

appurtenances thereto and the buildings and improvements erected or to be erected thereon, to the provisions of the Texas Uniform Condominium Act (Texas Property Code, Section 82.001 through 82.169), as it may be amended from time to time (the "Act"). In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable. Declarant further declares that all of the Real Estate shall be held or sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, uses, limitations, and obligations which are for the purpose of protecting the value and desirability of, and which shall run with, the Real Estate and be binding on all parties having any right, title, or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of each Unit Owner.

ARTICLE II. DEFINITIONS

When used in this Declaration, the words set forth below shall have the following meanings:

Section 2.1. Act. "Act" means the Texas Uniform Condominium Act (Chapter 82, Texas Property Code) as it presently exists and as may hereafter be amended.

Section 2.2. Allocated Interest. "Allocated Interest" means the undivided interest in the Common Elements, the Common Expenses Liability, and votes in the Association allocated to each Unit.

Section 2.3. Articles. "Articles" means the Articles of Incorporation of the Association filed with the Secretary of State of Texas, as amended from time to time.

Section 2.4. Association. "Association" shall mean Dun Huang Plaza Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2.5. Board. "Board" means the Board of Directors of Dun Huang Plaza Association, Inc.

Section 2.6. Budget. "Budget" shall mean a written itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration and prepared pursuant to Article XVII of this Declaration entitled "Common Expenses".

Section 2.7. Buildings. "Buildings" means the buildings and all appurtenant improvements now or hereafter placed on the Land. The locations of the buildings are more particularly described on the plat or survey attached hereto as Exhibit "B" and made a part hereof for all purposes. If any real property is added to the Condominium, the term "Buildings" includes any buildings and improvements constructed on such additional real property.

Section 2.8. Bylaws. "Bylaws" means the Bylaws of Dun Huang Plaza Association, Inc.

Section 2.9. Common Elements. "Common Elements" means all portions of the Condominium other than the Units and includes both General Common Elements and Limited Common Elements.

Section 2.10. Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

Section 2.11. Common Expenses Liability. "Common Expenses Liability" means the liability for Common Expenses allocated to each Unit.

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Section 2.12. Condominium. "Condominium" means the Land, the Buildings, and all other improvements erected upon and rights appurtenant to the Land and improvements. The legal rights and duties of ownership, use and administration created by the terms of the Texas Uniform Condominium Act, this Declaration, the Bylaws and Rules and Regulations promulgated thereunder are also a part of the Condominium.

Section 2.13. Custom Design Criteria. The "Custom Design Criteria," as same may be amended or modified from time to time in accordance with this Declaration, promulgated by the Board, for custom modifications made to Units from time to time by Owners.

Section 2.14. Declarant. "Declarant" means Dun Huang, L.P. and Dun Hun, L.P. collectively, and their successors and assigns as designated in writing by Declarant.

Section 2.15. Declaration. "Declaration" means this First Amended and Restated Declaration of Condominium for Dun Huang Plaza and any supplements and amendments thereto, to be recorded in the Condominium Records of Harris County, Texas.

Section 2.16. Dun Huang Supermarket. "Dun Huang Supermarket" means a certain supermarket located at a certain building site also known as Building "B" designated on the plat or survey attached hereto as Page 1, 2 and 5 of the Exhibit "B".

Section 2.17. Dun Huang Supermarket Building. "Dun Huang Supermarket Building" means a building, also known as Building B or Building 2, which is currently owned by Dun Huang described on the plat of survey attached hereto as Page 1, 2 and 5 of the Exhibit "B" and Page 3 of the Exhibit "C".

Section 2.18. General Common Elements. "General Common Elements" means Common Elements that are not Limited Common Elements.

Section 2.19. Governing Documents. "Governing Documents" shall mean collective reference to those documents which govern the operation of the Association, including: (i) its Articles of Incorporation, (ii) its Bylaws, (iii) its Rules and Regulations, (iv) the Plat, and (v) this Declaration, as one or more of the same may be amended from time to time.

Section 2.20. Land. "Land" means the lands described in Exhibit "A" attached to this Declaration, all of which is located in Harris County, Texas.

Section 2.21. Limited Common Elements. "Limited Common Elements" means shutters, awnings, window boxes, doorsteps, porches, balconies, patios and exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries. Limited Common Elements also means (a) that portion of any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that is partially within and partially outside the designated boundaries of a Unit that serves only that Unit; and (b) any portion of the Common Elements reserved for the exclusive use of an Owner pursuant to Article VI of this Declaration.

Section 2.22. Member or Members. All Unit Owners who are members of the Association as provided in Article XVI hereof.

Section 2.23. Member in Good Standing. The Declarant and (a) a Member other than Declarant who is not delinquent in the payment of any Common Expense Liability, Special Assessment or Reserve Assessment levied by the Association against his Unit, or any interest, late charges, costs, or reasonable

attorney's fees added to such assessment under the provisions of the Declaration or as provided by law, (b) a Member other than Declarant who does not have any condition in his Unit or the Common Elements which violates any provision of this Declaration or any Rule or Regulation which has progressed to the stage of a certified demand for compliance by the Association, or beyond, and which remains unresolved as of the date of determination of the Member's standing, and (c) a Member other than Declarant who has not failed to comply with all terms of a judgment obtained against him by the Association, including the payment of all sums due to the Association by virtue of such judgment. A Member who is not in good standing is not entitled to vote at any meeting of the Members of the Association. No formal action by the Board of Directors to suspend the voting rights of a Member who is not in good standing is required.

Section 2.24. Mortgage. "Mortgage" means a security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas, and creating a purchase money lien or security interest encumbering a unit.

Section 2.25. Mortgagee. "Mortgagee" means the person or entity who holds a Mortgage.

Section 2.26. Occupants. "Occupants" shall mean any person, firm or other legal entity with a legal right to occupy all or any portion of any Building site on a day-to-day basis, whether such occupancy right is by lease, license or rental agreement, building ownership or other arrangement with the Owner of such Building site.

Section 2.27. Owner. "Owner" shall mean a person, firm, corporation, partnership, association, trust, fiduciary or other legal entity, or any combination thereof, who owns a Unit or Units within the Condominium, and shall include the Declarant so long as the Declarant owns a Unit, but shall exclude those having an interest in a Unit merely as security for the performance of an obligation. An Owner, subject to permitted exceptions, if any, shall have exclusive ownership of such Owner's Unit and an undivided interest in the Common Elements.

Section 2.28. Plans. "Plans" means and includes the dimensional drawings that identify or describe the Units and Common Elements that are contained in the Buildings and any other drawings or diagrammatic plans depicting a part or all of the improvements, as described in Exhibit "C", and incorporated herein.

Section 2.29. Plat. "Plat" means the survey attached hereto as Exhibit "B" and incorporated herein, together with the Plans.

Section 2.30. Rules and Regulations. "Rules and Regulations" means any reasonable rules and regulations adopted and published by the Board of Directors regulating the use, maintenance, repair, replacement, modification and/or appearance of the Units and the Common Elements.

Section 2.31. Unit. "Unit" means the physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which shall be the perimeter walls, floors and ceilings of the Unit, including all lath, furring, wall board, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other material constituting part of the finished surfaces. Unit shall also include the spaces, interior partitions and other fixtures and improvements within its boundaries. The Dun Huang Supermarket, also known as Building "B", will be classified as a Unit.



ARTICLE III.
ALLOCATED INTERESTS

The Allocated Interest appurtenant to each Unit is set forth in Exhibit "D", attached hereto and made a part hereof for all purposes. The Allocated Interest appurtenant to each Unit is calculated by dividing the total number of square feet in a Unit by the total number of square feet in all Units in the Buildings to obtain the resulting percentage. If the boundary of the Unit is altered, as provided in this Declaration, the Allocated Interest appurtenant to each affected Unit shall be recalculated by dividing the total number of square feet in a Unit, as altered, by the total number of square feet in all Units in the Buildings, as altered.

ARTICLE IV.
CONDOMINIUM PLAT

Section 4.1. Amendment to Plat. Except as otherwise provided herein, the Plat may not be amended or supplemented except with the vote or agreement of the Unit Owners representing not less than sixty seven percent (67%) of the Allocated Interests. Notwithstanding the foregoing, Declarant shall be entitled to amend and/or supplement the Plat without the approval of the Unit Owners or any Mortgagees, in its sole and absolute discretion: (i) to reflect the subdivision or combination of any Unit by Declarant as provided hereunder, (ii) to exercise a Development Right, or (iii) as may be otherwise permitted by the Act. The Association shall be entitled to amend and/or supplement the Plat without the approval of the Unit Owners or any Mortgagee, in its sole and absolute discretion: (a) for the reallocation of the boundaries between Units; (b) for the subdivision or combination of Units; (c) to conform the Plat to the actual location of constructed improvements and to establish, vacate, and relocate utility and access easements; and (d) as may be otherwise permitted by the Act.

ARTICLE V.
DIVISION OF PROPERTY INTO UNITS

Section 5.1. Creation of Condominium. Declarant hereby submits the Condominium to condominium ownership pursuant to the Act. The Condominium Project shall be deemed a "Condominium" as that term is defined in the Act. The name of the Condominium shall be "Dun Huang Plaza." Each Unit shall consist of a separate fee simple estate in a separately designated Unit and an appurtenant undivided interest in and to the Common Elements.

Section 5.2. Discrepancies as to Dimensions of Condominium Units. It is expressly agreed, and each and every purchaser of an Unit, his heirs, executors, administrators, assigns, successors, and grantees hereby agree, that the square footage, size, and dimensions of each Condominium Unit as set out and shown in this Declaration or in the Plans, if any, attached as an exhibit hereto, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent, or guarantee that any Unit actually contains the area, square footage, or dimensions shown by the plat thereof. Each purchaser of an Unit hereby expressly waives any claim or demand which he may have against the Declarant or any other person whomsoever, on account of any difference, shortage, or discrepancy between the Unit as actually and physically existing and as it is shown on the respective Plans thereof, which is attached as an exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trusts, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, rising, or lateral movement of the building and regardless of variances between the boundaries shown on the Plans and those of the actual building(s).

Section 5.3. Combination of Units. Declarant or the Owner or Owners of one or more Units shall have the right to (i) physically combine the entire space within one Unit with the entire space within one or more adjoining Units; or (ii) combine a part of or combination of parts of the space of one Unit with a part of or combination of parts of the space within one or more adjoining Units, subject to all applicable building codes and ordinances and upon written approval by the Board of Directors of plans and specifications and with the consent of the Mortgagee(s), if any, so long as no portion of any Common Element other than a partition or floor between the adjoining Units is damaged or destroyed.

Section 5.4. Resubdivision of a Unit. Declarant shall have and hereby reserves the right to re-subdivide the space within a Unit to its original configuration prior to any combination of Unit space permitted hereunder; provided, however, that the maximum number of Units shall be five hundred (500). In no event shall the Owner of a Unit be permitted to re-subdivide the space within a Unit. Upon the re-subdivision of any Unit in accordance with the terms and conditions contained herein, the Units resulting from such re-subdivision shall be allocated a proportionate interest in and to the Common Elements in accordance with Article III. Such allocation shall be reflected by an amendment to the Allocated Interests. The right of Declarant to re-subdivide Units without the consent of the Board of Directors shall end upon the expiration of Declarant's configuration rights.

