

**FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
DUN HUANG PLAZA**

Becky R. King
COUNTY CLERK
HARRIS COUNTY

A COMMERCIAL CONDOMINIUM DEVELOPMENT IN HARRIS COUNTY, TEXAS

STATE OF TEXAS

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COUNTY OF HARRIS

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THIS FOURTH AMENDMENT (the "Fourth Amendment") dated as of April 1, 2009 (the "Effective Date"), to the Declaration of Covenants, Conditions, Restrictions and Easements of Dun Huang Plaza, a Commercial Condominium Development in Harris County, Texas" (the "Original Declaration"), which had been recorded in the Condominium Records of Harris County, Texas on May 8, 2003 under Film Code No. 186051 and under Clerk's File No. W65055; said the entire Original Declaration had been amended, restated and replaced by the First Amended and Restated Declaration of Condominium for Dun Huang Plaza, recorded in the Condominium Records of Harris County Texas, on October 27, 2005, under File Number Y857110, and Film Code No. 193198 (the "First Amendment and Restatement"), and had been amended by the Second Amendment to Declaration of Condominium for Dun Huang Plaza dated November 1, 2005 (the "Second Amendment"), which had been recorded in the Condominium Records of Harris County, Texas on November 10, 2005, under File Number Y889932, and Film Code No. 200999908, and it had been further amended by the Third Amendmnet to Declaration of Condominium for Dun Huang Plaza dated November 11, 2005, recorded in the Condominium Records of Harris County Texas, on November 16, 2005, under File Number Y903197 and Film Code No. 100977379 (the "Third Amendment")

The Original Declaration, the First Amendment and Restatement, the Second Amendment and the Third Amendment collectively known as the "Declaration". Capitalized terms used in this Fourth Amendment shall have the same meaning as given in the Declaration.

WHEREAS, Articles XXI of the Declaration provides that the Declaration may be amended by the Unit Owners owning at least sixty-seven (67%) of Allocated Interest in the Condominium; and

WHEREAS, Declarant updated its floor plans for the Building D, E and parking garage recently; and

WHEREAS, Declarant desires to convey and transfer the certain 0.2213 acres tract known as the Easement Tract as described in the Page 3 and Page 4 of the Exhibit "A" of the Declaration to a third party, that is, Declarant decides to withdraw the said Easement Tract from the Condominium pursuant to its Development Rights described in Section 15.2. Sub-section 1.2.1.f of the Declarant; and

WHEREAS, pursuant to the subsection 1.2.3 and subsection 1.2.4 of the Section 15.2 of the Declarant, Declarant shall recorded an amendment to the Declaration re-allocating the Allocated Interests and filed supplemental Plats because Declarant elects to exercise the above-described Development Rights as specified in the Declaration; and

NOW THEREFORE, the following amendments or restatements are hereby adopted and fully incorporated in the Declaration:

- 1. **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, survey or plans attached hereto as Page 1 of the Exhibit "B" and Page 3 and Page 4 of the Exhibit "C".
- 2. **Section 2.17. Dun Huang Supermarket Building.** "Dun Huang Supermarket Building" means a building, also known as Building B, described on the plat, survey or plans attached hereto as Page 1 of the Exhibit "B" and Page 3 and Page 4 of the Exhibit "C".
- 3. **Section 2.32. Majority.** "Majority" shall mean more than fifty percent (50%) of the total eligible number.
- 4. **Section 6.5. Parking Garages – 1.1.1. Parking Garage Number #1.** This entire subsection shall be replaced with the following language:

"The Parking Garage Number #1 as indicated in the Page 5, 6, 7 & 8 of the Exhibit "C" and Page 1, 2, 3 & 4 of the Exhibit "E", shall be operated by the Association or its designated agent. The use of parking spaces in the Parking Garage which have not been assigned or designated for the exclusive use of the Owner of a Unit ("Open Parking Spaces") and any other parking spaces in the Parking Garage shall be regulated by the Association. The Association shall have the authority to designate the Open Parking Spaces for visitor parking area subject to the Association's reasonable discretion 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 (if any) 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 or in any other parking spaces in violation of the published Rules and Regulations of the Association may be towed. Parking spaces within the Parking Garages 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 inform the Association to cause the vehicle to be towed."

- 5. **Section 6.5. Parking Garages – 1.1.2. Parking Garage Number #2.** This entire subsection shall be replaced with the following language:

"The Parking Garage Number #2 as indicated in the Page 21, 22, 23 & 24 of the Exhibit "C" and Page 5, 6, 7 & 8 of the Exhibit "E", shall be operated by the Association or its designated agent. The use of any parking spaces in the Parking Garage shall be regulated by the Association. The Association shall have the authority to designate the Open Parking Spaces for visitor parking area subject to the Association's reasonable discretion 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 (if any) 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 or in any other parking spaces in violation of the published Rules and Regulations of the Association may be towed. Parking spaces within the Parking Garages 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 inform the Association to cause the vehicle to be towed."

