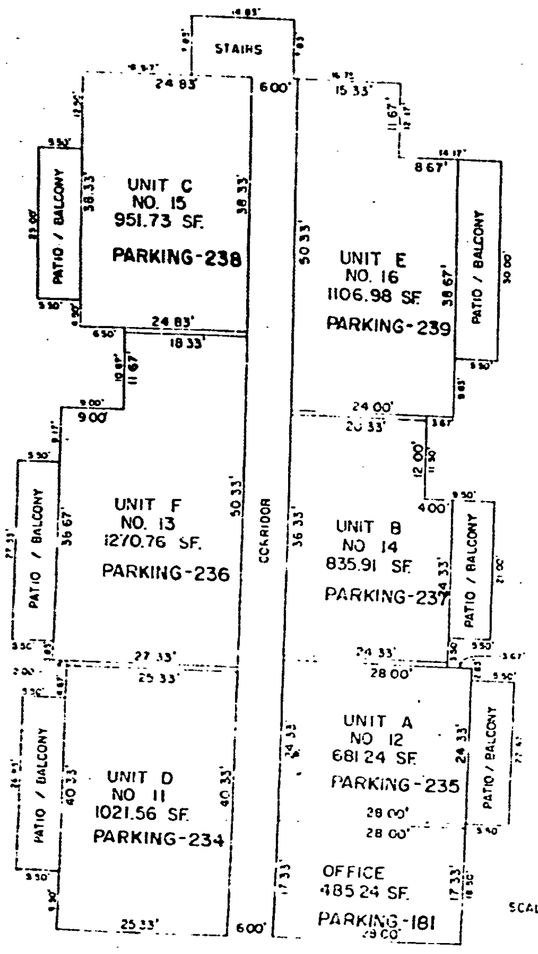
SCALE 1/16" = 1'-0"

BUILDING B (2)
TYPE V
THIRD FLOOR PLAN

GENERAL NOTES

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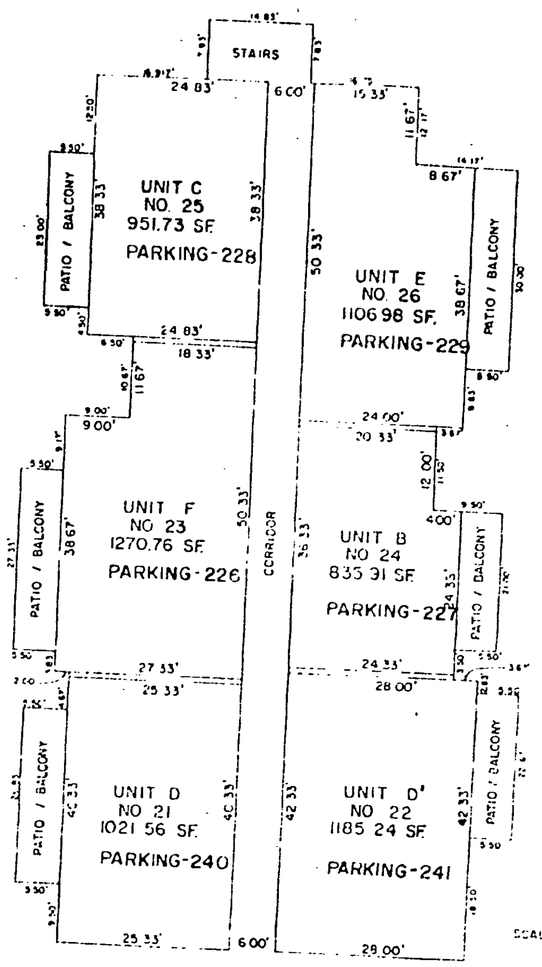
SCALE 1/16" = 1'-0"

BUILDING C (3)
TYPE VI
FIRST FLOOR PLAN

GENERAL NOTES

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2. All boundary walls are common elements

200 PLAZA VERDE DRIVE



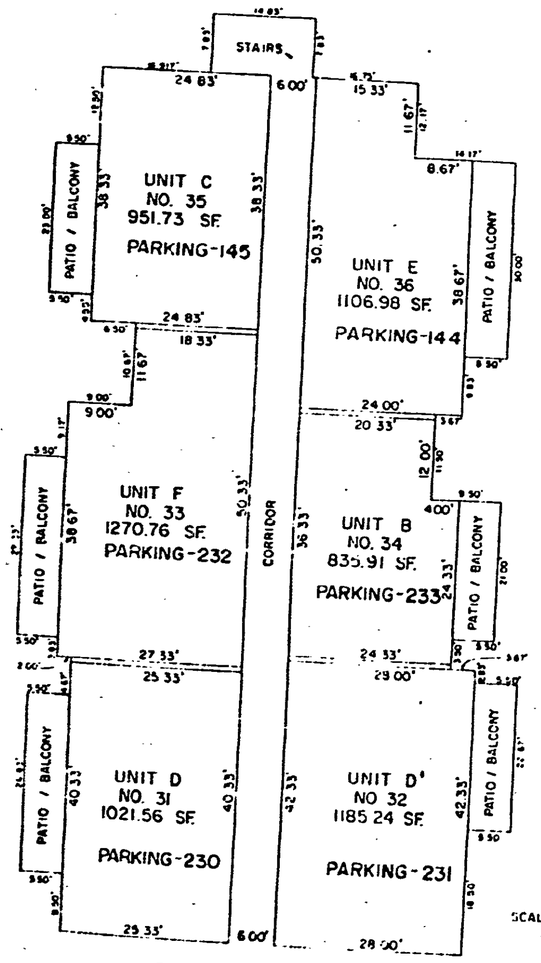
SCALE 1/16" = 1'-0"