ARTICLE VI.

LIMITED COMMON ELEMENTS

Section 6.1. Limited Common Elements. A portion of the Common Elements is reserved for the exclusive use of the individual Owners of the respective Units, and such items and areas are referred to as "Limited Common Elements". The Limited Common Elements so reserved to a Unit shall be appurtenant balconies or patios, roof terraces, storage areas, entryways and fire exits exclusively serving the Unit and parking spaces designated for the exclusive use of the Owner of the Unit, if any. Such Limited Common Elements are hereby made appurtenant to and shall not be partitioned from the Unit to which they are reserved, and no reference thereto may be nor shall be required to be made in any deed, Mortgage, instrument of conveyance, or other instrument describing the Unit. Declarant may designate parking spaces for the exclusive use of the Owner of a Unit at or before the date the initial sale of the Unit is consummated. Declarant shall maintain a list of all parking space designations and provide a copy of the list to the Association not later than the date of the meeting called to elect all positions on the Board of Directors, as provided in Article XVI, Section 16.5, of this Declaration. When Declarant has consummated the sale of all Units in the Condominium, the list of designated parking spaces shall be recorded in the Condominium Records of Harris County, Texas by Declarant or the Association.

Section 6.2. Parking Spaces. In addition to the authority of Declarant to designate parking spaces for the exclusive use of Owners of Units, as provided in Section 6.1 of this Article, Declarant may designate "Open Parking Spaces" to be used by Owners, their tenants, guests and invitees, subject to any Rules and Regulations affecting such Open Parking Spaces adopted and published by the Board of Directors. After the date that all Units have been sold by Declarant, as evidenced by recorded deeds, the Association shall have the right and authority to lease parking spaces that have not been designated for the exclusive use of an Owner of a Unit, provided that there are a sufficient number of Open Parking Spaces, in the good faith judgment of the Board of Directors. However, no lease of a parking space shall be considered a designation of the parking space as a Limited Common Element appurtenant to the Unit. Further, any lease of a parking space may be terminated by the Board of Directors of the Association at any time and for any reason, notwithstanding the terms of any agreement entered into by and between the Association and a Unit Owner. No parking space shall be used for storage purposes. Each parking space shall be used only for the purpose of motor vehicle parking. No trailer, boat or the like shall be parked, kept or stored in any parking space.

Section 6.3. Open Parking Restrictions. All open parking spaces shall be available for use by all Owners on the following conditions:

1.1.1 Subject to Section 6.2, each Owner shall be entitled to use the non-exclusive open parking spaces in accordance to the following quota:

a. First Floor: Four (4) spaces per 1,000 square feet of the usable area in each Unit.

b. Second Floor: Two and one-half (2.5) spaces per 1,000 square feet of the usable area in each Unit.

If a Owner needs any extra parking spaces for himself or his employees, for any local governmental requirements or for any other purposes, the Declarant, in its reasonable discretion, may agree to lease a parking space or parking spaces in the Parking Garage or the Reserved Area to or to grant the license to use a parking space or parking spaces in the Parking Garage or the Reserve Area to that Owner; provided, the rent and/or the license fee and the number of the parking spaces available to that Owner shall be reasonably determined by the Declarant. Declarant has the right to sell the right to use the parking spaces in the Parking Garage or the Reserved Area.

1.1.2 Double parking of one car directly behind another is not allowed.

Section 6.4. Transfer of Parking Spaces. The designation of a parking space, and the exclusive right to use a parking space, may be transferred by the Owner of the Unit to the Owner of another Unit (to whose Unit the parking space shall thereafter be designated), provided that the Board of Directors consents to the transfer and the transferor shall execute a written assignment which shall identify the parking space, the Unit to which the parking space was designated, the name of the transferee, and the Unit to which the transferred parking space shall thereafter be designated. The transfer shall not be effective until the written assignment has been recorded in the Condominium Records of Harris County, Texas and a recorded copy of the assignment has been delivered to the Association. No transfer shall have the effect of releasing or diminishing the enforceability of any Mortgage affecting a parking space appurtenant to a Unit or the percentage of any assessments allocated to the transferring Owner's Unit. No parking space may be transferred to any person or entity that is not an Owner.

Section 6.5. Parking Garages.

1.1.1. **Parking Garage Number #1.** The Parking Garage Number #1 as indicated in the Page 1, Exhibit "B", and being more fully described on Exhibit "E", shall be reserved and owned by on of the Declarant, Dun Huang, who is currently also the Owner of Dun Huang Supermarket Building, also known as Building "B", its successors and assigns for its uses, management, operation and control. In accordance to the governmental regulations and/or any city or local regulations to provide sufficient number of parking spaces to the other Owners in the Condominium, the Declarant may agree to designate several parking spaces to be used by the other Owners, their tenants, guest and invitees, subject to its rules and regulations, if any. The Declarant shall have the right and authority to lease the parking spaces or to grant the licenses to the parking spaces that have not been designated for the exclusive use of the other Owners or any third parties; provided that there are a sufficient number of parking spaces in the Condominium in order to conform to the governmental regulations and/or any city and local regulations. The rent and/or license fee and the number of

parking spaces available to the other Unit Owners shall be determined by the Declarant; provided, such determinations shall be reasonable. Unless providing those parking spaces free and open to the other Owners in the Condominium, Dun Huang shall be responsible to pay all the operating expenses, insurance and assessments related to the Parking Garage Number #1.

1.1.2. Parking Garage Number #2. The Parking Garage Number #2, if it will be build in the future, as indicated in the Page 1 of the Exhibit "B", shall be reserved and owned by one of the Declarant, Dun Hun, for its uses, management, operation and control. In accordance to the governmental regulations and/or any city or local regulations to provide sufficient number of parking spaces to the other Owners in the Condominium, Dun Hun may agree to designate several parking spaces to be used by the other Owners, their tenants, guest and invitees, subject to its rules and regulations, if any. The Dun Hun shall have the right and authority to lease the parking spaces or to grant the licenses to the parking spaces that have not been designated for the exclusive use of the other Owners or any third parties; provided that there are a sufficient number of parking spaces in the Condominium in order to conform to the governmental regulations and/or any city and local regulations. The rent and/or license fee and the number of parking spaces available to the other Unit Owners shall be determined by Dun Hun; provided, such determinations shall be reasonable. Unless providing those parking spaces free and open to the other Owners in the Condominium, Dun Hun shall be responsible to pay all the operating expenses, insurance and assessments related to the Parking Garage Number #2.

ARTICLE VII.

USE OF CERTAIN COMMON ELEMENTS

Section 7.1. Use of Certain Common Elements. All of the Owners of Units in the Condominium shall have a non-exclusive right to the use of all of the General Common Elements including, but not limited to, those areas designated as General Common Elements on the Plat and which are used for access easements, parking areas, utilities, and open spaces located within the Condominium, and each such Owner may make such use without hindering or encroaching upon the lawful rights of the other Owners. Subject to Declarant's Special Declarant Right and Development Rights, without the prior written consent of both: (a) Owners owning sixty seven percent (67%) of the General Common Elements and (b) Mortgagees holding not less than sixty seven percent (67%) of the first lien Mortgagees on Units, no General or Limited Common Element may be abandoned, partitioned, subdivided, encumbered, sold, or transferred to any person or entity; provided, however, that easements may be granted by Declarant and/or the Association over such Common Elements for public utilities, private cable television, or for other public purposes consistent with the intended use of the Common Elements without such approval being required. Provided further that, as long as the Special Declarant Rights and Development Rights reserved to Declarant exist, Declarant shall have the right to alter the configuration of the General Common Elements in the Buildings and to alter the configuration of the parking spaces, as deemed necessary and in furtherance of the development of the Condominium. No reference to such Common Elements may be nor shall be required to be made in any deed, Mortgage, instrument of conveyance, or other instrument describing the Unit.

ARTICLE VIII.

DESCRIPTION OF UNIT

Section 8.1. Description of Unit. Every contract, deed, lease, mortgage, trust deed, will, or other instrument may legally describe a Unit which is located in the Condominium by its identifying Unit number followed by the name of the Condominium with further reference to the Plat and Declaration filed for record and shall be substantially in the following form:

Unit No. _____, DUN HUANG PLAZA, a condominium regime located in Harris County, according to the First Amended and Restated Declaration of Condominium for Dun Huang Plaza recorded on _____, 2005 under Film Code No. _____ of the Condominium Records of Harris County, Texas.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect, not only the Unit, but also the Common Elements appurtenant thereto. Each such description shall be construed to include a perpetual, non-exclusive easement for ingress and egress to and from an Owner's Unit on, over, and across the Common Elements, the exclusive use of the Limited Common Elements reserved thereto; and the other easements, obligations, limitations, rights, encumbrances, covenants, conditions, and restrictions created in this Declaration. The undivided interest in the Common Elements appurtenant to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description and the instrument conveying or encumbering said Unit may only refer to the title to that Unit. The reference to the Plat and Declaration in any instrument shall be deemed to include any supplements or amendments to the Plat or Declaration without specific reference thereto.

ARTICLE IX.

INSEPARABILITY OF A UNIT

Section 9.1. Inseparability of a Unit. Each Unit and the appurtenant undivided interest in the Common Elements reserved to such Unit shall together comprise one Unit, shall be inseparable, and may be conveyed, leased, devised, or encumbered only as a condominium, except as provided in Article V of this Declaration entitled "Division of Property into Units."

ARTICLE X.

NON-PARTITIONABILITY OF COMMON ELEMENTS

Section 10.1. Non-Partitionability of Common Elements. The Common Elements shall be owned in common as tenants in common by all of the Owners of the Units and shall remain undivided, and no Owner or other person shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall have specifically waived his right to institute and/or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and the provisions of this section may be plead as a bar to the maintenance of any such action. Any Owner who shall institute or maintain any such action shall be liable to the Association for and hereby agrees to reimburse the Association for all of the Association's costs, expenses, and reasonable attorney's fees incurred in defending such action.

ARTICLE XI.

SEPARATE ASSESSMENT AND TAXATION OF UNITS

Section 11.1. Notice to Assessor. Declarant shall give written notice and a copy of this Declaration to the Harris County Appraisal District, notifying the Appraisal District of the creation of condominium real property ownership interest in the Property, as is provided by the Act, so that each Unit shall be deemed a parcel subject to separate assessment and taxation by each assessing unit and special district for all types of taxes assessed by law including, without limitation, ad valorem levies and Special Assessments. Neither the Buildings, the Property, nor any use of the Common Elements shall be deemed to be a parcel. The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Unit. In the event the taxes or assessments for any year are not separately assessed to each Owner, but rather are

assessed on the Property as whole, then each Owner shall pay his proportionate share thereof in accordance with such Owner's ownership interest in the General Common Elements, and, in such event, such taxes or assessments shall be a General Common Expense. In such event, the Board of Directors shall have the authority to collect from the Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Property as a whole.