6. **Section 8.1. Description of Unit.** The second paragraph shall be replaced with the following language:

The following described Condominium Unit and Limited Common Elements appurtenant thereto, together with an undivided interest in the General Common Elements located in and being part of Dun Huang Plaza, a commercial Condominium Project in Harris County, Texas, as fully described in and as located, delineated and as defined in the Condominium Declaration for Dun Huang Plaza, together with the survey plat, and Exhibits attached thereto, recorded under Film Code No. 186051, 193198, 193284 and 193287 or any other amendments of the Condominium Records of Condominium Unit _____, in Building _____, and the space encompassed by the boundaries thereof.

7. **Section 12.1. Maintenance, Repair, and Alteration.** This entire Section 12.1 shall be added with the following language:

The Owner's maintenance, repair and/or replacement responsibility shall include, but not be limited to the following: the exterior glass surfaces, windows, window frames, casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit; all portions of the heating and air conditioning system, including the air conditioning compressor and the fan coil serving the Unit; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines ducts, conduits, or other apparatus serving the Unit).

8. **Section 14.9. Common Area Pylon Sign.** This entire section shall be deleted.
9. **Section 14.10. Signage Easement.** This entire section shall be deleted.
10. **Section 15.3. Declarant's Other Reservation.** This entire section shall be removed.
11. **Section 25.1. Use Restrictions - Units.**

1.1.1 Restrictions on Use.

(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.

(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.

(e) Building E. In Building E, 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, financial institution, restaurant or office space.

12. **Section 28.1. Miscellaneous - General.**

1.1.11. Dispute Resolution. Prior to filing a lawsuit against the Declarant, Association, the Board or any officer, director, of the Association or the Declarant or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors and follow the dispute resolution process outlined herein. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall schedule this hearing for a date not less than seven (7) or more than twenty-one (21) days from the date of receipt of the request. Further, no lawsuit between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: the Declarant, Owners; the Board of Directors; officer in the Association; the Association; or the managing agent, if any. The provisions of this Section shall not apply to the collection of assessments, enforcement of the Declaration, and/or rules and regulations by the Association. In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will be attorney-mediator skilled in community association law.

In order to be eligible to mediate a dispute under this provision, a mediator may not own or lease any Unit within the Condominium, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. The Board may maintain a list of potential mediators, but the parties will be in no way limited to their choice by this list. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

1.1.12. SECURITY. THE DECLARANT, ASSOCIATION, ITS BOARD OF DIRECTORS AND OFFICERS, ITS MANAGER, EMPLOYEES, AGENTS AND/OR ITS ATTORNEYS (COLLECTIVELY, THE "ASSOCIATION AND

RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. UNIT OWNER AND TENANT ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE CONDOMINIUM UNIT BEING LEASED, GUESTS AND INVITEES OF ANY UNIT OWNER OR PERMITTEE, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. UNIT OWNER AND TENANT, ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE UNIT BEING LEASED, GUESTS AND INVITEES OF A UNIT OWNER OR TENANT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH UNIT OWNER, TENANT AND OCCUPANT OF ANY UNIT ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES THE RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY CONDOMINIUM UNIT OWNER OR TENANT ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

13. **Exhibit "A" – Legal Description.** Tract I, Tract II and Tract III shall be controlled by the Declaration and the new property description replaces the original property description found in the Declaration, shown as Exhibit "A". The Easement Tract shown in the Declaration has been removed from the new Exhibit "A". The Property now consists of three (3) tracts of land containing approximately total 13.2887 acres (which consists of 5.4238 acre, 2.4209 acres and 5.4440 acres respectively).
14. **Exhibit "B" – Plan.** The entire Exhibit "B" –Plan in the Declaration shall be replaced by the updated Plan attached to this Fourth Amendment.

15. **Exhibit "C" – Floor Plan.** The entire Exhibit "C" – Floor Plan in the Declaration shall be replaced by the updated Floor Plan attached to this Fourth Amendment.
16. **Exhibit "D" – Percentage of Ownership – Interest in Each Building.** The entire Exhibit "D" in the Declaration shall be replaced by the updated Percentage of Ownership – Interest in Each Building attached to this Fourth Amendment.
17. **Exhibit "E" – Parking Garage Description.** The entire Exhibit "E" – Parking Garage Description in the Declaration shall be replaced by the updated description attached to this Fourth Amendment.
18. **Exhibit "F" – Signage Elevation.** The entire Exhibit "F" – Signage - Elevation Description in the Declaration shall be removed.
19. **Exhibit "G" – Signage Easement.** The entire Exhibit "G" – Signage Easement Description in the Declaration shall be removed.
20. **Exhibit "H" – Reserved Area.** The entire Exhibit "H" – Reserved Area Description in the Declaration shall be removed.

