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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
DUN HUANG PLAZA
A Commercial Condominium Development in Harris County, Texas

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

FILM CODE 186051

STATE OF TEXAS }}
 }}
COUNTY OF HARRIS }}

DUN HUANG PLAZA - DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS

PREAMBLE

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REDUCTION 16X CAMERA DESIGNATION MRC

This Declaration is made on April 29, 2003, at Houston, Texas, by DUN HUANG, L.P., a Texas limited partnership, ("Declarant"), whose mailing address is 7171 Harwin Dr., Suite 103, Houston, Texas 77036.

RECITALS

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located in the City of Houston, County of Harris, State of Texas (the "Property"), more particularly described in Exhibit A, which is attached and incorporated by reference and known by official plat designation as Dun Huang Plaza, a Commercial Condominium Development to be recorded at later date in the official Public Records of Real Property in Harris County, Texas.
2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (TUCA), which is codified in Chapter 82 of the Property Code.
3. Declarant intends and desires to establish by this Declaration a plan of ownership for the Property, which ownership shall be "condominium" ownership as defined and provided for by TUCA.
4. Said plan of condominium ownership shall consist of no more than eighty (80) commercial retail, restaurant, and office units.
5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units. The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners, as more particularly set forth herein. The formal name of the Association, which is a Texas non-profit corporation, is Dun Huang Plaza Association, Inc., a unit owner's association.
6. The Units and other areas of the Project are more particularly described in Exhibit B, which is attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project, which is also more particularly described herein. Exhibit C sets forth the allocation to each Unit of (a) a fraction or percentage of undivided interests in the common elements of the condominium, (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein.



7. The Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

8. NOW, THEREFORE, in order to carry out a uniform plan for the improvement, development, maintenance, sale and use of the properties within the Property as herein defined, it is hereby declared that all of the properties within the Property shall be held, sold and conveyed subject to the following covenants conditions, restrictions, easements, charges and liens (sometimes herein collectively referred to as "covenants and restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said properties. These covenants and restrictions shall run with said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, predecessors, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1 DEFINITIONS

.01. Articles mean the Articles of Incorporation of the Association that are or shall be filed in the office of the Secretary of State of the State of Texas.

.02. Association means Dun Huang Plaza Association Inc., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Property, the membership of which consists of all of the Owners in the Property.

.03. Board means the Board of Directors of the Association.

.04. Building(s) means the eight (8) building sites designated on the site plan attached as Exhibit B" and further identified as Building "A" which contains 9,464 square feet of floor area, Building B1", Building "B2", Building "B3", Building "B4", Building "B5", and Building "B6", a total of six (6) Buildings, which shall contain no more than 7,910 square feet of floor area for each Building and Building "C" which shall contain no more than 15,180 square feet of floor area.

.05. By-Laws mean the By-Laws of the Association and amendments to the By-Laws that are or shall be adopted by the Board.

.06. Development Period shall refer to either the Development Period of Phase I of the Property or the Development Period of Phase II of the Property. The Development Period of Phase I of the Property shall mean the period of time beginning on the date hereof and ending on the opening to the public of business in Building A, B, C. Development Period of Phase II of the Property shall



mean earlier of five (5) years from the date of recordation of this instrument or such time as Phase II has been removed from the Property.

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1.07. Common Elements mean all elements of the Property except the separately owned units, and includes both General Common Elements and Limited Common Elements.

COUNTY OF
HARRIS COUNTY

1.08. Declarant means DUN HUANG, L.P., a Texas limited partnership, and its successors and assigns.

1.09. Declaration means this Declaration document and all that it contains.

1.10. General Common Elements mean all the Common Elements except the Limited Common Elements depicted on the Site Plan. The General Common Elements include but are not limited to all parking areas, driveways, alleyways, loading ramps, sidewalks, landscaped areas, and means of ingress and egress to and from the Property, easements for sanitary, storm sewers, water lines, telephones and the like, except as otherwise provided herein.

1.11. Governing Instruments mean the Declaration, and the Articles of Incorporation and By-Laws of the Association.

1.12. Lot shall mean a designated site in the blueprint of each building, either described by metes and bounds or by reference to a Plat, for the construction and operation of an individually owned commercial retail or office facility. Declarant shall convey fee simple title to each Lot to the Owner acquiring same, together with an undivided interest in and to the General and Limited Common Elements of the Property.

1.13. Limited Common Elements mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units.

1.14. Manager means the person or entity, if any, appointed by the Board to manage the Property.

1.15. Owner(s) means any person, including Declarant, who owns a Unit within the Property and shall also include a tenant or subtenant of Owner that has, pursuant to a written instrument, the rights of the Owner under this Declaration.

1.16. Majority Vote means agreement by not less than fifty-one (51) percent of the percentage vote cast on any matter placed before the Owners for a vote.

1.17. Plot shall mean the map or plat of the Property.

1.18. Person means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

1.19. Property shall refer to Dun Huang Plaza, a Commercial Condominium Development, which is located near the southeast intersection of Bellaire Boulevard and Beltway 8 in Houston, Harris County, Texas, described in Exhibit "B" attached hereto, and known as 9885 Bellaire Boulevard, Houston, Texas 77036 and containing up to eight (8) Buildings depicted on the Site Plan along with all improvements and structures on the Property, and all easements, rights, and appurtenance;



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belonging to the Property that are divided or are to be divided into Units to be owned and operated as a unified development. The word "Property" or "Development" may be used interchangeably herein.

1.20. Percentage Interest means the pro rata share of ownership, being the total number of square footage of ground floor building area owned by each Owner divided by the aggregate square footage of the ground floor building area of the entire Development. Prior to final development of the Property, for purposes of this Declaration, the total ground floor building area of the Property is deemed to be 72,104 square feet. After completion of construction of a Building, the pro rata ownership and relative voting power shall be adjusted to reflect the actual ground floor building of such Building. The initial percentage interest assigned to each Unit or Building is attached hereto as Exhibit "C".

1.21. Rules mean and refer to the Rules and Regulations for the Property adopted by the Board pursuant to this Declaration.

1.22. Unit means a physical portion of the Property designated for separate ownership and occupancy, and has the same meaning as and may be used interchangeably with "Lot."

ARTICLE 2 THE PROPERTY

2.01. Property Subject to Declaration. All the real property described in Exhibit "A" to this Declaration, including the land; all improvements and structures on the Property; and all easements, rights, and appurtenances belonging to the Property (collectively referred to as the "Property") shall be subject to this Declaration.

2.02. Exclusive Ownership and Possession. Each Owner shall have fee simple to the Owner's Unit, whose Unit description includes the real property situated beneath the Owner's Lot and sidewalk as designated by the Plat, subject to permitted exceptions, and is entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit subject to the applicable restrictions set forth herein, and the By-Laws, rules and regulations established by the Association.

2.03. Common Elements. Each Owner shall be entitled to an undivided interest in the Common Elements based on their respective Percentage Interest. The Percentage Interest of each Owner in the Common Elements shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amendment to this Declaration. The Percentage Interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached upon.



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2.04. Limited Common Elements. The Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Owners of the Units to which they are appurtenant and shall include, without limitation, the driveways and sidewalks attached to the Buildings and the truck wells, loading docks and receiving areas serving the Buildings.

2.05. Partition of Common Elements. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership except as herein provided, in any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgages must be obtained.

2.06. Nonexclusive Easements. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress and support over and through the General Common Elements. Each Owner, its guests, tenants, licensees and invitees shall have a nonexclusive easement for ingress, egress and support over and across the privately owned sidewalk areas of each Unit. No Unit Owner may obstruct or block access to its privately owned sidewalk area, unless for outside dining which said use must be approved by the Association. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to perform its obligations under this Declaration.

2.07. Other Easements.

(a) Declarant hereby establishes a non-exclusive easement over the Common Elements in favor of each Unit to permit the construction, maintenance and use of all apparatus necessary to provide utility services to a Unit, including telephone, electricity, water, cable, natural gas and storm and sanitary sewer, provided that same are constructed underground and in a manner necessary to minimize interference with the use of the affected portion of the Common Elements. Any disruption to a servient Unit by reason of the use of this easement shall be kept to a minimum and such area forthwith shall be promptly restored by the Owner of the dominant Unit to its original condition at no expense to the Owner of the servient Unit. The Owner of the dominant Unit shall have no right to ever block the front or rear entrance to a servient Unit during such servient Unit's normal business hours. The areas so designated on the Site Plan shall be utilized for customer and employee parking.

(b) Declarant hereby establishes a non-exclusive easement over the Common Elements for vehicular and pedestrian ingress, egress and parking. No parking area shall be used as storage area for vehicles, boats, materials, equipment or other personal property.

(c) Declarant hereby establishes a non-exclusive easement over the Common Elements in favor of each Unit to permit the construction, use and maintenance of the pylon signs at locations designated on the Site Plan, and in no other locations, including any electrical lines required to illuminate tie signs, provided that all lines are constructed underground. The right to regulate panel signage is reserved to the Association, which may promulgate such guidelines as it deems necessary to maintain a uniform appearance compatible with a first class retail center.

2.08. Easements for Construction and Encroachments.

(a) Declarant hereby establishes a non-exclusive easement over each Unit in a Building in favor of the other Units in the same Building to permit the temporary occupation of the servient



Unit in order to facilitate the construction or maintenance of the improvements on the dominant Unit, provided that the use of this easement shall be kept to a minimum and shall not unreasonably interfere with the construction or operation of the improvements, including, without limitation, traffic flow, on the servient Unit, and further provided that this easement shall not permit the storage of materials or equipment on the servient Unit.

(b) Declarant hereby further establishes a non-exclusive easement over each Unit in a Building in favor of the other Units in the same Building to permit any encroachment of building Improvements from a Unit onto an adjacent Unit, provided that no such encroachment can exceed the width of six inches (6") and no foundation encroachment can exceed two linear feet (2') in width. The foregoing shall not permit any encroachment into any of the internal drives located on the other Units as shown on the Site Plan. If a proposed encroachment by any building improvements on the dominant Unit would require reconstruction of improvements on the servient Unit, the Owner of the dominant Unit must obtain the approval of the Owner of the servient Unit of all plans and specifications covering such encroachment and reconstruction, which approval shall not be unreasonably withheld or delayed, prior to commencement of construction of any building improvements on the dominant Unit. The Owner of the dominant Unit, at its expense, shall be responsible for any reconstruction, including structural reinforcement, of the building Improvements on the servient Unit(s) required by such an encroachment. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

2.09. Party Wall. All common walls between the Units shall be used as a party wall, except as otherwise provided herein. The party wall shall be constructed by the first party desiring to construct improvements on its Unit, in accordance with plans, specifications, and reasonable cost to be approved by the Owner of the adjacent Unit. The Owner of the benefited Unit shall reimburse the constructing party for fifty percent (50%) of the concrete and other material necessary for constructing a party wall and the cost of the foundation necessary for a party wall attachment based on the actual linear footage of the party wall shared by the adjacent Unit within thirty (30) days of such benefited Owner's receipt of proof of payment of such cost by the constructing party. No Owner shall take any action which would weaken or place any additional load upon the party wall, except as provided in the approved plans and specifications. Subject in all cases to applicable insurance coverage, if it shall become necessary or desirable to repair or rebuild a whole or any portion of a party wall, the expense of repairing or rebuilding shall be borne equally by the Owners as to so much and such portion of the party wall as the Owners may at the time of rebuilding or repairing be using in common for the purpose aforesaid, except (a) in the case where such repairing or rebuilding is the result of the willful or negligent act or omission of an Owner or its tenants, licensees or occupants, the entire cost thereof shall be borne by said Owner and its tenants, licensees or occupants, as applicable, and (b) in the case that an Owner's building improvements are damaged and are not to be restored, in which event the restoring Owner may construct a wall to bear the load of its building improvements only, and the entire cost thereof shall be borne by such restoring Owner subject to its rights to recover from the Owner responsible for the damage. The foregoing division of costs for repair or restoration shall not alter or affect applicable insurance coverage, and each Owner's obligations hereunder shall be reduced by proceeds of such coverage collected and applied to such costs. In the event that the adjacent Owners are unable to agree upon the plans and



specifications for such common wall, this easement shall terminate, and in lieu thereof shall be substituted an appurtenant easement for foundation footer and minor wall encroachment, provided that such building encroachment does not exceed six inches (6") and any foundation encroachment does not exceed two linear feet (2') in width. The cost of any necessary structural reinforcement necessitated by reason of an encroachment shall be borne by the dominant Owner.

2.10. Indemnity. The Owner of the dominant Unit shall indemnify and hold harmless the other Owners and their respective tenants, licensees or occupants from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of its use of any of the easements established in this Article 2.

2.11. No Dedication. Nothing herein shall create a gift or dedication of any portion of the Property to the general public. Notwithstanding any other provision hereof to the contrary, each Owner periodically may restrict ingress and egress on its Unit in order to prevent a prescriptive easement from arising by continued public use of same. Any restriction on ingress and egress shall be limited to the minimum time period necessary to prevent the creation of a prescriptive easement and shall occur at such times as to have minimum effect on the construction or operation of the Property.

2.12. Partition. It is contemplated that the construction of the Property will occur in two (2) phases with Buildings A, B1, B2, B3, B4, B5, B6 and C (Phase I) being constructed first and Buildings D, E, F and G (Phase II) to be constructed at some future date.

(a) In connection with the development of the Property, Declarant is obtaining financing from MetroBank, N.A., (hereinafter "Construction Lender"). The Construction Lender will obtain a first lien Deed of Trust encumbering the Exhibit "A" property, securing the performance of Declarant, its heirs, successors and/or assigns in its obligations to Construction Lender. It is expressly agreed and understood that in the event of a default thereunder, and foreclosure of Construction Lender's Deed of Trust, that these Covenants, Conditions and Restrictions are expressly subordinate and inferior to the Deed of Trust of Construction Lender AS TO PHASE I ONLY and Construction Lender, its heirs, successors and assigns shall not be bound or benefited by any provisions contained herein or any implied restrictions or easements which might arise by law as to any portion of PHASE I, except each Owner of Phase I shall continue to have a non-exclusive easement over, on, to and across the driveway running from Building in Phase I to Buildings in Phase II to Bellaire and Corporate Drive, as depicted on the Site Plan, shown in Exhibit "B-5" hereof to permit unobstructed pedestrian and vehicular passage, including without limitation, semi-trailers or similar freight hauling vehicles by the Owners of Phase I and their tenants, sub-lessees and occupants of Phase I and all customers, employees, agents, contractors and other business invitees of such tenants, sub-lessees and occupants (herein, the "Permanent Easement Construction Lender, by executing this Declaration ratifies and affirms the foregoing as well as the terms, provisions, covenants, conditions and restrictions contained herein as to Phase I. Except as otherwise provided herein, Declarant expressly agrees that all liens and encumbrances affecting Phase I and Phase II which are created on or after the date hereof shall be, and shall be made, expressly junior and subordinate to the right created herein.

(b) On demand by the Construction Lender, Declarant shall take all such action necessary to partition the Property into Phases I and II; Declarant shall bear all costs of such partition.

2.13 Construction of Phase II. Subject only to Construction Lender's superior lien rights in the event of default and foreclosure as set forth in subsection 2.12 hereinabove, Declarant shall use reasonable diligence to construct Buildings D, E, F and G substantially in accordance to the Site Plan and the



building elevations attached hereto as Exhibits "A" and "A1" and to construct and landscape the remaining Common Area as set forth in the Site Plan.

**ARTICLE 3
UNIT OWNERS ASSOCIATION**

3.01. Association. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name The Dun Huang Plaza Condominiums Association, Inc., is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Articles of Incorporation and By-Laws.

3.02. Membership. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Property. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

3.03. Voting rights. Voting shall be on a percentage basis based on each Owner's Percentage Interest. If a Unit has more than one Owner, the Percentage Interest assigned to the Unit shall be cast as a single vote on any matter to be voted upon by the Owners of such Unit in accordance with the agreement of such Owners, absent which the simple majority in number of such Owners shall control the vote assigned to such Unit. No vote splitting shall be permitted without regard to whether a Unit is owned by a single Owner or multiple Owners.

3.04. Membership Meetings. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the By-Laws.

3.05. General Powers and Authority. The Association shall have all of the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.

(b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property, including reasonable rules regarding construction activities at the Property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.

(d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties subject to the following limitations:



- (i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.
- (ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.
- (iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.
- (iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

(e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

(f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

3.06. Board of Directors and Officers of the Association. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the By-Laws of the Association. The Board shall elect officers, who shall include a President, Vice President, Treasurer, Secretary, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the By-Laws of the Association.

3.07. Duties of the Association. In addition to the duties delegated to the Association or its agents and employee elsewhere in these Governing Instruments, the Association shall be responsible for the following:

- (a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.
- (b) Acquisition of and payment from the maintenance fund for the following:
 - (i) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units, except the funds required with respect to any elevator shall be paid solely by the Unit Owners of the building in which such elevator is located. Structural repairs to buildings shall be made by the Association but the costs for such repairs shall be



payable solely by the Owners of the Units located within the buildings requiring repairs. Structural repairs shall be limited to repairs to the roof membrane, foundation and load bearing walls.

(ii) A policy or policies of fire and casualty insurance with extended coverage endorsement for the full insurable replacement value of the Units and Common Elements payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgages, as their respective interests may appear. For the purposes of this subsection, the term "full insurable replacement value of the Units" shall include the cost of replacing the foundation, demising walls of each Unit, the roof and structural elements supporting the roof, and utility lines (water, sewer, natural gas and electricity) delivered to an entry point into or immediately outside of each Unit and ready for connection to the appropriate meter. All other improvements shall be insured at the sole and separate cost of the Owner of each Unit.

(iii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Common Elements. Limits of liability under such insurance shall not be less than \$1,000,000.00 for any one person injured, \$1,000,000.00 for any one accident, and \$1,000,000.00 for property damage. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser amounts than those set forth in this Paragraph. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement, in which the rights of named insureds under the policy or policies shall not be prejudiced as respect to his, her, or their action against another named insured.

(iv) Workers' compensation insurance for the Association to the extent necessary to comply with any applicable laws.

(v) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.

(vi) Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.

(c) Preparation and distribution, on a regular basis, of financial statements to the Owners in accordance with the following:

(i) A pro forma operating statement for each fiscal year shall be distributed not less than thirty (30) days before the beginning of the fiscal year.

(ii) A balance sheet, as of an accounting date that is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Unit, and an operating statement for the period from the date of the first closing to the accounting date shall be distributed within sixty (60) days after the accounting date. This operating statement



shall include a schedule of assessments received and receivable identified by the numbers of the Units and the names of the persons assessed.

(iii) A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year shall be distributed within ninety (90) days after the close of the fiscal year.

(d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures.

(i) Financial records with an account of the receipts and expenditures affecting the Property and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Property.

(ii) Minutes of proceedings of Owners, Board of Directors, and Committees to which any authority of the Board of Directors has been delegated.

(iii) Record of the names and addresses of all Owners with voting rights.

(iv) Plans and specifications used to construct the Property.

(v) Voting records, proxies, and correspondence relating to declaration amendments.

(e) Establish aesthetic control guidelines for shop, storefront, restaurant or office displays visible from the common area, including but not limited to identity signage, the display of logos, trademarks, or affiliations. These aesthetic control guidelines shall include but not be limited to the regulation of the size, style, type, location, duration of any such display, and may provide that all such displays for the Development be uniform in appearance.

3.08. Development Period. During the Development Period, Directors shall be elected as provided in the By-Laws.

3.09. Powers of Board of Directors. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:

(a) Enforcement of the applicable provisions of this Declaration, the By-Laws, and any Rules of the Association.

(b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.

(c) Contracting for casualty, liability, and other insurance on behalf of the Association.

(d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.



(e) Delegation of its powers to such committees, officers, or employees of the Association as is expressly authorized by the Governing Instruments.

(f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.

(g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.

(h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.

(i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

3.10. Limitations on Powers of Board of Directors. Notwithstanding the powers set forth in Paragraph 3.09 or elsewhere in this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a Majority Vote of the Owners:

(a) Entering into (i) a contract with a third person under which the third person will furnish goods or service for a term longer than one year; (ii) a contract with a public utility if the rates charged are not regulated by the Public Utilities Commission; or (iii) prepaid casualty and/or liability insurance of more than three (3) years' duration.

(b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five (5) percent of the budgeted ordinary (non-capital) expenses of the Association for that fiscal year.

(c) Selling during any fiscal year, property of the Association having an aggregate fair market value in excess of five (5) percent of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business; provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

(e) Adopt or amend the Declaration, Articles of Incorporation or By-Laws.

3.11. Architectural Control Committee. The Committee, pursuant to the By-Laws of the Association, an Architectural Control Committee (the "Committee") may be established to supervise and monitor the design, construction, and improvement of the properties of the Owners. It shall be the jurisdiction of the Committee to accept and rule upon applications for approval of all such activities.



(a) **General Standards.** Committee decisions shall be based upon consistency with the Property uniform contemporary Oriental style, appearance, and quality, as well as such other standards and considerations as the Committee may deem appropriate.

(b) **Minimum Standards.** To assist in the design process, the Association may promulgate certain "Minimum Standards for Construction Work."

(c) **Prior Written Approval Required.** All improvements to the property, whenever undertaken, are subject to prior written approval of the Committee which consent shall not be unreasonably withheld. In particular (but without limitation) no design, construction, signage, window treatments, decks, fencing, antennas, satellite dishes, or other such improvements may be installed or implemented without prior written consent of the Committee. Alleged compliance with the Minimum Standards for Construction Work is not a substitute for obtaining such approval.

(d) **Association May Act.** Non-conforming items or items for which prior approval was not obtained as required may be removed by the Association without notice at the Owner's expense.

(e) **Legal and Regulatory Compliance.** All construction and improvements shall be in compliance with applicable codes, laws, and regulations.

ARTICLE 4 ASSESSMENTS

4.01. **Covenant to Pay.** The Declarant covenants and agrees for each Unit owned by it in the Property, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declarations. All moneys collected shall be put into a maintenance fund to pay the costs and expenses of the Association. No Owner may waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

4.02. **Regular Assessments.** Regular assessments shall be made in accordance with the following. Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to each Owner's Percentage Interest. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.

4.03. **Special Assessments.** Special assessments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

4.04. **Limitations on Assessments.** The Board may not, without the approval of a Majority Vote residing in Owners other than Declarant, impose a regular annual assessment per Unit that is more than twenty (20) percent greater than the regular annual assessment for the preceding year, or levy



special assessments that in the aggregate exceed twenty (20) percent of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of the Association's Governing Instruments.

4.05 Commencement of Assessments for Phase I. Each Owner in Phase I will be responsible for assessment accruing after the date such Owner takes title to its Unit. On the sale or conveyance of any Unit, the Association may charge and collect a proration for assessments due through the month of closing and two months of assessments in advance. No Owner shall be personally responsible for assessments due prior to its acquisition of a Unit, although this provision shall not relieve the Unit from any lien for unpaid assessments.

4.06 Commencement of Assessments for Phase II. Except as set forth elsewhere in this Declaration, regular assessments for a Building in Phase II shall commence when improvements related to such Building are available for occupancy. Until such time as regular assessments for a Building commence, the Owner of such Building shall, at its sole cost and expense, maintain and insure its Property in accordance with the requirements of this Declaration. In the event an Owner fails to do so, the Association shall have the right, following written notice to such Owner and thirty (30) days opportunity to cure such failure, to incur such expenses, invoice defaulting Owner for such expenses and collect such expenses in the manner provided herein for delinquent assessments.

4.07. Liability for Assessments. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

4.08. Payment of Assessments on Conveyance of Unit. On the sale or conveyance of a Unit, all unpaid assessments against an Owner for the Owner's share of assessments under this Declaration shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.

(b) Amounts due under mortgage instruments duly recorded.

4.09. Lien and foreclosure for Delinquent Assessments. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any of such liens.

4.10. Subordination to Lien holder. All such assessments shall be subordinate and inferior to (i) a first purchase money, mortgage or deed of trust covering a Lot, regardless of when filed or (ii) any lien for work and materials used in constructing improvements thereon if such lien for improvements is duly recorded before the date sums assessed pursuant to the Declaration became due, and only to the extent of sum unpaid under such liens or encumbrances.



4.11. **Effect of Sale on Association Lien.** A lien for a common expense assessment shall not be affected by the sale or transfer of the estate in a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit owner from paying any further assessment.

4.12. **Remedies for Nonpayment.** The Association shall have the right to discipline Owners for failure to pay assessments levied by the Association under this Article, under any other Article of the Declaration, under any of the project documents, including expenses made or liabilities incurred by the Association, and also including any Owner's required payments or obligations to reserve accounts. Such discipline may be by suspension of the violator's voting rights or privileges for the use of the Common Elements, or by imposition of monetary penalties, provided that any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

**ARTICLE 5
RESTRICTIONS AND COVENANTS**

5.01. **General Restrictions on Use.** The right of an Owner and the Owner's tenants, subtenants, guests, invitees or licensees to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

(a) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used for any purpose other than as a retail business, restaurant, or office space. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit or any portion thereof, subject to the Association's Governing Instruments and Rules.

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

(c) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.

(d) There shall be no violation of the Rules adopted by the Board and furnished to the Owners pertaining to the use of the Common Elements. The Board is authorized to, from time to time, adopt and amend such Rules in accordance with the terms hereof.

(e) **General Restrictions.** All Units within the Property shall be used for retail, restaurant and/or office purposes only. Additional restrictions are found in rules and regulations as determined by the Association.

(f) **Legal and Regulatory Compliance.** No Owner may operate a business upon its property without first securing any required governmental or regulatory licenses and permits to engage in same. The property shall at all times comply with the applicable ordinances regarding parking spaces. In addition to the foregoing, all operations on the Property shall meet all applicable laws, rules or regulations (without a variance) governing or relating to parking accommodations.

(g) **Specific Prohibitions.**



(i) Declaration of Restrictions filed in the Real Property Records of Harris County, Texas, under Film No. S618339 states the following restriction. "The Property may not be used for any commercial banking purposes, including, without limitation, banks, savings and loans, or credit unions and branch offices of any thereof. This use restriction is intended to prohibit the operation of full service banks upon the Property and is not intended to prohibit the use of the Property by an enterprise whose primary business is not commercial banking, but which has a banking component as an ancillary business (such as, by way of example and not limitation, a grocery store or convenience store which contains an ATM machine or a stock brokerage business which provides related banking services)."

(ii) Declaration of Restrictions filed in the Real Property Records of Harris County, Texas, under Film No. S618339 states the following restriction. "No building shall be constructed upon the Subject Property which exceeds three (3) stories in height."

(iii) The Plaza described herein shall not be utilized for the following businesses: new and/or used automobile sales, car tire store, gas station, hotel or motel, funeral home, or any adult entertainment business, such as topless or nude bar or club, adult bookstore, or massage parlor.

(h) Storefront Area. No Owner may place or erect any temporary or permanent fixture or improvement (including tables, displays, signs, and the like) without prior written permission of the Association.

5.02. Food and Beverages. Owner may not distribute food or beverages outside of its property without the prior written consent of the Association.

5.03. Maintenance. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to the Owner's Unit.

5.04. Damage Liability. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, employees, contractors, licensees, guests, or tenants.

5.05. Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but not limited to, maintaining Unit as leasing office, placing advertising signs on Property, and generally making use of the Lots and Common Elements as is reasonably necessary to carry on construction activity.

5.06. Owner's Rights and Duties. Each Owner shall be subject to the rights and duties assigned to Owners in this Declaration and in all other project documents. When there are unsold Units in the project, Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.



5.07. All Leases To Be In Writing. Any lease or rental agreement shall be in writing and shall be subject to the requirements of this Declaration, other Project documents including the By-Laws, and to properly authorized decisions by the Association.

**ARTICLE 6
DAMAGE OR DESTRUCTION**

6.01. Application of Insurance Proceeds.

(a) If the Property is damaged by fire or any other disaster, the insurance proceeds, as provided in Paragraph 6.01(b) of this Declaration, shall be applied to reconstruct the Property.

(b) Reconstruction of a Building shall be not compulsory if such Building is deemed to be completely destroyed by a casualty and at least eighty (80) percent of the Percentage Interests, including the vote of every Owner within such Building that is not to be rebuilt or repaired, is cast not to rebuild. If the Owners so vote not to rebuild the destroyed Building, the Association shall cause the Units in such destroyed Building, including their respective Percentage Interests in the Common Elements, to be purchased from their respective Owners at fair market value as of the time immediately preceding the casualty. In order to fund the purchase of the destroyed Units, the Association shall, unless otherwise determined by the remaining Owners, (1) recalculate the Percentage interest to be located among the remaining Units based on the reduced ground floor building area of the remaining Units, (2) after taking into consideration funds available to the Association, including insurance proceeds, and utilizing the aforementioned recalculated Percentage interest, collect a special assessment from each of the remaining Owners in an amount adequate to cover the purchase, and (3) use reasonable efforts and diligence to consummate the purchase of the destroyed Units within ninety (90) days after the casualty date. After the purchase of the destroyed Units is completed, the Association shall cause an amendment to the Declaration to be recorded evidencing the recalculated Percentage Interests allocated among the remaining Units. Unless otherwise determined by a Majority Vote of the Owners, the acquired property shall be cleared of debris, landscaped, and become part of the Common Elements.

6.02. Insufficient insurance Proceeds. When reconstruction is required by the terms of Article 6.01 of this Declaration, but the insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds and reserves shall be a common expense that is subject to the Association's lien rights.

6.03. Obtaining Bids for Reconstruction. If the Property is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Property in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided by this Article 6.03. At such meeting, the Owners may, by a Majority Vote of the votes present, which must include a simple majority vote of the Owners of each Building present, elect to reject all of the bids or, by not less than simple majority vote of the votes present, elect to reject all the bids requiring amounts more than five hundred dollars (\$500) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the un-rejected bid it considers most favorable.

OFFICE OF
BEVERLY B. KAI
COUNTY CLERK, HARRIS
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DUN HUANG PLAZA -
OF COVENANTS, C
RESTRICTIONS, ANI
THIS IS PAGE 5 OF
REDUCTION 16X CAMERA



**ARTICLE 7
RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST**

grant warrants that beneficiaries under deeds of trust to Units in the Property shall be entitled to following rights and guaranties:

(a) Should any of the Association's Governing Instruments provide for a "right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to the following:

(i) To exercise the power of sale, foreclose, or take title to a Unit pursuant to the remedies provided in the deed of trust.

(ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.

(iii) To interfere with a subsequent sale or lease of a Unit so acquired by the beneficiary.

(b) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.

(c) Any beneficiary under a first deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

(d) Unless at least seventy-five percent (75%) of the beneficiaries under first deeds of trust (based on Percentage Interest assigned to the Units so secured), and Owners other than the grantor give their prior written approval, the Association shall not be entitled to the following:

(i) By act or omission, to seek to abandon or terminate the Property.

(ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:

(A) Levying assessments or charges.

(B) Allocating distributions of hazard insurance proceeds or condemnation awards.

(C) Determining the pro rata share or ownership of each Unit in the Common Elements and in the improvements in the Common Elements.

(iii) To partition or subdivide any Unit.

BY _____
COUNTY CLERK

ASSOCIATION
BY _____
SECRETARY

PAGES _____
NATION MGRG



(iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

(v) In case of loss to a Unit and/or Common Elements of the Property, to use hazard insurance proceeds for losses to any Property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

(e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Property as a whole.

(f) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to a Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

(g) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8 GENERAL PROVISIONS

8.01. Amendment.

(a) This Declaration or the Articles may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of Majority Vote which must include a simple majority vote of the Owners of each Building.

(b) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective, as to the Declaration, on filing in the office of the county clerk of Harris County, Texas, and as to the Articles, upon filing with the Texas Secretary of State.

8.02. Nonwaiver of Remedies. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

8.03. Severability. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.



8.04. **Binding.** This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

8.05. **Interpretation.** The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Property. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

8.06. **Limitation of Liability.** The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

8.07. **Notices.**

(a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given with when delivered personally at the appropriate address set forth in Article 8.07(b) of this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 8.07(b) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Property. Notice to the Association shall be addressed to the address designated by the Association by written notice to all Owners. Notices to the Manager shall be addressed to the address designated by the Manager. Notices to Declarant shall be addressed to 7171 Harwin Dr., Suite 103, Houston, Texas 77036.

8.08. **Number, Gender, and Headings.** As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

DUN HUANG, L.P. a Texas limited partnership
By: DUN HUANG I, INC. a Texas Corporation,
as its Sole General Partner

Kuo Lung Chien
Kuo Lung Chien, Vice President

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Kuo Lung Chien, Vice President of Dun Huang I, Inc., general partner of Dun Huang, L.P. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that execution of the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this 29 day of April, 2003



Sherie Derra Hutchins
Notary Public in and For the State of Texas

EXHIBIT "A"

A 5.4238 ACRE (236,262 SQUARE FEET) TRACT OF LAND BEING THAT SAME CALLED 5.4238 ACRE TRACT CONVEYED TO ASSET GLORY HOLDING, LTD., RECORDED IN HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) U201684, OUT OF UNRESTRICTED RESERVE "D", BLOCK 4, OF WESTWOOD CENTER, SECTION THREE, A SUBDIVISION RECORDED IN VOLUME 243, PAGE 89 OF THE HARRIS COUNTY MAP RECORDS, LOCATED IN THE DAVID HANSON SURVEY, ABSTRACT 381, CITY OF HOUSTON, HARRIS COUNTY, TEXAS.

COMMENCING: At a found TxDOT monument, the southerly cutback corner of the intersection of the east line of Beltway 8, right of way (R.O.W.) varies and the south line of Bellaire Boulevard, 120-foot R.O.W. and being the most westerly northwest corner of a 1.6070 acre tract conveyed to Chevron USA, Inc. as recorded in H.C.C.F. NO. S044063;

THENCE: North 41 deg 24 min 35 sec East, along said cutback corner, a distance of 51.81 feet, to a found TxDOT monument, in the south line of Bellaire Boulevard;

THENCE: Continuing along the common line being the south line of Bellaire Boulevard and the north line of said 1.6070 acre tract, North 79 deg 17 min 00 sec East, a distance of 32.68 feet, to a found TxDOT monument;

THENCE: Continuing along said common line, North 84 deg 48 min 32 sec East, a distance of 133.42 feet, to a found TxDOT monument;

THENCE: Continuing along said common line, North 79 deg 16 min 39 sec East, a distance of 62.22 feet, to a found 5/8-inch iron rod, a point for the northeast corner of said 1.6070 acre tract and the northwest corner of a 1.9732 acre tract conveyed to AFNB Property Group, L.L.C. recorded in H.C.C.F. NO. S618340;

THENCE: Along the common line being the south line of Bellaire Boulevard and the north line of said 1.9732 acre tract, North 79 deg 09 min 04 sec East, a distance of 38.30 feet, to a found TxDOT monument;

THENCE: Along said common line, North 84 deg 51 min 37 sec East, a distance of 261.70 feet to a set 5/8-inch iron rod with cap, the northeast corner of said 1.9732 acre tract, the POINT OF BEGINNING, and the northwest corner of the herein described tract;

THENCE: Continuing along the south line of Bellaire Boulevard, North 84 deg 51 min 37 sec East, a distance of 307.02 feet, to a found 5/8-inch iron rod with cap, the northwest corner of a called 5.440 acre tract conveyed to Perfect Shirt, Inc., recorded in H.C.C.F. NO. W013139, and the northeast corner of the herein described tract;

THENCE: Departing the south line of Bellaire Boulevard, South 02 deg 48 min 23 sec East, a distance of 801.56 feet to a found 5/8-inch iron rod with cap, the southeast corner of said 5.43 acre tract, a point in the north line of an 11.7942 acre tract conveyed to Alief Independent School District, recorded in H.C.C.F. NO. R799009, and the southeast corner of the herein described tract;

THENCE: Along the north line of said 11.7942 acre tract, South 87 deg 11 min 36 sec West, a distance of 294.74 feet, to a found 5/8-inch iron rod, the southeast corner of a 6.6109 acre tract conveyed to Harrods Beltway, LTD, recorded in H.C.C.F. NO. T258052, and the southwest corner of the herein described tract;