Section 11.2. Termination of Mechanic's Lien Rights. Subsequent to the completion of the improvements described on the Plat, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Owner thereof or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Common Elements appertaining to the particular Unit. Each Owner shall indemnify and hold harmless each of the other Owners, Declarant, and the Association from and against all liability or loss, including reasonable attorneys' fees, arising from the claim of any lien against the Unit of any other Owner or against the Common Elements appertaining to the particular Unit for construction performed or for labor, materials, services, or other products incorporated into the Owner's Unit at such Owner's request. In the event that any contractor, subcontractor, materialman, or any other person or entity files a mechanics' or any other similar type of lien which burdens or encumbers any portion of the Common Elements or any other Unit not owned by the Unit Owner contracting for such work, the Unit Owner contracting for such work shall have such mechanics' or other lien removed within thirty (30) days of the filing of such lien of record or post a bond for the benefit of the Association, Declarant and/or the affected Unit Owner in an amount not less than one hundred fifty percent (150%) of the amount claimed by any such person or entity claiming such mechanics' lien.

ARTICLE XII.

OWNERS' RESPONSIBILITY TO MAINTAIN UNITS

Section 12.1. Maintenance, Repair, and Alteration. Each Owner shall, at his own cost and expense, maintain his Unit and all Limited Common Elements appurtenant to or servicing his Unit (whether or not within the boundaries of the Unit) in good condition and repair. No Owner of a Unit shall make any changes or alterations of any type or kind to the exterior portions of his Unit, including the exterior surfaces of doors and windows, or to any other Common Elements without the prior written consent of the Board of Directors of the Association. Any repairs, alterations, or remodeling to the exterior portions of any Unit shall carry the obligation to replace any finishing or other materials removed with similar or other types or kinds of materials of at least the same quality, such that there is no reasonably observable difference between that portion of the exterior of the Unit which was repaired, altered, or remodeled and the remaining portions of the exterior of the Unit. An Owner shall maintain and keep in good repair and in a clean, safe, attractive, and slightly condition the interior of the Unit, including the fixtures, floors, and the improvements affixed thereto, and such other items and areas as may be required in this Declaration or the Bylaws of the Association. The determination of whether a Unit and/or the Limited Common Elements appurtenant to a Unit are in need of maintenance or repair, and whether materials used or proposed to be used are the same quality and are compatible in appearance with existing improvements, shall be made by the Board of Directors of the Association and its reasonable, good faith determination shall be conclusive and binding on all parties.

Section 12.2. Servicing of Utility Lines. The Owner shall not be deemed to own lines, pipes, wires, conduits, cables, or systems (which for brevity are hereafter referred to as "utilities") running through a Unit which serve one or more other Units, except as a tenant in common with other Owners. Such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Association. All fixtures and equipment installed within the Unit and all lines, wires, pipes, conduits, or systems which serve only a particular Unit shall be maintained and kept in repair by the Owner of that Unit.

Section 12.3. Failure to Perform Maintenance. An Owner shall do no act or any work that will impair any easement or hereditament. If the Board of Directors of the Association determines that an Owner is failing to perform required maintenance and repair work that the Owner is obligated to perform, the Board of Directors may provide written notice of the deficiency to the Owner. The Owner shall have thirty (30) days to perform the required maintenance and repair work. If the Owner fails or refuses to perform the required maintenance and repair work within thirty (30) days of the date of receipt of the Board's notice, the Association shall have the right, but not the obligation, to perform the required maintenance and repair work and charge the Owner for all costs incurred to complete the work. Such costs shall be paid by the Owner to the Association within thirty (30) days of the date of receipt of the statement, unless the Board agrees to an alternative payment arrangement. If payment of such costs is not received by the Association within thirty (30) days of the date of the Owner's receipt of the statement (and no alternative payment arrangement has been agreed to by the Board), the amount due shall bear interest at the rate of eighteen percent (18%) per annum from the date of the Owner's receipt of the statement until paid. In addition, such costs and any related attorney's fees and collection costs shall be added to and become a part of the assessment levied against the Owner's Unit and may be collected in the same manner provided in this Declaration for the collection of assessments.

Section 12.4. Association Repairs. The determination of whether any repair or maintenance is the obligation of the Association shall rest solely with the Board of Director of the Association, which shall also have the sole responsibility for determining the kind and type of materials used in such repair and maintenance.

Section 12.5. Association Not Liable. The Association shall not be liable for injury or damage to any person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner or occupants of any Unit or such Owner's tenant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner or occupant for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

Section 12.6. Dispute. In the event a dispute shall arise among Owners as to the proper party to bear a maintenance cost or expense, the Board shall be entitled to resolve such dispute; provided, however, that nothing herein shall be deemed or construed as limiting an Owner's right to have the provisions of this section interpreted by a court of competent jurisdiction; provided further, however, that any such cost or expense so disputed shall be paid in accordance with the determination of the Board pending final judgment in any such legal proceedings.

ARTICLE XIII. **OWNERS' COMPLIANCE MANDATORY**

Section 13.1. Compliance with Provisions. Each Owner shall strictly comply with the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association, and all the Rules and Regulations, decisions, and resolutions of the Board of Directors or the Association adopted pursuant thereto, as the same may be lawfully adopted and amended from time to time. Failure to comply with any of the same shall subject an Owner to such fines and penalties or Special Assessments as the Board of Directors may set from time to time and shall be grounds for an action to recover sums due for damages or injunctive relief, or

both, and for the reimbursement of all costs and expenses, including reasonable attorneys' fees, incurred in connection therewith, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner. In addition, such failure of compliance shall give the Association the right to enter a Unit as shall be necessary to remedy such violation using such force as may be necessary in so doing, without being liable in damages therefor, and the Association shall not be deemed guilty in any manner of trespass in so doing. Further, the Board of Directors may suspend the voting rights of an Owner and an Owner's right to use any Common Element not reasonably necessary for ingress and egress to a Unit during any period or periods when an Owner fails to comply with the aforesaid items.

Section 13.2. Notice of Default. Upon request of a holder of a first lien Mortgage on a Unit, the Association shall report to such holder any default by the Owner of such Unit under Section 13.1, above, if such default has continued for a period of thirty (30) days or more.

ARTICLE XIV.
EASEMENTS

Section 14.1. Easement for Encroachments. If any portion of the Common Elements encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands or as the same may be reconstructed pursuant to the provisions of this Declaration, shall and does exist. If any portion of a Unit encroaches upon the Common Elements or upon an adjoining Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands in or as the same may be reconstructed pursuant to the provisions of this Declaration, shall and does exist. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein include, without limitation, encroachments caused by error in the original construction of the Building; by error in the Plat; by settling, construction, rising, or shifting of the earth; or by changes in position caused by repair or reconstruction of the Condominium or any part thereof.

Section 14.2. Access for Maintenance, Repair, and Emergencies. The Owners shall have the irrevocable right, to be exercised by the Association, to have access to each Unit or any Limited Common Element appurtenant thereto from time to time as may be necessary for the maintenance, repair, or replacement of any of the Common Elements therein or accessible therefrom, and for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit. Non-emergency repairs shall be made only during regular business days upon at least 24 hours' notice to the occupants of the Unit wherein such repairs are to be made, except where the occupants have no objections to earlier entry for repairs. In emergency situations, the occupants of the affected Unit shall be warned of the impending entry as early as is reasonably possible. The Association's right of access shall be exercised in a manner that does not unreasonably interfere with the use of the Unit; provided that the Association's right of access is not contingent upon the presence of the Unit Owner. Damage to the interior or any part of a Unit or to a part of the Unit resulting from such maintenance, repair, emergency repair, or replacement of any of the Common Elements or as a result of such emergency repair within another Unit shall be classified as a Common Expense, and assessed as such in accordance with the terms and conditions contained herein; provided, however, that if any such damage is caused by the negligent or tortious act of an Owner, his agents, employees, licensees, or tenants, then such Owner shall be responsible and liable for all of such damage. All damaged improvements shall be restored substantially to the same conditions in which they existed prior to the damage. No diminution or abatement of Common Expenses shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance, or order of any governmental authority. Except as otherwise provided

herein, all maintenance, repairs, and replacements of the Common Elements, whether located inside or outside of Units (unless necessitated by the carelessness, negligence, misuses, or tortious act of Owner, in which case such expense shall be the sole expense of and charged to such Owner,) shall be classified as a Common Expense in accordance with the provisions of this Declaration.

Section 14.3. Easements for Access, Support, and Utilities. Each Owner shall have a non-exclusive easement for access between his Unit and across the halls, corridors, stairs, walks, bridges, and exterior access and other easements which are a part of the Common Elements. Each Owner shall have a non-exclusive easement in, on, and over the Common Elements, including the Common Elements within the Unit of another Owner, for horizontal, vertical, and lateral support of the Unit, for utility service to the Unit including, without limitation, water, sewer, gas, electricity, telephone, and television service.

Section 14.4. Easements Deemed Appurtenant. The easements, uses, and rights created herein for an Owner shall be appurtenant to the Unit of that Owner, and all conveyances of and other instruments affecting title to a Unit shall be deemed to grant and reserve the easements, uses, and rights, as are provided for herein, even though no specific reference to such easements, uses, and rights appears in any such conveyance.

Section 14.5. Emergency Easement. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, or other similar emergency agencies or persons now or hereafter servicing the Condominium to enter upon all streets, roads, and driveways located in the Condominium and upon the Property, if any, in performance of their duties. A non-exclusive easement for ingress and egress is hereby granted to all Unit Owners to enter upon any Common Element in the event of any emergency.

Section 14.6. Easements for the Mutual Benefit of the Development. Declarant hereby establishes a non-exclusive easement over the Common Elements in favor of each Building site to permit (a) the construction, use and maintenance of the pylon signs at locations designated on the site plan or Plan, if any, and other locations, including any electrical lines required to illuminate the signs, provided that all lines are constructed underground; (b) ingress, egress, and support over and through the Common Elements; (c) each Owner, its guests, tenants, licensees and invitees shall have a non-exclusive easement for ingress, egress and support over and across any privately owned sidewalk areas of each Building site. No Owner may obstruct or block access to its privately owned sidewalk area.

Section 14.7. Reciprocal Ingress and Egress Easements. Each Owner hereby grants and conveys to each other Owner for its use and the use of its Occupants, a non-exclusive easement for the passage of vehicles over and across the driveway areas on such Owner's Building site, as the same may from time to time be constructed and maintained for such use.

Section 14.8. Reciprocal Parking Easements. Except the parking spaces in the Parking Garage as described in Section 6.5, the Reserved Area described in Section 15.3 and any assigned parking and/or reserved parking and subject to the parking restrictions as described in Section 6.3, each Owner hereby grants and conveys to each other Owner for its use and the use of its Occupants, a non-exclusive easement for the parking of vehicles within areas on such Owner's Building site, as the same may from time to time be constructed and maintained for such use.

Section 14.9. Common Area Pylon Sign. Declarant grants the Owner of the Dun Huang Supermarket building the right, at the Dun Huang Supermarket Building Owner's sole discretion, to use up to one-sixth (1/6) of the Declarant's pylon sign, as described in Exhibit "F", or any similar style, to be located within the Common Area (the "Pylon Sign") upon payment of one-sixth (1/6) of the cost of

installation of the same. In the event that Dun Huang Supermarket Building Owner elects to use the Pylon Sign, Dun Huang Supermarket Building Owner shall pay its pro-rata share of maintenance and repair of the same in addition to the Assessments described in Article XVII.