BUILDING C (3)
TYPE VI
SECOND FLOOR PLAN

GENERAL NOTES

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200 PLAZA VERDE DRIVE



SCALE 1/16" = 1'-0"

BUILDING C (3)
TYPE VI
THIRD FLOOR PLAN

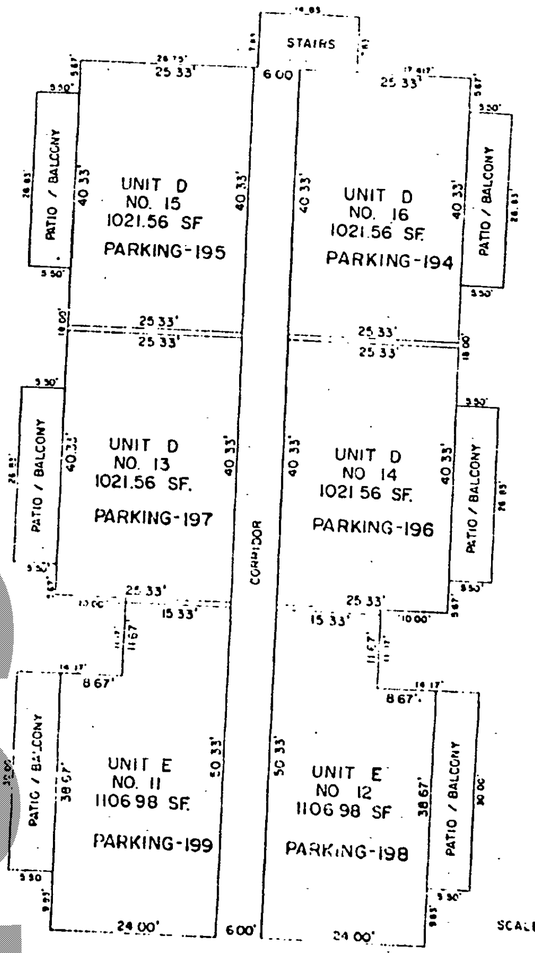
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NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM 200 PLAZA VERDE DRIVE
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 100 PAGE 120

RECORDER'S MEMORANDUM

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SCALE 1/16" = 1'-0"

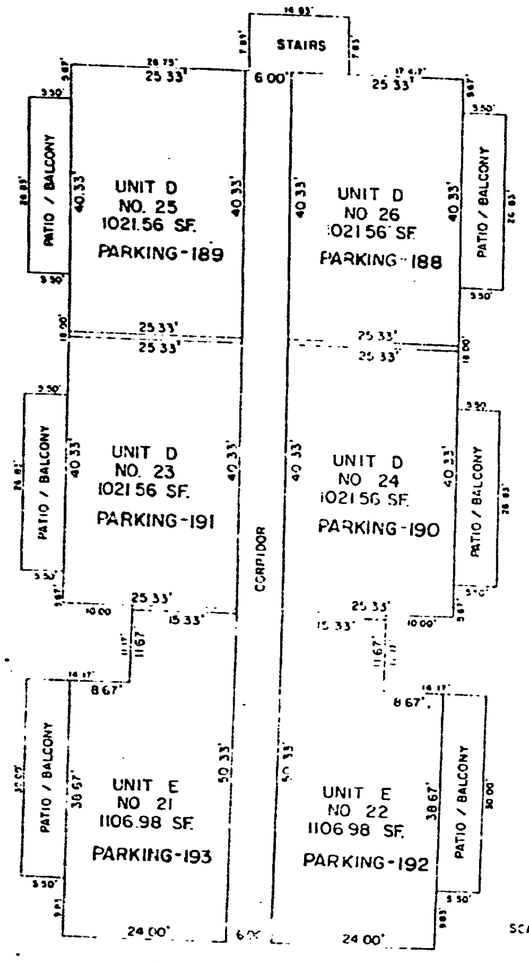
BUILDING D (4)
TYPE IV
FIRST FLOOR PLAN

GENERAL NOTES

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200 PLAZA VERDE DRIVE



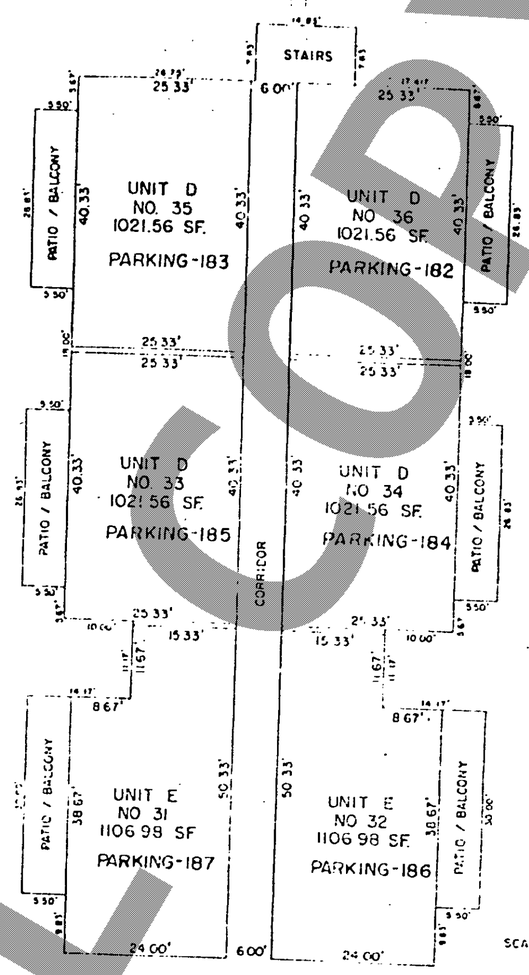
SCALE 1/16" = 1'-0"