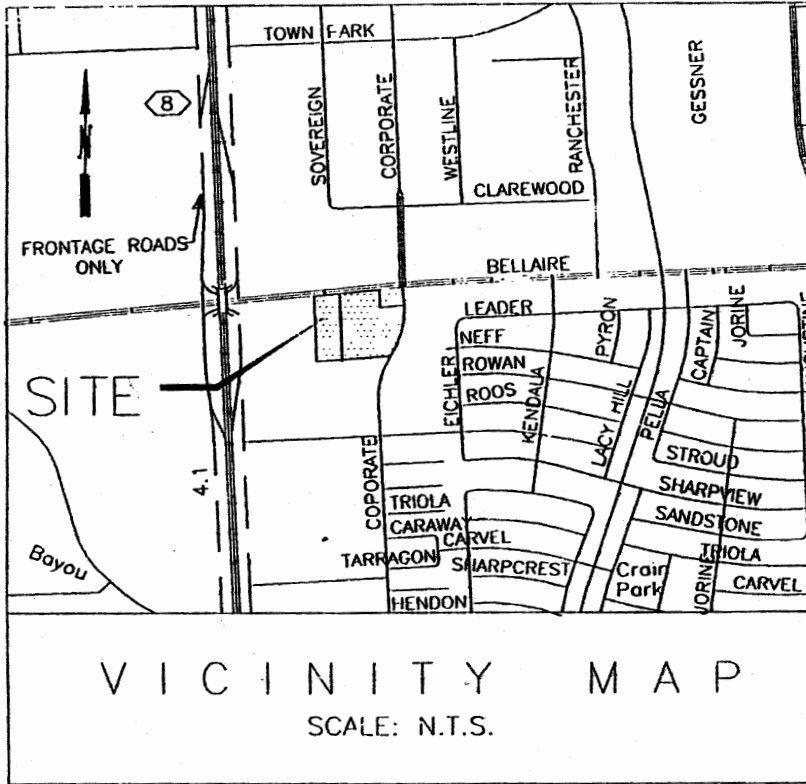
THENCE: North 02 deg 48 min 24 sec West, along the east line of said 6.6109 acre tract, being the west line of the herein described tract, a distance of 494.13 feet, to a found 5/8-inch iron rod, the northeast corner of said 6.6109 acre tract and the southeast corner of said 1.9732 acre tract, an angle point of the herein described tract;

THENCE: North 05 deg 08 min 23 sec West, along the east line of the previously mentioned 1.9732 acre tract, a distance of 295.18 feet, to the POINT OF BEGINNING and containing 5.4238 acres or 236,262 square feet of land, more or less.

Dun Huang, L.P., a Texas limited partnership



EXHIBIT
B



KEY MAP NO. 529-H

DUN HUANG PLAZA, HOUSTON, TEXAS



**EXHIBIT
B**

**OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS**

CONDOMINIUM RECORDS OF COUNTY CLERK

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**DUN HUANG PLAZA - DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS**

THIS IS PAGE 6 OF 7 PAGES

REDUCTION 1X CAMERA DESIGNATION MBG1

DEVELOPMENT SYNOPSIS

LAND AREA : 236,262 SF (5.4238 ACRES)
RETAIL FLOOR AREA : 60,220 SF
PROVIDE PARKING SPACE :
FULL SIZE : 182 CARS
COMPACT : 50 CARS
HANDICAPPED : 10 CARS

TOTAL : 242 CARS

PARKING RATIO : 4.02/1000
DENSITY : 25.49%

LANDSCAPE REQUIREMENT

STREET TREES: 307 LF/30LF = 10.3

PARKING LOT TREES: 213/10 = 21.3

SHRUBS: 10.3 X 10 = 103

PLANTS PROVIDED

12 LIVE OAKS (DIA. 6")

5 LIVE OAKS(EXISTING)+ 7 LIVE OAKS (DIA. 6")

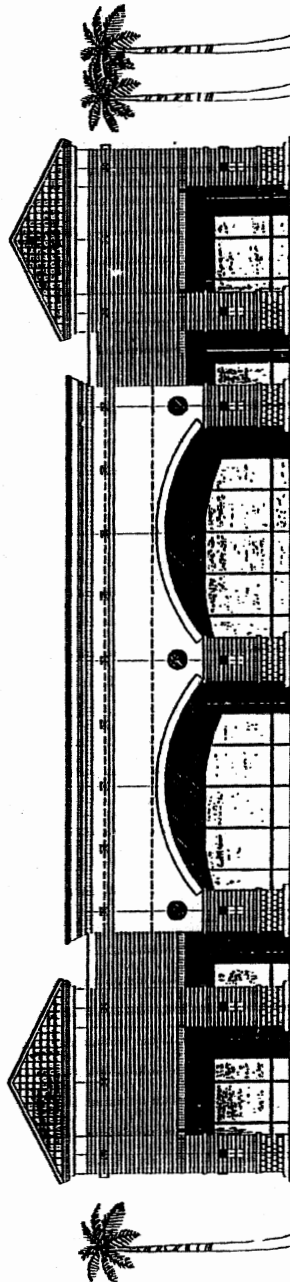
33 (LIVE OAKS DIA. 6")

120 (TEXAS SAGE)

DUN HUANG PLAZA



EXHIBIT
B



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

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DUN HUANG PLAZA - DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS

THIS IS PAGE 7 OF 7 PAGES
REDUCTION 16X CAMERA DESIGNATION MRG1

BUILDING "A" NORTH ELEVATION

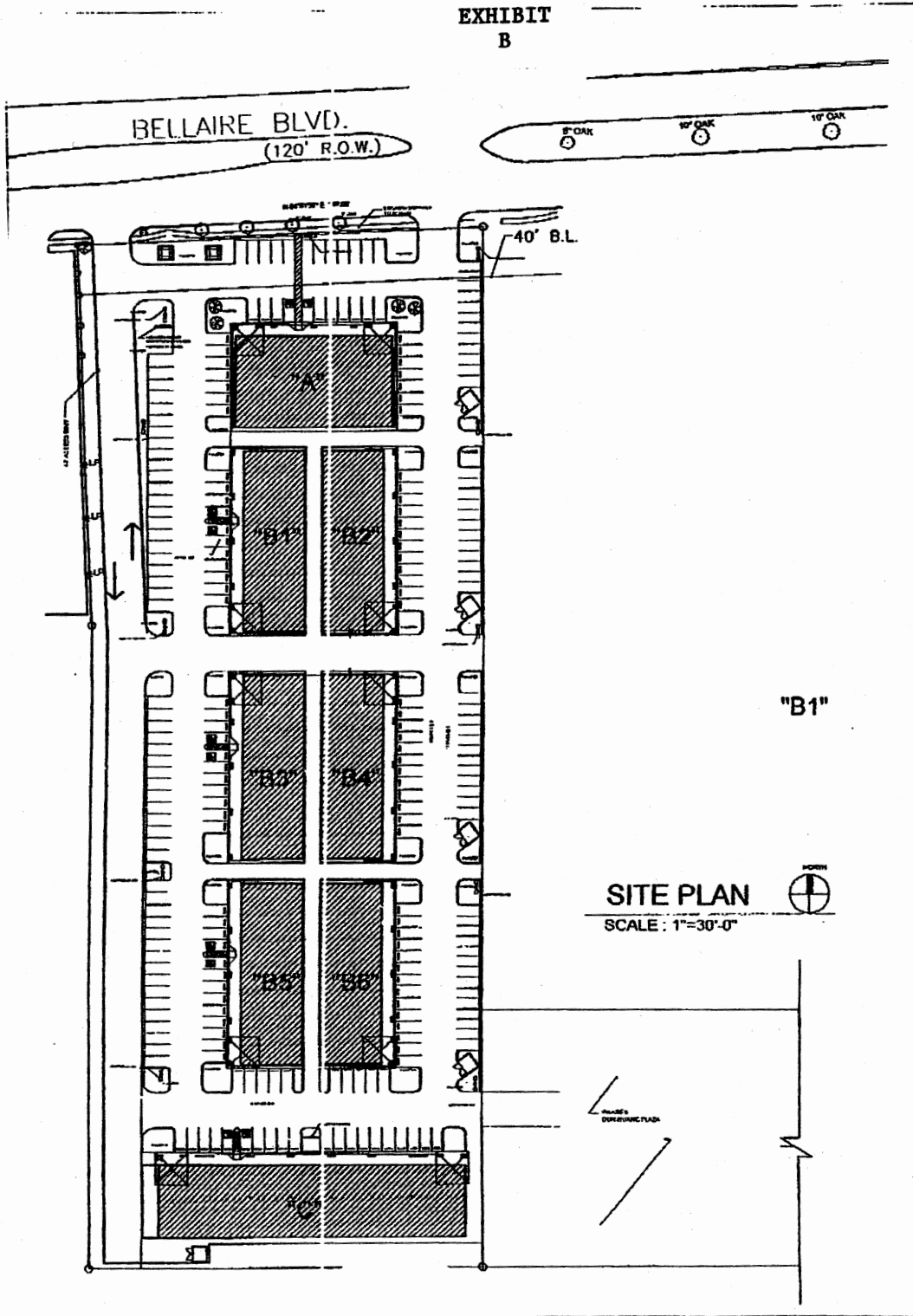
DUN HUANG PLAZA

HOUSTON TEXAS

WCA



EXHIBIT
B



INITIAL
[Signature]

EXHIBIT C

DUN HUANG PLAZA

**Percentage of Ownership
Interest in the Common Elements**

<u>Unit Number</u>	<u>Square Footage</u>	<u>% Ownership in Common Elements</u>	<u>No. of Votes</u>
Building A (4 Units)			
100	2400	3.3285	3,328.5
101	2332	3.2342	3,234.2
102	2332	3.2342	3,234.2
103	2400	3.3285	3,328.5
SUBTOTAL	9464	13.1254	13,125.4
Buildings B1/B2 (10 Units)			
105	1666.75	2.3116	2,311.6
106	1666.75	2.3116	2,311.6
107	1525.50	2.1157	2,115.7
108	1525.50	2.1157	2,115.7
109	1525.50	2.1157	2,115.7
110	1525.50	2.1157	2,115.7
111	1525.50	2.1157	2,115.7
112	1525.50	2.1157	2,115.7
113	1666.75	2.3116	2,311.6
114	1666.75	2.3116	2,311.6
SUBTOTAL	15,820	21.9406	21,940.6
EACH BUILDING	7910	10.9703	10,970.3
Buildings B3/B4 (10 Units)			
115	1666.75	2.3116	2,311.6
116	1666.75	2.3116	2,311.6
117	1525.50	2.1157	2,115.7
118	1525.50	2.1157	2,115.7
119	1525.50	2.1157	2,115.7
120	1525.50	2.1157	2,115.7
121	1525.50	2.1157	2,115.7
122	1525.50	2.1157	2,115.7
123	1666.75	2.3116	2,311.6
124	1666.75	2.3116	2,311.6
SUBTOTAL	15,820	21.9406	21,940.6
EACH BUILDING	7,910	10.9703	10,970.3

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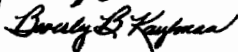
EXHIBIT C

Building B5/B6 (10 Units)			
125	1666.75	2.3116	2,311.6
126	1666.75	2.3116	2,311.6
127	1525.50	2.1157	2,115.7
128	1525.50	2.1157	2,115.7
129	1525.50	2.1157	2,115.7
130	1525.50	2.1157	2,115.7
131	1525.50	2.1157	2,115.7
132	1525.50	2.1157	2,115.7
133	1666.75	2.3116	2,311.6
134	1666.75	2.3116	2,311.6
SUBTOTAL	15,820	21.9406	21,940.6
EACH BUILDING	7910	10.9703	10,970.3
Building C (7 Units)			
135	2640	3.6614	3,661.4
136	1980	2.7460	2,746.0
137	1980	2.7460	2,746.0
138	1980	2.7460	2,746.0
139	1980	2.7460	2,746.0
140	1980	2.7460	2,746.0
141	2640	3.6614	3,661.4
SUBTOTAL	15,180	21.0528	21,052.8
TOTAL	72,104.00	100.00%	100,000 Votes

A total of 8 Buildings, 41 Units situate in the land of 236,262 Square Footage (5.4238 Acres) with a total of 261 parking spaces.

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

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

MAY 08 2003

 COUNTY CLERK
 HARRIS COUNTY, TEXAS



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

lal