Section 14.10. Signage Easement. Subject to the governmental regulations and/or any local or city regulations and for Ten Dollars and other good and valuable consideration, the Declarant hereby grants and conveys to the Owner of Dun Huang Supermarket Building, for its use and for the use of its assigns, successors, customers, employees and other business invitees, in common with others entitled to use the same, and at its cost and expense, the right to use a signage easement for the construction, operation, replacement, repair and maintenance of a monument sign and the electrical conduit necessary to supply power for said monument signs on, over, across, and through that certain strip or parcel of land (the "Dun Huang Supermarket Signage Easement") situated within the Declarant's Land; said Dun Huang Supermarket Easement being more particularly described by metes and bounds on Exhibit "G" attached hereto and made a part hereof for all purposes.

ARTICLE XV.

DECLARANT'S RIGHTS AND RESERVATIONS

Section 15.1. Special Declarant Rights. Declarant hereby reserves the right, from time to time, for itself and its duly authorized successors and assigns, to perform the acts and exercise the rights hereinafter set forth (the "Special Declarant Rights"). Special Declarant Rights include the following:

1.1.1. Sales and Construction Activities of Declarant. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant, its agents, employees, and contractors to maintain in those areas of the Common Elements as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction and sale or rental of Units, business offices, storage areas, construction yards, signs, sales offices, construction offices, parking egress over the Common Elements of the Condominium during such repair, refurbishing, and sale period. Declarant shall also have the right of use of the Limited Common Elements.

1.1.2. Declarant's Rights to Complete Development of Condominium. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete development of property within the boundaries of the Condominium; to construct or alter improvements on any property owned by Declarant within the Condominium, including temporary buildings; to maintain construction trailers or offices for construction or sales purposes or similar facilities on any property owned by Declarant or owned by the Association within the Condominium; or to post signs incidental to development, construction, promotion, marketing, or sales of property within the boundaries of the Condominium. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant to obtain approvals to: (i) construct, alter, demolish, or replace any improvements on any property owned by Declarant whether such property is within the Condominium or adjacent thereto; (ii) to use any structure on any property owned by Declarant as a real estate sales office in connection with the sale of any property within the boundaries of the Condominium; or (iii) to require Declarant to seek or obtain the approval of the Board of Directors or of the Association for any such activity or improvement to property or any property owned by Declarant. Nothing in this Declaration shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration or the Act.

1.1.3. Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for access, utilities,

drainage, water, and other purposes incident to development and sale of the Condominium located in, on, under, over, and across (i) Units owned by Declarant and (ii) Common Elements.

1.1.4. Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including, but not limited to, streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions for the benefit of and to serve the Unit Owners within the Condominium.

1.1.5. Other Rights. The right to exercise any additional reserve right created by any other provision of this Declaration or the Act.

1.1.6. Transfer. Any Special Declarant Right or additional right created or reserved under this Declaration may be transferred to any person, in the manner prescribed in the Act.

1.1.7. Termination of Special Declarant Rights. Except as may otherwise be provided with regard to any additional reserved rights of Declarant elsewhere in this Declaration, the Special Declarant Rights reserved to Declarant pursuant to Section 15.1 shall expire ten (10) years from the date of recordation of this Declaration or the date that the last Unit within the Condominium has been sold and conveyed by Declarant to persons other than Declarant, whichever occurs first.

Section 15.2. Development Rights. Declarant hereby reserves the right, from time to time for itself and its duly authorized successors and assigns, to perform the acts and exercise the rights hereinafter specified (the "Development Rights"). Development Rights include the following:

1.2.1. General Rights Reserved. Declarant expressly reserves the right to:

a. Create Common Elements, in connection therewith, and to allocate and re-allocate Limited Common Elements, already existing or created pursuant to the exercise of a Development Right;

b. Expand or contract the size of Units;

c. Alter the configuration of Units;

d. Create Units, including the subdivision of Units existing at the time this Declaration is recorded, up to the maximum number of five hundred (500), or convert Units into Common Elements on all or any portion of the Condominium Project.

e. Add all or any portion of the real property described in Exhibit "B" to the Condominium;

f. Withdraw real property from the Condominium; and

g. Create underground parking within the Condominium.

1.2.2. Order of Development Rights. Declarant may exercise Development Rights on all or any portion of the Condominium in whatever order of development Declarant, in its sole discretion, determines; no assurances are made as to the order such Development Rights might be exercised. Declarant's exercise of these Development Rights described in this section shall be effected by

recording a document evidencing the change in the office of the Condominium Records of Harris County, Texas.

1.2.3. Amendment of the Declaration. If Declarant elects to exercise a Development Right reserved in this section, Declarant shall record an amendment to the Declaration re-allocating the Allocated Interests so that the Allocated Interests appurtenant to each Unit will be apportioned according to the total number of Units submitted to the Declaration.

1.2.4. Filing of Supplemental Plats. Declarant shall file supplemental Plats, as required by the Act or by this Declaration, as and when Units are added to or withdrawn from the Condominium Project, if at all.

1.2.5. Interpretation. Recording of amendments to the Declaration and supplemental Plats shall automatically vest in each existing Unit Owner the re-Allocated Interests appurtenant to its Unit and vests in each existing Mortgagee of perfected security interests in the re-Allocated Interests appurtenant to the encumbered Unit.

1.2.6. Termination of Development Rights. The Development Rights reserved to Declarant pursuant to this section shall expire ten (10) years from the date of recording of this Declaration or the time that the last Unit within the Condominium has been sold and conveyed by Declarant to persons other than Declarant, whichever occurs first.

Section 15.3. Declarant's Other Reservation. Declarant, subject to any current governmental regulations and/or any city or local regulations to provide sufficient number of parking spaces to the other Owners in the Condominium, reserves unto itself, its successors and assigns forever the certain cover parking area at the first floor as described in the attached Exhibit "H" (the "Reserved Area"), for its exclusive use, including but not limited to, parking area, weekend or daily shops, exhibit center, and any other purposes. Unless providing that Reserved Area free and open to the other Owners in the Condominium, Declarant shall be responsible to pay all the operating expenses, insurance and assessments related to the Reserved Area.

Section 15.4. Declarant's Special Right Reserved For The Owner of The Dun Huang Supermarket Building. Declarant hereby expressly agrees and declares that it contemplates that at a future time or times, the Owner, its successors, assignee or heirs, of Dun Huang Supermarket Building, may, but not obligate to, and subject to any applicable local government rules and regulations and subject to any effective deed restrictions, to (i) construct, alter, demolish, or replace any improvements on the Dun Huang Supermarket Tract, (ii) construct, reconstruct, alter or expend the existing Dun Huang Supermarket building into a multi-story building; or (iii) be expanded by adding thereto additional parcels of land and/or to build a multi-story building on that parcels of land. Nothing in this Declaration shall limit or impair such reserved rights of Dun Huang Supermarket Owner as elsewhere provided in this Declaration. Such reserved rights shall expire ten (10) years from the date of recordation of this Declaration, but in no event, such rights shall expire no later than the maximum lawful period, if any, allowed by applicable law or the Act.

Section 15.5. Effect. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association, whether or not specifically stated therein, and in each deed or instrument by which any property within the Condominium Project is conveyed by Declarant. The rights, reservations, and easements hereinafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other subsequent amendment.

ARTICLE XVI.
THE ASSOCIATION

Section 16.1. Membership. Each Owner shall be a Member of the Association and membership shall automatically terminate when he ceases to be an Owner. Upon the transfer of ownership of a Unit, the new Owner succeeding to such ownership shall likewise succeed to membership in the Association. No Member in Good Standing, other than the Declarant, shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Unit in the Condominium to the Secretary of the Association. The vote of each Member in Good Standing may only be cast by such Member or by a written proxy given in advance by such Member to such Member's duly authorized representative. If title to a Unit shall be in the name of two or more persons as Owners, any one of such Owners may vote as the Owner of the Unit at any meeting of the Association and such vote shall be binding on such other Owners who are not present at such meeting until written notice to the contrary has been received by the Secretary of the Association, in which case the unanimous action of all such Owners (in person or by proxy) shall be required to cast their vote. If two or more of such Owners are present at any meeting of the Association, then unanimous action shall be required to cast their vote.

Section 16.2. Bylaws. The initial Bylaws of the Association shall be adopted by the Declarant in accordance with the Act and may be amended thereafter as provided for herein.

Section 16.3. Meetings. Meetings of the Association shall be in accordance with the Bylaws adopted by the Declarant and as may be amended from time to time; provided that, the first meeting of the Members of the Association shall be held when called by the initial Board upon ten (10) days written notice to the Members. Such written notice may be given at any time but must be given not later than one hundred twenty (120) days after Declarant has consummated sales of seventy-five percent (75%) of all Units. Meetings of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or Owners having at least twenty percent (20%) of the votes in the Association. Notice of a meeting shall be given in accordance with the Bylaws. Meetings of the Association and Board must be open to Unit Owners, subject to the right of the Board to adjourn a meeting of the Board and reconvene in closed executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual unit owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting.

Section 16.4. Voting of Members. There shall be one vote on all matters submitted to the membership for a vote for each Unit, weighted in proportion to the Allocated Interest of such Unit. The total voting power of the Association shall be the sum of the votes of all Units.

Section 16.5. Board of Directors. The Board of Directors shall initially consist of three (3) persons appointed by Declarant ("the Appointed Board"). Not later than one hundred twenty (120) days after the conveyance by Declarant of fifty percent (50%) of the Units to Owners other than Declarant, one (1) position on the Board of Directors shall be filled by a majority vote of Members in Good Standing of the Association other than Declarant at a meeting called for the purpose at which a quorum is present. The number of members on the Board of Directors shall be increased to five (5) not later than one hundred twenty (120) days after the conveyance by Declarant of seventy-five percent (75%) of the Units to Owners other than Declarant. Not later than one hundred twenty (120) days after the conveyance by Declarant of seventy five percent (75%) of the Units to Owners other than Declarant, all positions on the Board of Directors shall be filled by a majority vote of the Members in Good Standing of the Association other than Declarant at a

meeting called for that purpose at which a quorum is present. Only Members in Good Standing may serve on the Board of Directors.

Section 16.6. Standard of Conduct. The Board of Directors, the officers of the Association, and the Association shall have the duty to represent the interests of the Unit Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, Articles of Incorporation, ByLaws and the laws of the State of Texas, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing shall not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, officer or committee member. A court shall not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

Section 16.7. Articles of Incorporation and Bylaws. The purposes and powers of the Association and the rights and obligations with respect to Owners set forth in this Declaration may and shall be amplified, but not modified, by the provisions of the Articles of Incorporation and the Bylaws of the Association, and, in the event of a conflict between the terms and provisions of the Articles of Incorporation and the Bylaws and the terms and provisions of this Declaration, the terms and provisions of this Declaration shall control.

Section 16.8. General Common Elements. The Association shall provide for the care, operation, management, maintenance, repair, and replacement of the General Common Elements. Without limiting the generality of the foregoing, said obligations shall include the keeping of such General Common Elements in good, clean, attractive, and sanitary condition, order, and repair; keeping the Condominium attractive and desirable; and making necessary or desirable alterations, additions, betterments, or improvements to or on the General Common Elements.