BUILDING D (4)
TYPE IV
SECOND FLOOR PLAN

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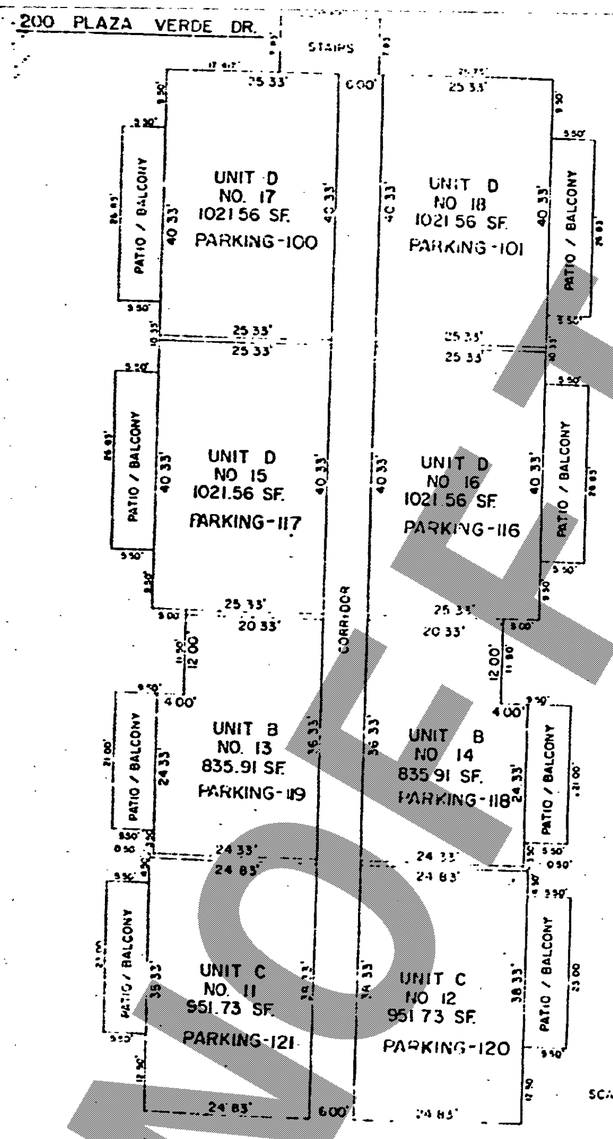
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BUILDING D (4)
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200 PLAZA VERDE DR.



SCALE 1/16" = 1'-0"

BUILDING E (5)
TYPE I
FIRST FLOOR PLAN

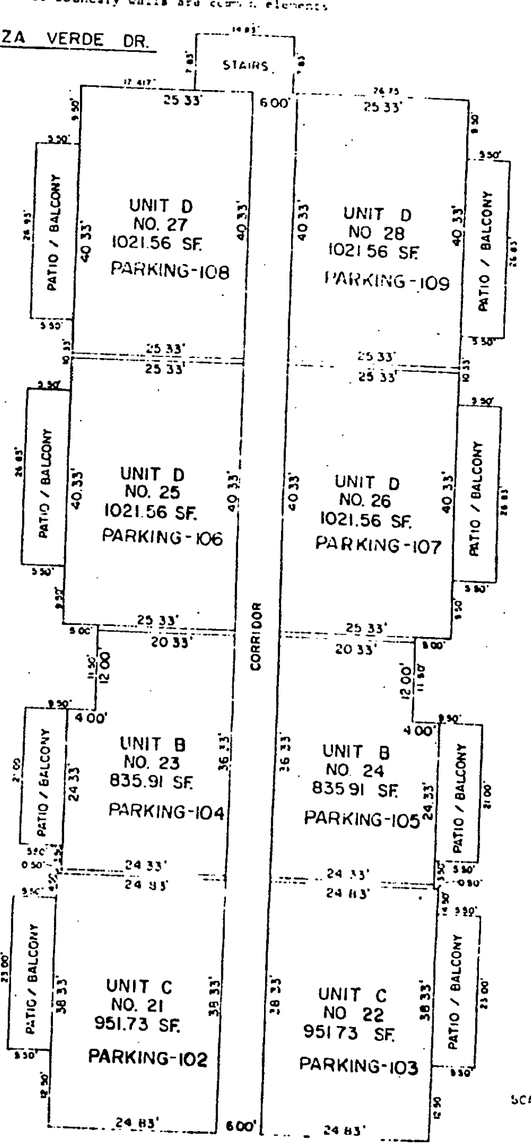
NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 100 PAGE 121

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200 PLAZA VERDE DR.