Except as expressly set forth herein, all of the terms, conditions and agreements in the Declaration thereto shall remain in full force and effect. This Fourth Amendment shall be deemed to be coexistent and coterminous with the Declaration, and be governed by the applicable terms, conditions and provisions of the Declaration.

The undersigned, Wen-Wen Chou, as the Vice President of the Association and attorney-in-fact for the Owners, acknowledges and certifies that the foregoing Fourth Amendment to the Declaration was approved by Owners owning at least sixty-seven (67%) of all Ownership Interests in the Condominium.

IN WITNESS WHEREOF this Fourth Amendment has been executed on this 20th day of April, 2009.

Execution Page to Follow

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

By: 
Wen-Wen Chou, Vice President

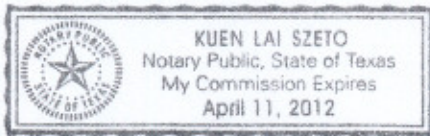
NOTARY'S ACKNOWLEDGMENT


STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on April 20, 2009 by Wen-Wen Chou, the Vice President of Dun Huang Plaza Association, Inc., a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

CONSENT TO THE FOURTH AMENDMENT

The undersigned, being the holder of the existing mortgage or lien upon and against the land and property described in the foregoing Declaration of Condominium, hereby consents to the Fourth Amendment as required by the Texas Uniform Condominium Act.

Signed by the undersigned this 20th day of April, 2009.

LIEN HOLDER:

METROBANK, N.A.
a national banking association

By: [Signature]

Name: JOE WANG

Title: S.V.P.

NOTARY'S ACKNOWLEDGMENT

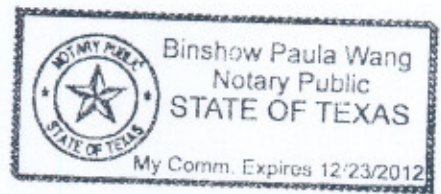
STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Joe Wang S.V.P. of MetroBank, N.A., a national banking association, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that execution of the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this 20th day of April, 2009.



[Signature]
Notary Public, State of Texas

After recording please return to:

Dun Huang Plaza Association, Inc.
7001 Corporate Drive, Suite 200
Houston, Texas 77036

EXHIBIT "A"
DUN HUANG PLAZA
LEGAL DESCRIPTION

TRACT 1 **DUN HUANG, L.P.**

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

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

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

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

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

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

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

THENCE: Along said common line, North 84 deg 51 min 37 sec East, a distance of 261.70 feet to a set 5/8-inch iron rod with cap, the northeast corner of said 1.2732 acre tract, the POINT OF BEGINNING, and the northwest corner of the herein described tract;

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

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

THENCE: Along the north line of said 11.7942 acre tract, South 87 deg 11 min 36 sec West, a distance of 294.74 feet, to a found 5/8-inch iron rod, the southeast corner of a 6.6109 acre tract conveyed to Harrods Beltway,

LTD, recorded in H.C.C.F. NO. T258052, and the southwest corner of the herein described tract:

THENCE: North 02 deg 48 min 24 sec West, along the east line of said 6.6 109 acre tract, being the west line of the herein described tract, a distance of 494.13 feet, to a found 5/8-inch iron rod, the northeast corner of said 6.6109 acre tract and the southeast corner of said 1.9732 acre tract, an angle point of the herein described tract;

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

TRACT II DUN HUANG, L.P.

A 2.4209 ACRE (105,452 SQUARE FEET) TRACT OF LAND BEING OUT OF THE REMAINDER OF A 12.0693 ACRE TRACT, CONVEYED TO AGRITRUST DEVELOPMENT I, LTD. RECORDED IN HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) R988942, OUT OF UNRESTRICTED RESERVE "D", BLOCK 4, OF WESTWOOD CENTER, SECTION THREE, A SUBDIVISION RECORDED IN VOLUME 243, PAGE 89 OF THE HARRIS COUNTY MAP RECORDS, LOCATED IN THE DAVID HANSON SURVEY, ABSTRACT 381, CITY OF HOUSTON, HARRIS COUNTY, TEXAS.

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

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

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

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

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

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

THENCE: Along said common line, North 84 deg 51 min 37 sec East, a distance of 568.72 feet to a found 5/8-inch iron rod with cap, the northeast corner of a called 5.43 acre tract, conveyed to Asset Glory Holding, Ltd., recorded in H.C.C.F. No. U201684, and the northwest corner of a called 5.444 acre tract conveyed to Perfect Shirt, