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HARRIS COUNTY, TEXAS

AMENDMENT TO
CONDOMINIUM DECLARATION

FOR

THE PINES CONDOMINIUMS

(A Condominium)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, IHS thirteen Ltd., a limited partnership authorized to do business under the laws of the State of Texas, hereinafter called "Declarant", as the owner of a certain tract of land and the improvements thereon situated in Harris County, Texas, and being described as a 15.378 acre tract of land and being all of The Pine Hollow Apartments, according to the map thereof recorded in Volume 159, Page 10 of the Map Records of Harris County, Texas, has heretofore established said real property and improvements as a condominium project under the Condominium Act of the State of Texas by filing a Declaration thereof in Volume 48, Pages 38 through 126 of the Condominium Records of Harris County, Texas; and

WHEREAS, Declarant now wishes to make certain amendments to said Declaration as hereinafter set forth, all conditions precedent to such amendments to the Declaration having been fulfilled;

NOW, THEREFORE, Declarant does hereby amend the Condominium Declaration for The Pines Condominiums recorded in Volume 48, Pages 38 through 126 of the Condominium Records of Harris County, Texas as follows:

1. Paragraph 15 of the Declaration shall be amended to read as follows:

"15. Records. The Board of Managers or the Managing Agent shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the condominium and its administration and specifying the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the regime. The records so kept shall be available for inspection by all owners and by the holders of validly existing mortgages on the condominium units (herein called "Mortgagees") at convenient hours on working days as shall be set and announced for general knowledge. All records shall be kept in accordance with good accounting procedures and shall be audited at least once a year by an auditor outside of the Association. Copies of the auditor's reports shall be made available to all owners and Mortgagees upon written request."

2. In order to comply with the requirements of certain Mortgagees the percentage amount set forth in Paragraph 19, "Revocation or Amendment to Declaration", line 7, shall be changed from "... sixty percent (60%) ..." to "... seventy-five percent (75%) ...".

3. The sixth sentence of Paragraph 12 of the Declaration entitled "Owner's Personal Obligation for Payment of Assessments" shall be amended to read as follows:

"... Additionally, in the event that the mortgage on a unit should so provide a default in the payment of an assessment shall be a default in such mortgage and if required by the Mortgages the Board of Managers or Managing Agent shall give prompt notice of any default in payment of an assessment to the Mortgagee."

4. There shall be added to the first sentence in Paragraph 24 of the Condominium Declaration entitled "Liability for Common Expense upon Transfer of Condominium Unit is Joint", immediately following the words "TWENTY-FIVE and 00/100 DOLLARS (\$25.00)", the following exception:

"(except in the case of a Mortgagee in which no fee shall be payable)".

5. The first full sentence of sub-paragraph A of Paragraph 28 entitled "Reconstruction or Repair" shall be amended to read as follows:

"A. In the event of damage or destruction due to fire or other disaster to not more than two-thirds (2/3) of all of the condominium units, not including land, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed."

The first sentence of sub-paragraph B of said paragraph shall be amended to read as follows:

"B. If the insurance proceeds are insufficient to repair and construct the improvement(s), and if such damage is not more than two-thirds (2/3) of all condominium units (the whole property), not including land, then upon resolution of a majority of the condominium owners setting forth the circumstances and anticipated cost of the work, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and proceeds of an assessment to be made against all of the owners and their condominium units."

The first sentences of sub-paragraph C of said paragraph shall be amended to read as follows:

"C. If less than two-thirds (2/3) of the units are damaged or destroyed as set forth in sub-paragraph B above, and a majority of the unit owners does not adopt a resolution to repair as therein set forth; or if there is substantial damage to more than two-thirds (2/3) of all of the condominium units (the whole property), not including land, and if the owners representing an aggregate ownership interest of fifty-one percent (51%) or more of the general common elements do not voluntarily, within one hundred (100) days thereafter, make provisions for reconstruction, which plan must have unanimous approval or consent of every first

Mortgagee, then in either such event, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire remaining premises shall be sold by the Association, pursuant to the provisions contained in the Declaration, the Map and the By-Laws."

All of the terms and provisions of the Condominium Declaration for The Pines Condominiums as filed shall remain the same.

IN WITNESS WHEREOF, Declarant has duly executed this Amendment to Declaration this 10th day of November, 1977.

IHS thirteen Ltd.,
A Limited Partnership

By George L. Winans
George L. Winans, President,
International Housing
Systems, Inc., General
Partner

By George L. Winans
George L. Winans,
General Partner

THE STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared GEORGE L. WINANS, President of International Housing Systems, Inc., General Partner of IHS thirteen Ltd., a Limited Partnership, and acknowledged to me that he executed the foregoing instrument in his capacity as President of International Housing Systems, Inc., General Partner of IHS thirteen Ltd., a Limited Partnership and as the act of said corporation and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 10th day of November, 1977.

Sherry M. Robertson
Notary Public in and for
Dallas County, T E X A S

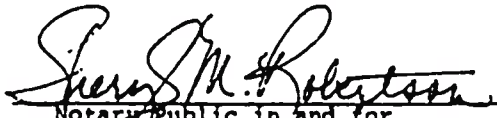
My Commission Expires:

3/26/78

THE STATE OF TEXAS S
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BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared GEORGE L. WINANS, a General Partner of IHS thirteen Ltd., a Limited Partnership, and known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of November, 1977.


Notary Public in and for
Dallas County, T E X A S

My Commission Expires:

3/26/78

THE PINES CONDOMINIUMS
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 53 PAGE 102

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was filed in the Public Records on the date and at the time indicated herein by this and was duly recorded in the Official Public Records of said County of Harris County, Texas on

NOV 15 1977




COUNTY CLERK,
HARRIS COUNTY, TEXAS