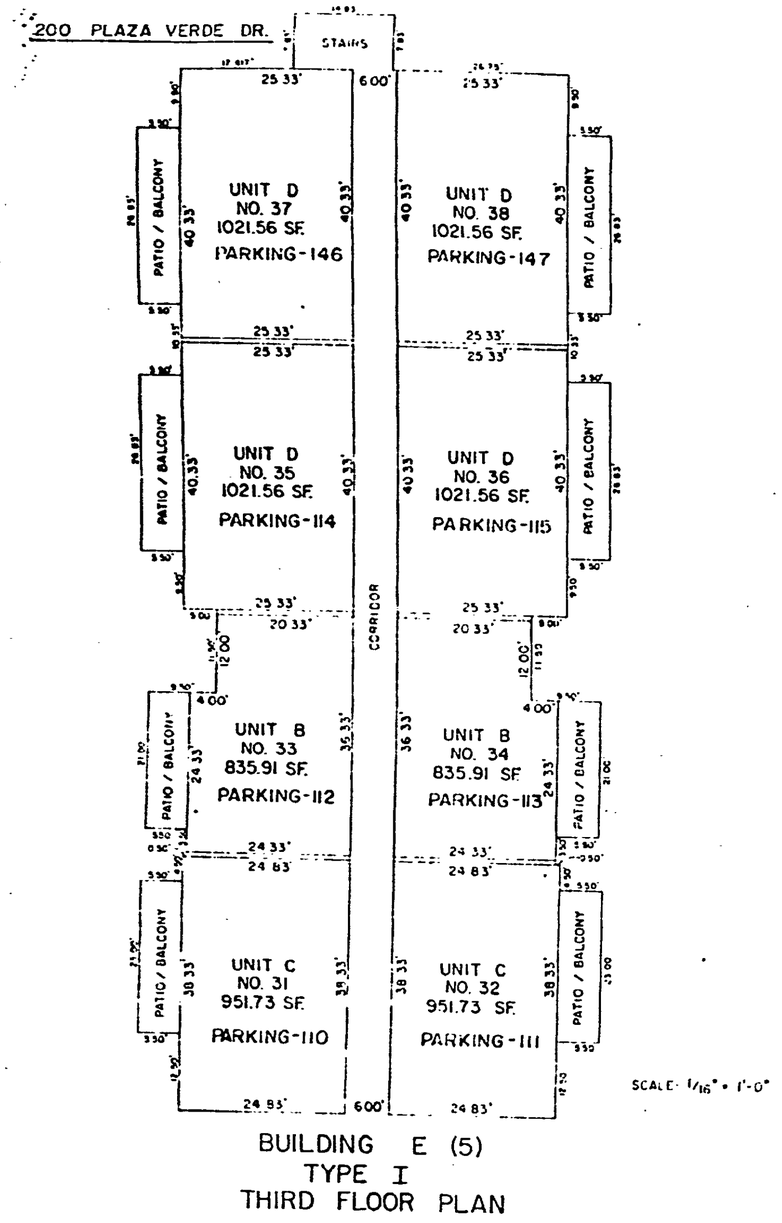
SCALE: 1/16" = 1'-0"

BUILDING E (5)
TYPE I
SECOND FLOOR PLAN

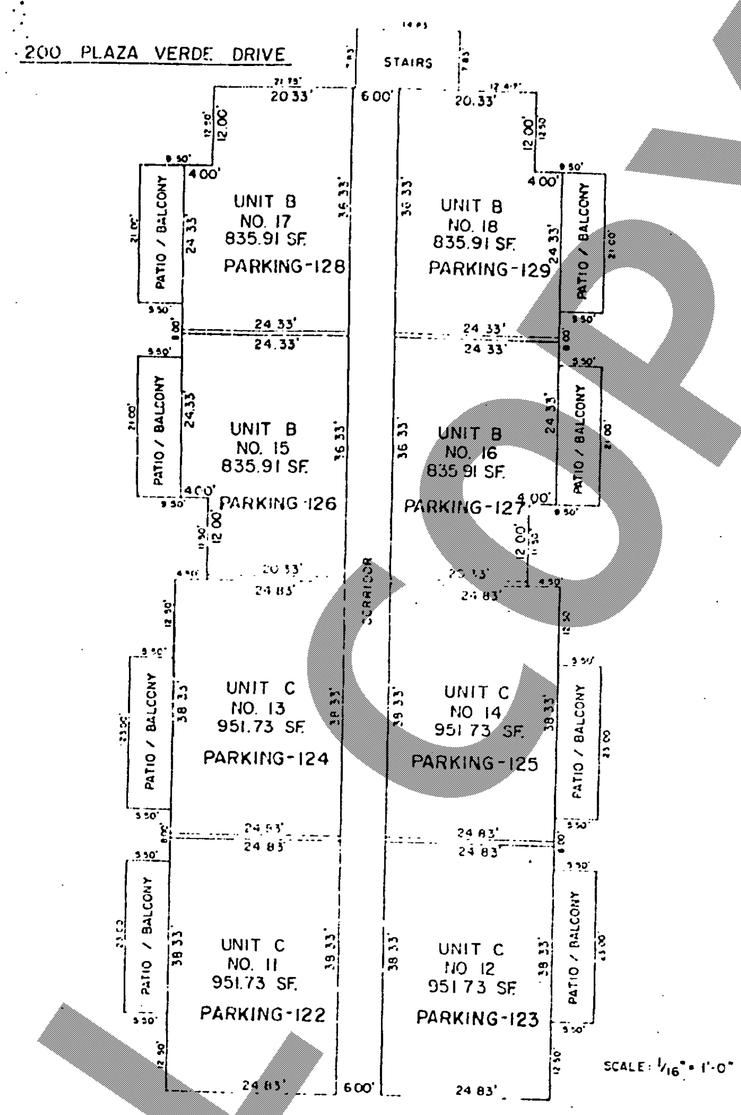
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BUILDING E (5)
TYPE I
THIRD FLOOR PLAN