Section 16.9. Duty to Keep Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the Act, including, but not limited to, financial records sufficiently detailed to provide a statement setting forth the amount of any unpaid Common Expense currently levied against an Owner. Owners shall have the right to review the records of the Association, subject to any limitations thereon provided in the Act.

Section 16.10. Implied Rights, Board Authority. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or its Articles of Incorporation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Declaration, the Articles of Incorporation, the Bylaws or applicable law specifically requires a vote of the membership.

Section 16.11. Liability Limitations. To the greatest extent permitted by applicable law, no Member, director, officer, or representative of the Association shall be held personally liable for debts of the Association, whether contracted for or otherwise incurred.



ARTICLE XVII.
COMMON EXPENSES

Section 17.1. No Exemption. Except as provided in Section 17.2 hereof with respect to the Declarant, all Owners are bound to contribute, in proportion to their Allocated Interests, to the Common Expenses and other expenses provided by the terms hereof to be paid to the Association. No Owner shall be exempt from the obligation to make such contribution to the Common Expenses by waiver of the use of enjoyment of the Common Elements, either general or limited, or by the abandonment of the Unit belonging to him, or under any other circumstances.

Section 17.2. Declarant's Obligation. Recognizing that, to some degree, the cost of administration and maintenance of the Condominium and the Common Elements is related to the use of the Common Elements, which is in turn related to the number of Units which are occupied, the Declarant shall pay to the Association, until the expiration of three (3) years after the date (the "First Sale Date") on which the first sale of a Unit is consummated by the Declarant, in lieu of any Common Expenses Liability or Special Assessment with respect to all Units which the Declarant continues to own, an amount, if any, by which the actual Common Expenses incurred for any fiscal year of the Association exceed the aggregate of the Common Expenses Liability payable by other Owners of Units. The first sale of a Unit shall be deemed to have been consummated when Declarant has delivered the first deed of a Unit to the purchaser thereof, such deed has been recorded and the purchase price thereof has been paid in full to Declarant. For the purpose of this provision, actual Common Expenses shall mean those expenses reasonably necessary for the normal maintenance and operation of the Condominium in order to provide the level and quality of services set forth in the Budget initially prepared by the Declarant and shall not include capital expenditures, reserves, prepaid items, inventory items or similar expenses to the extent attributable to periods after such fiscal year, or any increase in the level and/or quality of services set forth in such initial Budget prepared by the Declarant. After the expiration of one (1) year after the First Sale Date, the Common Expenses Liability of each Owner (including the Declarant) shall be determined as provided in Section 17.1 hereof. If the level and/or quality of services are increased, then any excess of expenses resulting from such increase shall be paid by all Owners (including Declarant) in proportion to each Owner's respective Allocated Interest.

Section 17.3. Annual Budgets. Until the commencement of the first full fiscal year after the first meeting of the members of the Association is held, the Declarant shall have the right and obligation to establish the annual Budgets for each fiscal year projecting all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including any reasonable allowance for contingencies and reserves for repairs to or replacement of Common Elements. The fiscal year of the Condominium shall be the calendar year, unless the Board otherwise provides.

Commencing with the first full fiscal year after the first meeting of the members of the Association is held, the Board of Directors of the Association shall establish an annual Budget in advance for each calendar year and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves for repairs to or replacements of Common Elements. The Common Expenses for such year shall be established by the adoption of such annual Budget by the Board of Directors of the Association. Copies of each such Budget shall be delivered to each Owner by such reasonable means as the Board of Directors may provide. In the event that the Board of Directors at any time determines that the Common Expenses so levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium for such fiscal year or in the event of casualty losses, condemnation losses or other events (including non-payment of Common Expenses by some Owners) which require additional funds be supplied for preservation and operation of the Condominium, the Board of Directors shall have the

authority at any time or from time to time to levy such Special Assessments as it shall deem necessary for such purposes. Such Special Assessment shall not be levied, however, without the prior approval of Owners having at least a majority of votes in the Association, unless a greater number of votes are required by law.

The failure or delay of the Board to prepare any annual Budget or to deliver copies of such Budgets to each Owner shall not constitute a waiver or release in any manner of any Owners' obligation to pay Common Expenses whenever the same shall be determined, and in the event of any delay or failure to establish any annual Budget each Owner shall continue to pay such Owner's portion of the Common Expenses monthly, at the rate established for the previous period until a new annual Budget is established.

Section 17.4. Payment of Assessments. Each Owner's portion of the Common Expenses shall be due and payable monthly in advance. Special Assessments ("Special Assessments") shall be payable on or before ten (10) days after Owners are invoiced therefor, unless a later due date is approved by the Board of Directors. Payment of Common Expenses and Special Assessments shall be in default if such Common Expenses or Special Assessments are not paid to the Association on or before the due date for such payment. Common Expenses, Special Assessments and all other charges lawfully imposed against an Owner or Unit of an Owner in default shall bear interest at the lesser of (i) the maximum lawful rate allowed by applicable law, or (ii) the rate of eighteen percent (18%) per annum from the due date until paid. Each Condominium Unit's contribution for monthly assessments shall commence as of the date of closing of the sale of such Condominium Unit by Declarant to an Owner, and shall be prorated if the ownership of a Condominium Unit commences on a day other than on the first day of a month. Each Owner (whether one or more persons) shall be personally liable for the payment of all Common Expenses, Special Assessments and other sums which may be levied against such Owner and his Unit pursuant to the provisions hereof.

Section 17.5. Building Assessment. In addition to each Owner's portion of the Common Expenses, Special Assessments and Reserve Assessments (as provided in Section 17.6), the Association shall have the authority to levy and collect from time to time a Building Assessment with respect to each Unit in a particular Building. The purpose of a Building Assessment is to provide funds to the Association to pay, including but not limited to, the expenses incurred to make repairs to the particular Building, to provide regular and/or special services or to purchase any insurances for the exclusive benefit of the Owners of Units in a particular Building. Building assessments, if any, shall be due on the date set forth in the invoice submitted to each Owner, which date shall not be earlier than thirty (30) days from the date of the invoice. The Board of Directors shall have the authority to base the Building Assessments on actual or anticipated costs to repair the Building or the actual or anticipated costs to provide special services for the exclusive benefit of the Owners of Units in the particular Building. Building Assessments shall be prorated according to the number of square feet in a Unit and the total number of square feet in all Units in the Building subject to the Building Assessment. Payment of Building Assessments shall be secured by the continuing lien provided in this Article of the Declaration. A Building Assessment shall also be the personal obligation of the Owner of the Unit at the time the Building Assessment became due. A Building Assessment shall be subject to the same provisions relating to non-payment that are applicable to an Owner's portion of Common Expenses, Special Assessments and Reserve Assessments pursuant to this Article.

Section 17.6. Reserve Assessment. Upon the sale of a Unit (whether the first sale or any subsequent sale) the new Owner thereof shall pay to the Association a sum equal to two (2) times the monthly assessment in effect as of the date of closing on the sale of such Unit (hereafter referred to as "the Reserve Assessment"). The Reserve Assessment shall be due and payable on or before ten (10) days after the date the deed conveying the Unit to the new Owner is recorded or, if a contract for deed or similar instrument, the date the contract for deed is executed. Payment of the Reserve Assessment shall be in default if the Reserve Assessment is not paid on or before the due date for such payment. Reserve Assessments in

default shall bear interest at the lesser of the rate of (i) eighteen percent (18%) per annum from the due date until paid; or (ii) the maximum lawful rate allowed by applicable law. All Reserve Assessments collected by the Association shall be deposited into a reserve account established and maintained by the Association for capital improvements within the Condominium. No Reserve Assessments paid by a Owner shall be refunded to the Owner by the Association. Further, the Association may enforce payment of Reserve Assessments in the same manner that the Association may enforce the payment of assessments pursuant to Section 17.6 of this Article of the Declaration.

Section 17.7. Effect of Non-Payment of Assessments/Subordination of Lien. In order to secure the payment of each Owner's portion of the Common Expenses, Building Assessments, Special Assessments, and Reserve Assessments, as well as any other sums levied by the Association against a Unit or Unit Owner, including, but not limited to, dues, fees, charges, interest, late fees, fines, collection costs, and attorney's fees, a continuing lien shall be and is hereby reserved in and to each Unit on behalf of and for the benefit of the Association, which lien shall be enforceable by all methods available for the enforcement of liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code. The Association's lien securing the payment of an Owner's Common Expenses Liability, Building Assessments, Special Assessments, Reserve Assessments, and other assessments has priority over any other lien except:

1. A lien for real property taxes and other governmental assessments or charges against the Unit, unless otherwise provided by Section 32.05 of the Texas Tax Code;
2. A lien or encumbrance recorded before this Declaration was recorded;
3. A Mortgage for the purpose of purchasing a Unit and any renewal, extension, rearrangement or refinancing thereof.
4. A lien for the construction of improvements to the Unit or an assignment of the right to insurance proceeds on the Unit if the lien or assignment is recorded or duly perfected before the date on which the assessment sought to be enforced becomes delinquent under the Declaration or Bylaws.

The collection of an Owner's Common Expenses Liability, Building Assessments, Special Assessments, Reserve Assessments, or other assessments may also be enforced by a suit for a money judgment and in the event of such suit, the expenses incurred in collecting such delinquent assessments, including interest, costs and attorney's fees, shall be chargeable to and a personal obligation of the Owner. Except in the circumstances in which a good faith dispute exists as to the amount for which an Owner is liable, an Owner in default in the payment of any sums assessed against such Owner and such Owner's Unit shall not be entitled to vote at any meeting of the Association so long as such default exists.

Section 17.8. Purposes for Which Assessments May be Used. The Common Expenses collected shall be used for the benefit, directly or indirectly, of the Condominium; and such Common Expenses may be expended by the Board for the purposes set forth herein, including, without limitation, providing for the enforcement of the provision of this Declaration, the Bylaws of the Association and Rules and Regulations promulgated thereunder; for the maintenance, operation, repair, benefit and welfare of the Common Elements; and generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Condominium. The use of the Common Expense Fund for any of those purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

Section 17.9. Transfer Fees/Resale Certificates. The Board of Directors of the Association

shall establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Unit and changing the ownership records of the Association ("Transfer Fee"). A Transfer Fee shall be paid to the Association or the managing agent of the Association, if agreed to by the Association, upon each transfer of title to a Unit. The Transfer Fee shall be paid by the purchaser of the Unit, unless otherwise agreed by the seller and purchaser of the Unit. The Association shall also have the authority to establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a Unit. The fee for a Resale Certificate shall be paid to the Association or the managing agent of the Association, if agreed to by the Association. The fee for a Resale Certificate shall be in addition to, not in lieu of, the Transfer Fee.

ARTICLE XVIII.

INSURANCE

Section 18.1. Insurance Maintained by Association. The Board of Directors of the Association shall have authority to and shall obtain insurance for the Condominium as follows:

1.1.1. Property Insurance. Insurance on the Building, including the Units (which shall include interior walls) and the Common Elements, against loss or damage by fire and loss or damage by all risks now or hereafter embraced by standard extended coverage policies in use in the State of Texas (with vandalism and malicious mischief endorsements), in amounts sufficient to prevent the Association or the Owners from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than eighty percent (80%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Building, including the Units and the General Common Elements, shall be determined from time to time but not less often than once in a twelve-month period by the Board, and the Board shall have the authority to obtain and pay for an appraisal by a person or organization selected by the Board in making such determination. The cost of any and all such appraisals shall be a Common Expense.

1.1.2. Liability Insurance. Comprehensive general liability insurance against claims for personal injury or death or property damage suffered by the public or any Owner, agent, employee or invitee of any Owner, occurring in, on or about the General Common Elements or upon, in or about the private driveways, roadways, walkways, and passageways, on or adjoining the Condominium, which general liability insurance shall afford protection to such limits as the Board shall deem desirable. Such liability insurance policy shall contain a cross-liability endorsement wherein the rights of named insured under the policy or policies shall not prejudice his, her or their action or actions against another named insured.

1.1.3. Worker's Compensation Insurance. Such worker's compensation insurance as may be necessary to comply with applicable laws.

1.1.4. Fidelity Bonds. The Board may obtain adequate fidelity coverage indemnifying the Association from loss of funds resulting from fraudulent or dishonest acts on the part of any of such of its employees, officers, managers, directors, trustees, or agents who are responsible for handling funds belonging to or administered by the Association. If acquired, such fidelity bonds or insurance should (i) be written in an amount sufficient to provide protection to the Association, which in no event should be less than 150% of the insured's estimated annual operating expenses including reserves; (ii) should name the Association as an obligee and as the named insured; (iii) should contain waivers of any defense based upon the exclusion of persons who serve without compensation from

any definition of "employee" or similar express; and (iv) should provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the mortgagees.

1.1.5. Other Insurance. Such other insurance in such reasonable amounts as the Board may deem desirable.

The premiums for all insurance acquired on behalf of the Association or the Owners pursuant to the provision hereof shall be a Common Expense of the Association.

All insurance provided for in this section shall be effected under valid and enforceable policies issued by insurers of recognized responsibilities authorized to do business in the State of Texas. All policies of insurance of the character described in this section shall name as insured the Association and each Owner according to his Allocated Interest; shall contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interest may appear; shall be without contribution with regard to any other such policies of insurance carried individually by any Owner, whether such other insurance covers the Unit owned by such Owner and/or the additions and improvements made by such Owner to his respective Unit; shall provide that such policy shall not be terminated for non-payment of premiums or for other cause without at least thirty (30) days prior written notice to the Association and at least ten (10) days prior written notice to the Mortgagee of each Unit. If possible, all policies of insurance of the character described in this section shall contain an endorsement extending coverage to include the payment of Common Expenses Liability with respect to Units damaged during the period of reconstruction thereof.

In the event that an insurance policy or policies specifically designed to meet the insurance needs of condominium regimes become available in Texas through action by appropriate governmental agencies or otherwise, the Board shall be authorized to obtain such a policy if the coverage provided by such policy are at least equal to the coverage provided by those policies enumerated hereinabove.

Section 18.2. Owner's Insurance. Each Owner shall, at the Owner's expense, obtain insurance coverage on his Unit (including interior surface coverings, non-load bearing partition walls, built-in fixtures and appliances, or any other improvements made by the Owner), personal property and personal liability and costs and expenses incident thereto. Proof of such insurance shall be provided by the Owner to the Association upon request. If, upon the expiration of thirty (30) days from the date a written request is submitted to the Owner, the Association has not received proof of insurance as provided in this paragraph, the Association shall have the authority, but not the obligation, to obtain the required insurance for the benefit of the Owner; all costs associated with such insurance incurred by the Association shall be added to and become a part of the assessment levied against the Unit. The Association may collect such costs in the same manner provided in this Declaration for the collection of assessments. Nothing in this paragraph shall preclude the Association from including in the master casualty policy obtained by the Association coverage for losses to the surface coverings on the interiors of Units and the fixtures and appliances within the Units.

ARTICLE XIX.

FIRE OR CASUALTY; REBUILDING

Section 19.1. Fire or Other Casualty. In the event of a fire or other casualty causing damage or destruction to a Building, the Board shall determine whether such loss comprises the whole or more than two-thirds ($\frac{2}{3}$) of the Building. Unless otherwise provided by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds ($\frac{2}{3}$) of the cost of reconstructing the Building as it existed prior to such fire or other casualty. In the event of fire or other

casualty which does not comprise more than two-thirds ($\frac{2}{3}$) of the Building, unless otherwise unanimously agreed by the Owners of Units in that Building, the Building shall be repaired and reconstructed substantially in accordance with the original Plans for the Building, in accordance with the provisions hereof.

In the event that fire or other casualty comprises the whole or more than two-thirds ($\frac{2}{3}$) of a Building, unless otherwise unanimously agreed by the Owners of Units in that Building, all proceeds of insurance policies carried by the Association shall be delivered to such Owners or their Mortgagees, as their interest may appear, pro rata according to the number of square feet in an Owner's Unit and the number of square feet in all Units in that Building, and the Units in that Building shall cease to be a part of the Condominium established by this Declaration. Upon such event, the Declaration shall be amended to restate the Allocated Interest of the remaining Units. An amendment to the Declaration for this purpose shall be effected by the Board of Directors of the Association and shall certify the vote of the affected Owners not to rebuild.

Section 19.2. Use of Insurance Proceeds. In the event that it is determined that the Building shall be repaired and reconstructed, then all proceeds of insurance policies with respect to such fire or casualty, carried by the Association, shall be paid to the bank selected by the Board, as Trustee, insured by the Federal Deposit Insurance Corporation (or its successors) and located in Harris County, Texas, to be held in trust for the benefit of the 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 Building and General Common Elements in accordance with the original Plans therefor and the funds held in the Trust Fund in such depository bank shall be used for this purpose and disbursed by the Board in accordance with the terms of the contract of repair and rebuilding.

In the event that such insurance proceeds are insufficient to provide for such repair, restoration or rebuilding, the building costs in excess of the insurance proceeds shall be assessed against all of the Owners in that Building pro-rata according to the number of square feet in each Unit and the total number of square feet in all Units in that Building. Such Special Assessment shall not require the consent of the members of the Association notwithstanding the provisions of Section 17.3 of Article XVII hereof. If any Owner shall fail to pay such Special Assessment when due, the Board may make up the deficiency by payment as a Common Expense, which payment shall not in any way release the Owner who has failed to make payment of such Special Assessment from liability therefor. Such assessment shall be enforceable as provided for other Special Assessments herein. The provisions of this section may be changed only by unanimous resolution of the Owners, adopted subsequent to the date on which such fire or casualty loss occurs.

Section 19.3. Owner's Responsibility for Personal Property. Each Owner shall be responsible for reconstruction, repair and replacement of all personal property and other property not a General Common Element in or part of his Unit, including, but not limited to the floor coverings, wall coverings, furniture, furnishings, decorative light fixtures and appliances located therein. Each Owner shall also be responsible for the repair and replacement of any vehicle parked in the Owner's designated parking space or any Open Parking Space or leased Open Parking Space.

Section 19.4. Negligence or Misuse of Owner. Each Owner shall be responsible for the costs in excess of proceeds actually collected by the Association from insurance carried by the Association and caused by the Owner's negligence or misuse or by the negligence or misuse of the Owner's agents or employees in the course of their duties, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all Owners against any such costs of reconstruction, repair and replacement of any portion of the Building.

ARTICLE XX.
EMINENT DOMAIN

Section 20.1. Right to Participate in Proceedings. If all or any part of the Condominium is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary) the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceedings to all Owners and to all Mortgagees known to the Board to have an interest in any Unit. The expense of participation in such proceedings by the Board shall be borne as a Common Expense. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as Trustee, and such damages or awards shall be applied or paid as provided herein.

Section 20.2. Proceedings Affecting Common Elements. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Unit), the Board, in addition to the general powers set out herein, 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 proceeding. With respect to any such taking of Common Elements only, 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 each Owner in proportion to his Allocated Interest in the Common Elements. The Board may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a vote of Owners holding not less than a majority of the Allocated Interests in the Association, shall decide whether to replace or restore as far as possible the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration shall be duly amended by instruments executed by the Board of Directors on behalf of the Owners.

Section 20.3. Scope of Taking. In the event that such eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds ($\frac{2}{3}$) of the total number of Units in a Building, then the damages and awards for such taking shall be determined for each Unit and the following shall apply:

1. The Board shall determine which of the Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the reduced size of each Unit so damaged.
2. The Board shall determine whether it is reasonably practicable to operate the remaining Units in that Building, including those damaged Units which may be made tenantable as a condominium in the manner provided in this Declaration.
3. In the event that the Board determines that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable, the Building shall cease to be a part of the Condominium.
4. In the event that the Board determines that it is reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable in a Building, 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 reconstruct such 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 the Owners of those Units which are being repaired or reconstructed so as to be made tenantable. With respect to those Units which may not be made tenantable, the award made with respect to such Unit shall be paid to the Owner of such Unit or his Mortgagee or Mortgagees, as their interests may appear, and the remaining portion of such Units, if any, shall become a part of the Common Elements and repair and use of such Units shall be determined by the Board. Upon the payment of such award for the account of such Owner as provided herein, such Unit shall no longer be a part of the Condominium and the Allocated Interests in the Common Elements appurtenant to each remaining Unit which shall continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners.

If an entire Building is taken, or two-thirds ($\frac{2}{3}$) or more of the Units in a Building are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of such Units pro rata according to the number of square feet in the Unit and the total number of square feet in all Units in the Building and the Building shall cease to be a part of the Condominium. Upon such event, the Declaration shall be amended to restate the Allocated Interests of the remaining Units. An amendment to the Declaration for this purpose shall be effected by the Board of Directors of the Association and shall certify the facts causing the Building to cease being a part of the Condominium. 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 Allocated Interest previously owned by each Owner in the Common Elements.

Section 20.4. Allocation of Award. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any Mortgage duly perfected; thirdly, to the payment of any Common Expenses Liability or Special Assessments charged to or made against the Unit and unpaid; and finally to the Owner of such Unit.

ARTICLE XXI.

REVOCATION, TERMINATION, OR AMENDMENT TO DECLARATION

Section 21.1. Revocation, Termination, or Amendment to Declaration. Except as is otherwise provided herein or as required by the Act, this Declaration shall not be revoked or terminated unless Owners owning an eighty percent (80%) of the Allocated Interests in the Condominium and each holder of a first lien Mortgage on a Unit consent and agree to such revocation by an instrument or instruments duly executed and recorded. This Declaration shall not be amended unless Unit Owners owning at least sixty-seven percent (67%) of the Allocated Interest in the Condominium consent and agree to such amendment by an instrument or instruments duly executed and recorded. Every amendment to the Declaration must be recorded in the Condominium Records of Harris County, Texas.

ARTICLE XXII.

PERIOD OF CONDOMINIUM OWNERSHIP

Section 22.1. Period of Condominium Ownership. The separate condominium estates created by this Declaration and the Plat shall continue until this Declaration is revoked or terminated in the manner provided herein.

ARTICLE XXIII.