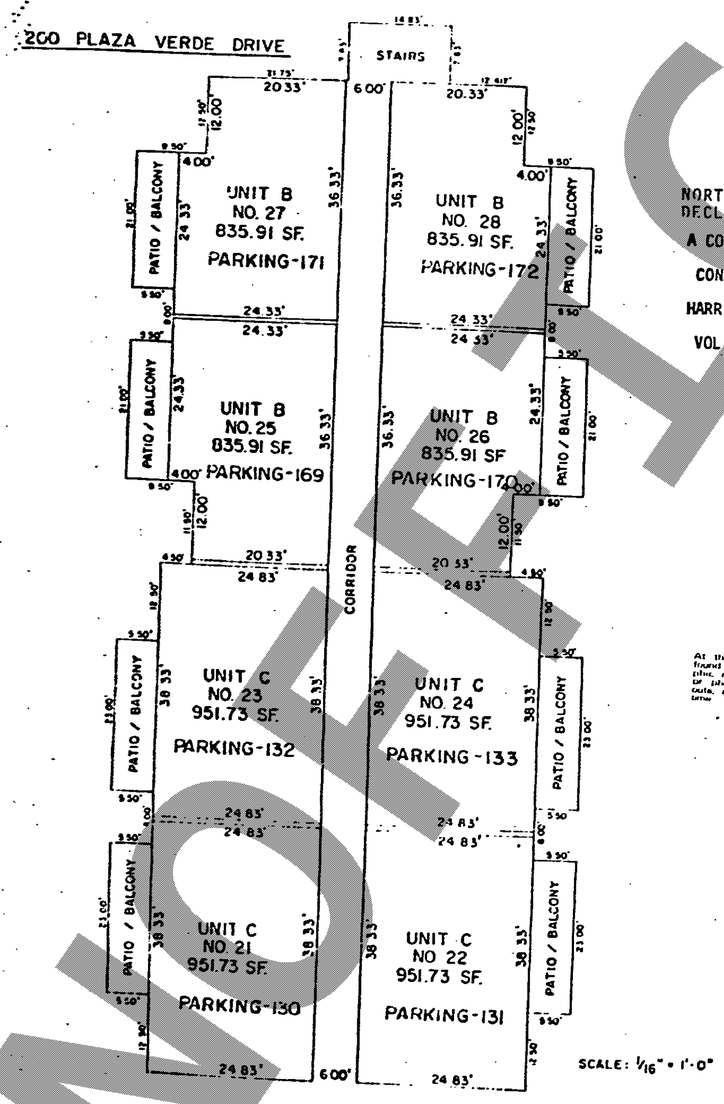
BUILDING F (6)
TYPE III
FIRST FLOOR PLAN

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GENERAL NOTES

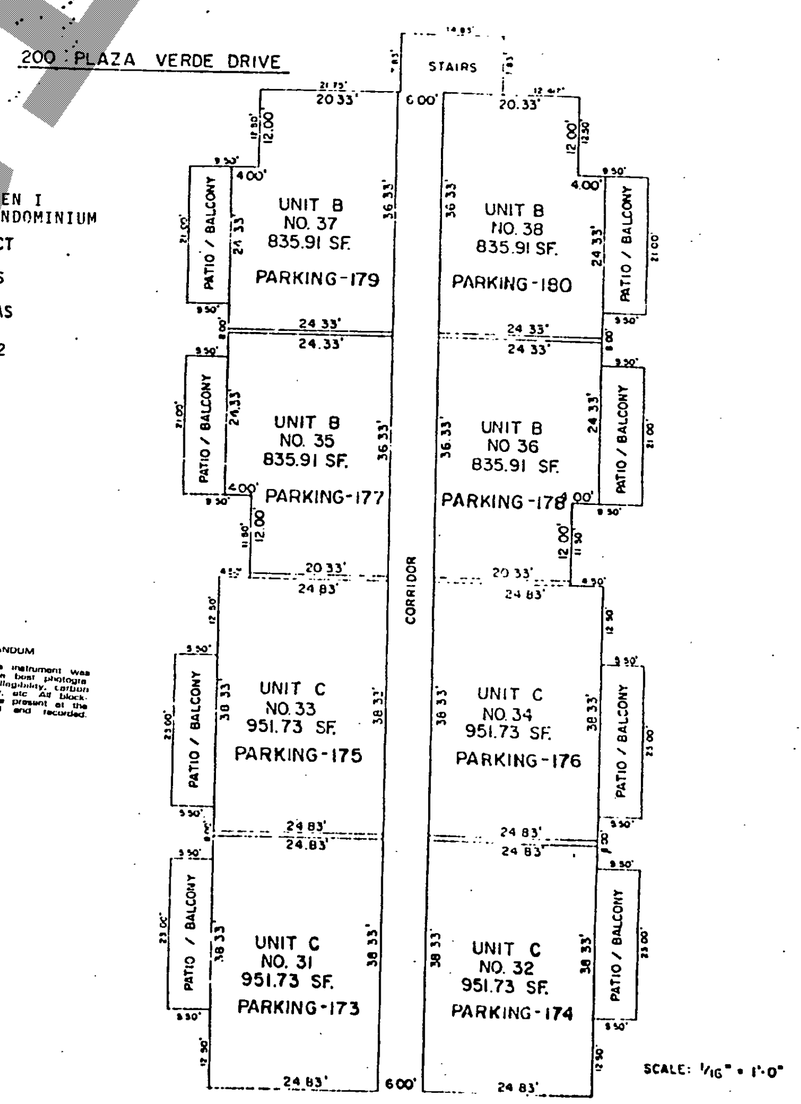
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BUILDING F (6)
TYPE III
SECOND FLOOR PLAN

NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 100 PAGE 122

RECORDER'S MEMORANDUM
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BUILDING F (6)
TYPE III
THIRD FLOOR PLAN

GENERAL NOTES

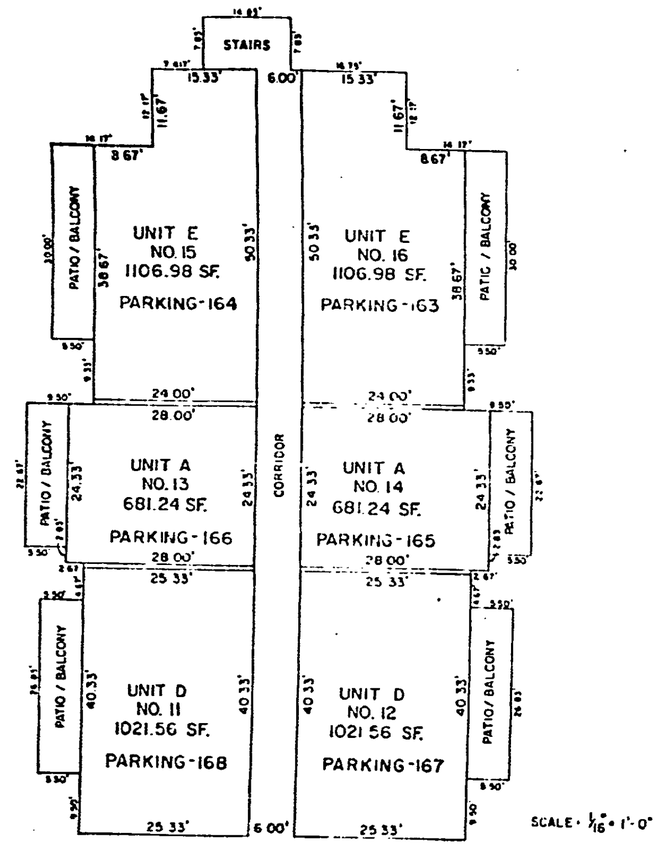
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200 PLAZA VERDE DRIVE

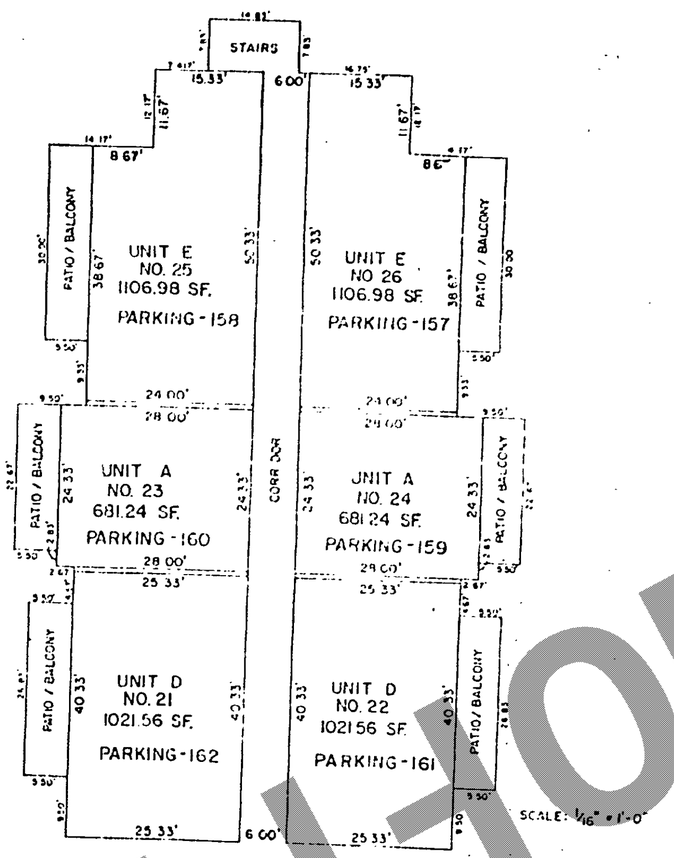


BUILDING G (7)
TYPE II
FIRST FLOOR PLAN

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200 PLAZA VERDE DRIVE

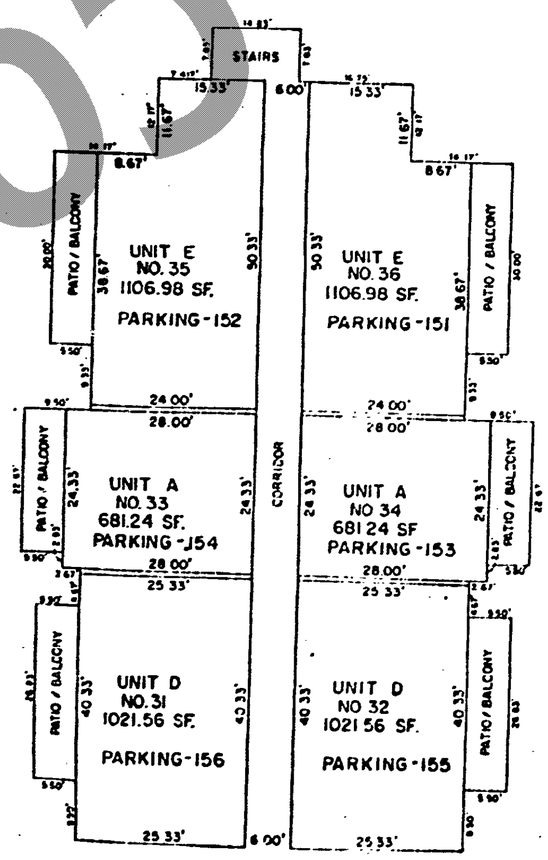


BUILDING G (7)
TYPE II
SECOND FLOOR PLAN

GENERAL NOTES

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200 PLAZA VERDE DRIVE



BUILDING G (7)
TYPE II
THIRD FLOOR PLAN

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NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM

A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 100 PAGE 123

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NORTH VILLAGE GREEN- PHASE I, II, & III

PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS

STREET ADDRESS	UNIT NUMBER	FLOOR PLAN	SQ. FT.	CARPORT DESIGNATION	PERMIT NOS.	PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS PHASE I ONLY---WITH PHASE II ADDED---WITH PHASE III ADDED
BUILDING C: (3)						
200 Plaza Verde	OFFICE C11	D	1,066	234	455572 455573	.007460
200 Plaza Verde	C12	A	715	235	455574	.005003
200 Plaza Verde	C13	F	1,318	236	455575	.009223
200 Plaza Verde	C14	B	878	237	455580	.006144
200 Plaza Verde	C15	C	985	238	455581	.006893
200 Plaza Verde	C16	E	1,156	239	455582	.008090
200 Plaza Verde	C21	D'	1,233	240	455583	.008628
200 Plaza Verde	C22	D	1,066	241	455584	.007460
200 Plaza Verde	C23	F	1,318	226	455585	.009223
200 Plaza Verde	C24	B	878	227	455586	.006144
200 Plaza Verde	C25	C	985	228	455587	.006893
200 Plaza Verde	C26	E	1,156	229	455588	.008090
200 Plaza Verde	C31	D'	1,233	230	455589	.008628
200 Plaza Verde	C32	D	1,066	231	455590	.007460
200 Plaza Verde	C33	F	1,318	232	455591	.009223
200 Plaza Verde	C34	B	878	233	455592	.006144
200 Plaza Verde	C35	C	985	145	455593	.006893
200 Plaza Verde	C36	E	1,156	144	455594	.008090
BUILDING D:(4)						
200 Plaza Verde	D11	E	1,156	199	455595	.008090
200 Plaza Verde	D12	E	1,156	198	455506	.008090
200 Plaza Verde	D13	D	1,066	197	455599	.007460
200 Plaza Verde	D14	D	1,066	196	455600	.007460
200 Plaza Verde	D15	D	1,066	195	455601	.007460
200 Plaza Verde	D16	D	1,066	194	455602	.007460
200 Plaza Verde	D21	E	1,156	193	455603	.008090
200 Plaza Verde	D22	E	1,156	192	455604	.008090
200 Plaza Verde	D23	D	1,066	191	455605	.007460
200 Plaza Verde	D24	D	1,066	190	455606	.007460
200 Plaza Verde	D25	D	1,066	189	455607	.007460
200 Plaza Verde	D26	D	1,066	188	455608	.007460
200 Plaza Verde	D31	E	1,156	187	455609	.008090
200 Plaza Verde	D32	E	1,156	186	455610	.008090
200 Plaza Verde	D33	D	1,066	185	455611	.007460
200 Plaza Verde	D34	D	1,066	184	455612	.007460
200 Plaza Verde	D35	D	1,066	183	455613	.007460
200 Plaza Verde	D36	D	1,066	182	455614	.007460

NORTH VILLAGE GREEN I
DECLARATION TO CONDOMINIUM

A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 100 PAGE 124

NORTH VILLAGE GREEN- PHASE I, II, & III

PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS

STREET ADDRESS	UNIT NUMBER	FLOOR PLAN	SQ. FT.	CARPORT DESIGNATION	PERMIT NUMBER	PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS PHASE I ONLY---WITH PHASE II ADDED---WITH PHASE III ADDED
BUILDING E: (5)						
200 Plaza Verde	E11	C	985	121	455615	.006893
200 Plaza Verde	E12	C	985	120	455625	.006893
200 Plaza Verde	E13	B	878	119	455626	.006144
200 Plaza Verde	E14	B	878	118	455622	.006144
200 Plaza Verde	E15	D	1,066	117	455628	.007460
200 Plaza Verde	E16	D	1,066	116	455629	.007460
200 Plaza Verde	E17	D	1,066	100	455630	.007460
200 Plaza Verde	E18	D	1,066	101	455631	.007460
200 Plaza Verde	E21	C	985	102	455632	.006893
200 Plaza Verde	E22	C	985	103	455633	.006893
200 Plaza Verde	E23	B	878	104	455634	.006144
200 Plaza Verde	E24	B	878	105	455635	.006144
200 Plaza Verde	E25	D	1,066	106	455676	.007460
200 Plaza Verde	E26	D	1,066	107	455642	.007460
200 Plaza Verde	E27	D	1,066	108	455643	.007460
200 Plaza Verde	E28	D	1,066	109	455644	.007460
200 Plaza Verde	E31	C	985	110	455645	.006893
200 Plaza Verde	E32	C	985	111	455646	.006893
200 Plaza Verde	E33	B	878	112	455647	.006144
200 Plaza Verde	E34	B	878	113	455648	.006144
200 Plaza Verde	E35	D	1,066	114	455649	.007460
200 Plaza Verde	E36	D	1,066	115	455650	.007460
200 Plaza Verde	E37	D	1,066	146	455651	.007460
200 Plaza Verde	E38	D	1,066	147	455652	.007460
BUILDING F:(6)						
200 Plaza Verde	F11	C	985	122	455653	.006893
200 Plaza Verde	F12	C	985	123	455654	.006893
200 Plaza Verde	F13	C	985	124	455655	.006893
200 Plaza Verde	F14	C	985	125	455656	.006893
200 Plaza Verde	F15	B	878	126	455657	.006144
200 Plaza Verde	F16	B	878	127	455658	.006144
200 Plaza Verde	F17	B	878	128	455659	.006144
200 Plaza Verde	F18	B	878	129	455660	.006144
200 Plaza Verde	F21	C	985	130	455661	.006893
200 Plaza Verde	F22	C	985	131	455662	.006893
200 Plaza Verde	F23	C	985	132	455663	.006893
200 Plaza Verde	F24	C	985	133	455664	.006893