REAL AND PERSONAL PROPERTY FOR COMMON USE

Section 23.1. Real and Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Owners real and tangible and intangible personal property and may dispose of same by sale or otherwise; and the beneficial interest in any such property shall be owned by the Owners and their interests therein shall not be transferable except upon the transfer of the Owner's Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such real or personal property without any reference thereto or execution of a bill of sale. Each Owner may use such real and personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. A sale of a Unit under foreclosure or power of sale shall thereby entitle the purchaser thereof to the beneficial interest in the real and personal property associated with the sold Unit.

ARTICLE XXIV.

REGISTRATION OF MAILING ADDRESS; NOTICES

Section 24.1. Registration of Mailing Address; Notice. Each Owner may register in writing an alternative mailing address or a representative and the representative's mailing address with the Association, and thereafter notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed to the Owner at the alternative mailing address or in the name of the representative at such representative's mailing address, as directed by the Owner. If no such registration is made, all notices and demands shall be sent to an Owner, postage prepaid, at the address of the Unit and shall be deemed properly given to the Owner. All notices required or permitted hereunder shall be in writing and shall be sent, postage prepaid, to the address of the Owners as provided in this section, and to the Declarant at 7001 Corporate Drive, Suite 200, Houston, Texas 77036, until such address is changed by written notice.

ARTICLE XXV.

USE RESTRICTIONS

Section 25.1 Units. Ownership and use of the Units shall be subject to the following conditions, covenants, and restrictions:

1.1.1. 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 is subject to the following restrictions:

(a) **Building A.** In Building 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.

(b) **Building B.** In Building B, 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 supermarket, retail business, restaurant, or office space.

(c) **Building C.** In Building C, 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 on the first floor. Building C is currently under construction.

(d) Building D. In Building D, 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. Building D may be built in the future.

(e) Building E. Building E may be built in the future.

1.1.2. Prohibited Uses/Remedies for Non-Compliance. The following uses of any Unit, or portion thereof, or any Common Element, by an Owner or the Owner's tenants, subtenants, guests, invitees or licensees, is strictly prohibited:

(a) An adult book store or other store or business which sells or exhibits x-rated, obscene or hardcore pornographic materials;

(b) A store or business which sells or displays books, magazines, pictures, videos, DVDs, CD roms, or other printed data which is x-rated or obscene or could be classified as hard core pornography based upon community standards;

(c) A business which (i) features topless, bottomless or partially or totally nude performers, waitresses, waiters or other personnel, (ii) provides visual recorded, on-premises entertainment featuring nude or partially nude persons performing or simulating sexual acts, or (iii) shows "x-rated" or obscene motion pictures or video tapes;

(d) A massage parlor, tattoo parlor or sexually oriented modeling studio;

(e) A pawn shop;

(f) A business which is unreasonably offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution or is hazardous by reason of excessive danger of fire or explosion; and

(g) A "smoke and toké" store or similar business which sells merchandise commonly recognized as drug paraphernalia.

In the event that any prohibited activity or business is conducted within a Unit or on the Common Elements by a Owner or the Owner's tenant, subtenant, guest, invitee or licensee, Declarant, as long as Declarant's Development Rights exist, and, thereafter, the Association, may give notice of such violation to the Owner (the "Original Notice"). The Owner shall have a period of ten (10) days from the date of delivery of such notice to permanently cease the prohibited activity or cause the prohibited activity to permanently cease. If the Owner or the Owner's tenant, subtenant, guest, invitee or licensee does not permanently cease the prohibited activity or, having complied, engages in the same or another prohibited activity within the Unit or on the Common Elements within twelve (12) months of the date of receipt of the Original Notice, Declarant, as long as Declarant's Development Rights exist, and, thereafter, the Association, may give notice of the violation with a statement of intent to exercise the purchase option set forth in this Section (the "Second Notice"). If the prohibited activity continues to exist for a period of ten (10) days after the date of the Second Notice, Declarant, as long as, Declarant's Development Rights exists, and, thereafter, the Association, shall have the right, but not the obligation, to repurchase Owner's Unit for a sum equal to eighty percent (80%) of the price for which it was originally sold by Declarant. Declarant or the Association, as the case may be, may exercise its option to purchase the Unit by delivering written notice to the Owner within sixty (60) days of the date that the Second Notice of violation is delivered to Owner. Closing on the purchase of the Unit shall occur within thirty (30) days of the date of delivery of Declarant's

(or the Association's, as the case may be) notice of intent to purchase the Unit. The Owner shall be obligated to convey title to the Unit by general warranty deed, free and clear of all liens. Taxes on the Unit shall be prorated as of the date of closing. Declarant or the Association, as the case may be, may enforce specific performance of this provision of the Declaration; provided that, this purchase option shall be in addition to, not in lieu of, all other remedies available to Declarant and the Association for a violation of the provisions of this Declaration.

1.1.3. Animals. No animals, livestock, poultry or insects of any kind shall be raised, bred, kept, or boarded in or on the Condominium without the prior written consent of the Board of Directors' of the Association.

1.1.4. Use of Common Elements. Subject to the rights of Declarant as provided in this Declaration, there shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the General Common Elements without the prior written approval of the Association. Except for those improvements erected or installed by Declarant in its completion of the Condominium, and except as otherwise provided herein, nothing shall be altered on, constructed in or removed from the Common Elements without the prior written approval of the Board of Directors. The use of the Common Elements shall be consistent and in compliance with the provisions of this Declaration, the ByLaws, and all Rules and Regulations adopted and published by the Board of Directors.

1.1.5. Certain Work Prohibited. Except for those improvements erected, constructed, or installed by Declarant in its completion of the Project, without the prior written approval of the Board of Directors of the Association:

a. No exterior additions to, alterations or decoration of a Building, including, but not limited to, any structural alterations to any Unit or Common Element, nor any changes in fences, hedges, walls, or other structures, nor installation of window-mounted air conditioning units or awnings or any exterior improvement of any type shall be commenced, erected, placed, or maintained;

b. No Owner shall undertake any work in his Unit which would jeopardize the soundness or safety of the Building, reduce the value of the Project or impair an easement or hereditament thereon or thereto, nor shall any Owner enclose, by means of screening or otherwise, any balcony, yard, deck, patio, porch, passageway or walkway which is accessible from, associated with, and which adjoins a Unit; and

c. No Owner shall make any alteration to the exterior portions of his Unit or the roof, or to the Building or in the water, gas or steam pipes, electric conduits, plumbing or other fixtures connected therewith nor shall an Owner remove any additions, improvements or fixtures from the Building.

d. No Owner shall install, attach or hang or allow to be installed, attached or hung any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air-conditioning units or any other equipment, item or wiring on, in or across any portion of the Common Elements or Limited Common Elements without the prior written approval of the Association.

1.1.6. Signs and Advertising. Except as hereinafter provided and/or subject to the sign requirements provided by the Association, if any, no signs, advertising, billboards, unsightly objects, or nuisances of any kind shall be placed erected or permitted to remain in or on any Unit, nor shall any signs be permitted in or on the Common Elements, without the prior written approval of the Association.

Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by Declarant in connection with its sale of Units shall be permissible, provided that such use by Declarant shall not interfere with the Owners' use and enjoyment of the Common Elements, their Units, or their ingress and egress from a public way to the Common Elements or their Units.

1.1.7. Antennas, Electrical Installations, Wiring, Etc. No Owner shall install, attach or hand, allow to be installed, attached or hung, any equipment, wiring, electrical installation, television or radio transmitting or receiving antennas, satellite dishes, air conditioning units or any other like equipment or wiring in or across any portion of any of the General Common Elements or protruding through any wall, floor, ceiling, window or door which is defined as a General Common Element except as approved in writing by the Association. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring thereof, installed or used in a Unit, shall fully comply with applicable statutes, laws, ordinances, rules, regulations and requirements of all state and local public authority having jurisdiction over same.

1.1.8. Leases. An entire Unit, but not a portion thereof, may be leased, provided that all of the provisions of this Declaration, the ByLaws and the Rules and Regulations of the Association pertaining to the use and occupancy of the leased Unit shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as they are applicable to the Owner of a Unit. The provisions of this Section shall constitute a covenant and agreement by such tenant occupying a Unit to abide by this Declaration, the ByLaws and the Rules and Regulations, as they may exist from time to time. The Board is hereby deemed to be the agent of each Owner who leases his Unit for the purpose and with the authority to (a) terminate any lease applicable to the Unit as a result of a violation by the tenant of any provisions of this Declaration, the ByLaws or the Rules and Regulations of the Association, and (b) commence legal proceedings, if the Owner of the Unit fails or refuses to commence legal proceedings within twenty (20) days of the date of receipt of written notice from the Association that the lease has been terminated, for the purpose of evicting the tenant from the Unit. In the event that legal proceedings are initiated by the Association to evict a tenant that the Owner of the Unit fails or refuses to evict, the Association may charge all costs and reasonable attorney's fees incurred by it in connection with the eviction proceeding to the Owner and the Owner's Unit. Such costs and attorney's fees shall be added to and become a part of the assessment levied against the Unit and may be collected by the Association in the same manner provided in this Declaration for the collection of assessments. No Unit may be leased for transient or hotel purposes.

1.1.9. Nuisances. No nuisance, noxious, immoral or offensive activity of any sort shall be allowed on the Condominium, nor any use or practice which interferes with the peaceful enjoyment or possession and proper use of the Condominium. For the purpose of this Declaration, a nuisance shall be any activity or condition which is reasonably considered to be an annoyance to persons of ordinary sensibilities and/or which may reduce the desirability of the Condominium. The term "nuisance" shall not include activities of Declarant in regard to the completion of the Condominium. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. Further, no immoral, improper, offensive or unlawful use shall be permitted or made of the Condominium or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Condominium, or any portion thereof, shall be observed. The Board of Directors of the Association shall have the authority to determine whether any use, practice, activity or condition is a nuisance and the Board's reasonable, good faith determination shall be conclusive and binding on all parties.

1.1.10. Rules and Regulations. Rules and Regulations may be adopted by the Board of Directors concerning and governing the use of the Common Elements; provided, however, that such Rules and Regulations shall be uniform and nondiscriminatory. Copies of all such Rules and Regulations shall be furnished to Unit Owners prior to the time they become effective. No Owner, nor any guests, licensee, or

invitee of an Owner, shall violate the Rules and Regulations adopted from time to time by the Board of Directors, whether relating to the use of Units, the use of Common Elements, or otherwise. The Board may impose a fine in an amount as may be determined from time to time on any Owner and the Owner's Unit for each violation of such Rules and Regulations by such Owner, his tenants, guests, invitees or licensees. Any fine levied against an Owner and the Owner's Unit shall be added to and become a part of the assessment levied against the Unit and may be collected by the Association in the same manner provided in this Declaration for the collection of assessments.

1.1.11. Use of Parking Spaces; Towing. The use of parking spaces within the Condominium which have not been designated for the exclusive use of the Owner of a Unit ("Open Parking Spaces") shall be regulated by the Association. Subject to the Section 6.2, the Association shall have the authority to designate Open Parking Spaces for visitor parking only and adopt and publish Rules and Regulations governing the use of all Open Parking Spaces. The Association shall have the authority to lease Open Parking Spaces to Owners; all rental payments received by the Association shall be a part of the fund maintained by the Association for the payment of Common Expenses. Any vehicle parked in an Open Parking Space in violation of the published Rules and Regulations of the Association may be towed at the direction of the Board of Directors. Parking spaces within the Condominium which have been designated for the exclusive use of the Owner of a Unit shall be used for vehicle parking only. If a vehicle is parked in an Owner's designated parking space without the consent of the Owner, the Owner shall have the authority to cause the vehicle to be towed.