RECORDER'S MEMORANDUM:

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

NORTH VILLAGE GREEN- PHASE I, II, & III

PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS

STREET ADDRESS	UNIT NUMBER	FLOOR PLAN	SQ. FT.	CARPORT DESIGNATION	PERMIT NOS.	PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS PHASE I ONLY---WITH PHASE II ADDED---WITH PHASE III ADDED
BUILDING A: (1)						
200 Plaza Verde	A11	D	1,066	200	455519	.007460
200 Plaza Verde	A12	D	1,066	141	455520	.007460
200 Plaza Verde	A13	A	715	140	455525	.005003
200 Plaza Verde	A14	A	715	139	455526	.005003
200 Plaza Verde	A15	E	1,156	138	455527	.008090
200 Plaza Verde	A16	E	1,156	137	455528	.008090
200 Plaza Verde	A21	D	1,066	136	455529	.007460
200 Plaza Verde	A22	D	1,066	135	455530	.007460
200 Plaza Verde	A23	A	715	134	455531	.005003
200 Plaza Verde	A24	A	715	201	455539	.005003
200 Plaza Verde	A25	E	1,156	202	455540	.008090
200 Plaza Verde	A26	E	1,156	203	455541	.008090
200 Plaza Verde	A31	D	1,066	204	455542	.007460
200 Plaza Verde	A32	D	1,066	205	455543	.007460
200 Plaza Verde	A33	A	715	206	455544	.005003
200 Plaza Verde	A34	A	715	207	455545	.005003
200 Plaza Verde	A35	E	1,156	208	455546	.008090
200 Plaza Verde	A36	E	1,156	209	455547	.008090
BUILDING B: (2)						
200 Plaza Verde	B11	D	1,066	218	455548	.007460
200 Plaza Verde	B12	D	1,066	219	455549	.007460
200 Plaza Verde	B13	F	1,318	220	455550	.009223
200 Plaza Verde	B14	F	1,318	221	455555	.009223
200 Plaza Verde	B15	F	1,318	222	455556	.009223
200 Plaza Verde	B16	F	1,318	223	455557	.009223
200 Plaza Verde	B21	D	1,066	224	455558	.007460
200 Plaza Verde	B22	D	1,066	225	455559	.007460
200 Plaza Verde	B23	F	1,318	210	455560	.009223
200 Plaza Verde	B24	F	1,318	211	455563	.009223
200 Plaza Verde	B25	F	1,318	212	455564	.009223
200 Plaza Verde	B26	F	1,318	213	455565	.009223
200 Plaza Verde	B31	D	1,066	214	455566	.007460
200 Plaza Verde	B32	D	1,066	215	455567	.007460
200 Plaza Verde	B33	F	1,318	216	455568	.009223
200 Plaza Verde	B34	F	1,318	217	455569	.009223
200 Plaza Verde	B35	F	1,318	143	455570	.009223
200 Plaza Verde	B36	F	1,318	142	455571	.009223

NORTH VILLAGE GREEN- PHASE I, II, & III

PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS

STREET ADDRESS	UNIT NUMBER	FLOOR PLAN	SQ. FT.	CARPORT DESIGNATION	PERMIT NOS.	PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS PHASE I ONLY---WITH PHASE II ADDED---WITH PHASE III ADDED
BUILDING F cont:						
200 Plaza Verde	F25	B	878	169	455665	.006144
200 Plaza Verde	F26	B	878	170	455666	.006144
200 Plaza Verde	F27	B	878	171	455667	.006144
200 Plaza Verde	F28	B	878	172	455668	.006144
200 Plaza Verde	F31	C	985	173	455669	.006893
200 Plaza Verde	F32	C	985	174	455670	.006893
200 Plaza Verde	F33	C	985	175	455671	.006893
200 Plaza Verde	F34	C	985	176	455672	.006893
200 Plaza Verde	F35	B	878	177	455673	.006144
200 Plaza Verde	F36	B	878	178	455674	.006144
200 Plaza Verde	F37	B	878	179	455675	.006144
200 Plaza Verde	F38	B	878	180	455677	.006144
BUILDING G: (7)						
200 Plaza Verde	G11	D	1,066	168	455678	.007460
200 Plaza Verde	G12	D	1,066	167	455679	.007460
200 Plaza Verde	G13	A	715	166	455680	.005003
200 Plaza Verde	G14	A	715	165	455681	.005003
200 Plaza Verde	G15	E	1,156	164	455682	.008090
200 Plaza Verde	G16	E	1,156	163	455683	.008090
200 Plaza Verde	G21	D	1,066	162	455684	.007460
200 Plaza Verde	G22	D	1,066	161	455685	.007460
200 Plaza Verde	G23	A	715	160	455596	.005003
200 Plaza Verde	G24	A	715	159	455508	.005003
200 Plaza Verde	G25	E	1,156	158	455598	.008090
200 Plaza Verde	G26	E	1,156	157	455509	.008090
200 Plaza Verde	G31	D	1,066	156	455510	.007460
200 Plaza Verde	G32	D	1,066	155	455511	.007460
200 Plaza Verde	G33	A	715	154	455512	.005003
200 Plaza Verde	G34	A	715	153	455513	.005003
200 Plaza Verde	G35	E	1,156	152	455514	.008090
200 Plaza Verde	G36	E	1,156	151	455516	.008090
LOBBY #1	140					
LOBBY #2	141					
LOBBY #3	142					
RECREATION BDLG.	143					

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

JUL 20 1979

COUNTY CLERK,
HARRIS COUNTY, TEXAS

UNOFFICIAL COPY