1.1.12. Other Requirements. All Unit Owners agree to abide by all requirements imposed by any government agency affecting the Condominium.

1.1.13. Compliance with Governing Documents. No Owner shall do or permit anything to be done in his Unit that is prohibited under any of the Governing Documents of the Condominium.

ARTICLE XXVI.

ARCHITECTURAL CONTROL

Section 26.1. Approval of Additions or Alteration to Units. No Owner of a Unit shall undertake any work in his Unit which would jeopardize the soundness, safety, or operation of the Condominium, reduce the value thereof, or impair an easement or hereditament thereon or thereto. Except as provided herein, no Owner of a Unit shall make structural alteration to a Unit or to the water, gas, or steam pipes, electric and cable television conduits, plumbing, or other fixtures connected therewith until and unless the plans and specifications showing the nature, kind, scope, height, materials, locations, and engineering aspects of work shall have been submitted to and approved by the Board of Directors. No exterior additions or alterations to any Unit, or any fence, wall, or other structure, or any landscaping additions or alterations, or any other action which may affect the Common Elements shall be commenced, erected, or maintained within a Unit or a Limited Common Element until and unless the plans and specifications showing the nature, kind, scope, height, materials, locations, and engineering aspects of such addition or alteration shall have been submitted to and approved by the Board of Directors. The Board of Directors shall have the right to refuse to approve any such plans or specifications or landscaping plans which are not suitable or desirable in its opinion for practical, engineering, aesthetic, or other reasons; and, in so passing upon such plans, the Board of Directors shall have the right to take into consideration the suitability of the proposed improvement and the materials to be used in construction, the harmony thereof with the surroundings, the effect of the improvement as planned on the outlook from the adjacent or neighboring property, and the effect of the proposed improvements on the soundness, safety, or operation of the Condominium. The Board of Directors is expressly authorized to disapprove any proposed addition, improvement or modification for purely

aesthetic considerations. Any and all projects approved by the Board of Directors hereunder shall be performed either by the Association's personnel or by a licensed and insured contractor on the list of contractors approved by the Board of Directors (a "Licensed Contractor"). Any such Licensed Contractor shall carry insurance of such types and in such amounts as the Board of Directors may determine in its reasonable discretion, and any such Licensed Contractor shall provide the Board of Directors with a Certificate of Insurance evidencing such insurance and naming the Association as an additional insured. No Unit Owner shall remove any additions, improvements, or fixtures from a Unit or Limited Common Elements without the prior written approval of the Board of Directors.

Section 26.2. Submission Fee/Approval of Plans. The Board of Directors may establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, engineers, designers and/or inspectors in order to approve such plans and specifications and/or to monitor the work ("the Submission Fee"). The Submission Fee then in effect shall be submitted to the Board of Directors with the plans and specifications. A request for approval of proposed additions or modifications to a Unit shall not be deemed submitted unless the Submission Fee then in effect is included with the plans and specifications. Any request for approval of proposed additions or modifications to a Unit which are covered by this Section shall be deemed approved by the Board of Directors unless disapproval or a request for additional information is transmitted to the Owner by the Board of Directors within forty-five (45) days after the date of receipt by the Board of Directors of the request (with the required Submission Fee); provided that, no such deemed approval shall operate to permit an Owner to do any act or make any alterations or additions to a Unit that violates any provision of this Declaration. Further, the approval of any plans and specifications by the Board of Directors shall not be construed in any respect as a representation or warranty by the Board of Directors or any engineer, architect, designer or inspector engaged by the Association that the proposed work, as designed or constructed, conforms with any applicable building codes or governmental laws or regulations or is suitable or fit for the intended purpose.

Section 26.3. Liability for Plans. Neither the Board of Directors, nor Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval or to any Unit Owners by reasons of mistake in judgment, negligence, gross negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications or in connection with the enforcement of the covenants contained in this Declaration. Every Unit Owner or other person who submits plans for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board, or Declarant to recover any such damages. Approval by the Board or Declarant shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Unit Owner or other person submitting plans to the Board of Directors to comply therewith.

Section 26.4. Custom Design Criteria. In addition to any other provisions hereof relating to the alteration, maintenance, decoration or repair of any Unit, each Owner shall comply with the standards set by the Custom Design Criteria in effect at the time any alterations or modifications are made to such Owner's Unit or the Owner decorates his Unit. The object of the Custom Design Criteria is to insure the design integrity of the Buildings and to set standards for the alteration, maintenance, decoration or repair of any Unit by an Owner after initial construction by the Declarant. The Custom Design Criteria are not intended to control the initial construction by the Declarant. The Board shall promulgate the Custom Design Criteria and shall have the sole right to enforce same with respect to Units. Approval by the Board of any modification, alteration or decoration of a Unit shall be conclusive as to compliance with the standards set by the Custom Design Criteria unless the representations made to the Board by the Owner of such Unit with respect to such modification, alteration or decoration are incorrect or unless the facts upon which the Board makes its decisions shall materially change. Amendment or modification of the Custom Design Criteria

shall be in the sole control and at the sole discretion of the Board from time to time. No amendment of the Custom Design Criteria, however, shall be retroactive or shall be applicable to any modification, alteration or decoration of a Unit made upon the approval of the Board or made or undertaken in good faith based upon the Custom Design Criteria in effect immediately prior to the date of enactment of such amendment and in progress at the date the amendment is voted on.

ARTICLE XXVII.

ACCEPTANCE OF PROVISIONS OF ALL DOCUMENTS

Section 27.1. Acceptance. The conveyance or encumbrance of a Unit shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the duly adopted Rules and Regulations and resolutions of the Association and its Board of Directors; and each shall be binding upon each grantee or encumbrancer without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

ARTICLE XXVIII.

MISCELLANEOUS

Section 28.1 General.

1.1.1. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word, or the application thereof, or any circumstances thereof are invalidated, such invalidity shall not affect the validity of the remainder of this Declaration; and the application of any such provision, paragraph, sentence, clause, phrase, or work and any other circumstances shall not be affected thereby.

1.1.2. Singular/Plural. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

1.1.3. Paragraph References. Paragraph titles are for the convenience of reference and are not intended to limit, comment, enlarge, or change the meaning of the contents of the various paragraphs.

1.1.4. Enforcement. The terms and provisions of this Declaration may be enforced, through judicial action or otherwise, in accordance with the terms hereof by the Association, Declarant during any period which Declarant is entitled to appoint any Board Member, or by any Unit Owner aggrieved by any violation of the terms and provisions hereof.

1.1.5. Waiver. No failure by the Association to insist upon the strict compliance or performance with any term or provision contained in this Declaration shall constitute a waiver of any such term or provision unless such waiver is made in writing by the Association. Any waiver of a breach or violation made by the Association in writing shall not prevent a subsequent act which constitutes a violation of any term, provision, or covenant hereunder from having all the force and affect of a violation or prevent the Association from exercising all of its rights and remedies hereunder.

1.1.6. No Obligations. Nothing contained in the Declaration shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any improvements except to the extent required by the Act.

1.1.7. Governing Law. THIS DECLARATION AND THE BYLAWS, ARTICLES,

AND RULES AND REGULATIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM SHALL BE IN HARRIS COUNTY, TEXAS.

1.1.8. Utilities. Each Owner shall pay for his own utilities which are separately metered and billed to each Unit by the respective utility companies or by the Association. Utility expenses which are not separately billed or metered shall be part of the Common Expenses and each Owner shall pay his pro-rata share thereof as in the case of other Common Expenses.

1.1.9. Usury. It is expressly stipulated that the terms of this Declaration and the Bylaws shall at all times comply with the usury laws of the State of Texas. If such laws are ever revised, repealed, or judicially interpreted so as to render usurious any amount called for hereunder or under the Bylaws or contracted for, charged or received in connection with any amounts due hereunder or under the Bylaws, or if the Association's exercise of any provisions hereof or of the Bylaws results in any party having paid any interest in excess of that permitted by applicable law, then it is the Association's and/or Declarant's express intent that all excess amounts theretofore collected by the Association's and/or Declarant's express intent that all excess amounts theretofore collected by the Association be credited on the principal balance of any indebtedness (or, if the indebtedness has been paid in full, refunded to the payor), and the provisions of this Declaration and the Bylaws immediately be deemed reformed and the amounts thereafter collected be reduced, without the necessity of execution of any new document, so as to comply with then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

1.1.10. Conflict Between Provisions. In the event of any conflict among the terms and provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws, the Rules and Regulations or applicable law, or between any of them, the Bylaws shall control over the Rules and Regulations; the Articles of Incorporation shall control over both the Bylaws and the Rules and Regulations; this Declaration shall control over the Articles of Incorporation, the Bylaws and the Rules and Regulations; and applicable law shall control over all of the foregoing.

Execution Page to Follow.

EXECUTED on this 25th day of October, 2005, to be effective upon recording in the Condominium Records of Harris County, Texas.

DECLARANT:

DUN HUANG, L.P.
a Texas limited partnership
By: **Dun Huang I, Inc.**
its General Partner

By: 

Name: David Wu

Its: Vice President

DUN HUN, L.P.
a Texas limited partnership
By: **Dun Huang I, Inc.**
its General Partner

By: 

Name: David Wu

Its: Vice President

OFFICE OF
SHERYL S. SAIDMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 193204

DUN HUANG PLAZA FIRST AMENDED
AND RESTATED DECLARATION
FOR CONDOMINIUM

THIS IS PAGE 9 OF 19 PAGES
REDUCTION BY CAMERA REPRODUCTION

ASSOCIATION:

DUN HUANG PLAZA ASSOCIATION, INC.
a Texas non-profit corporation

By: 

Name: Thomas Wang

Its: Manager

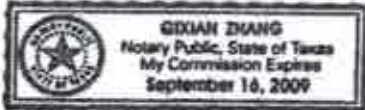
NOTARY'S ACKNOWLEDGMENT

STATE OF TEXAS

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§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on October 25, 05 by David Wu,
Vice President of Dun Hun I, Inc., a Texas corporation, as the general partner of Dun Huang,
L.P., a Texas limited partnership, on behalf of said limited partnership.



Qixian Zhang
Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on October 25, 2005 by David Wu,
Vice President of Dun Hun I, Inc., a Texas corporation, as the general partner of Dun Hun, L.P.,
a Texas limited partnership, on behalf of said limited partnership.



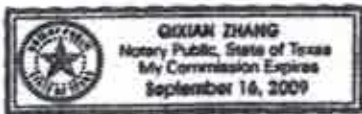
Qixian Zhang
Notary Public, State of Texas

STATE OF TEXAS

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§

COUNTY OF HARRIS

This instrument was acknowledged before me on October 25, 05 by Thomas Wang,
Manager of Dun Huang Plaza Association, Inc. a Texas non-profit corporation, on behalf
of said corporation.



Qixian Zhang
Notary Public, State of Texas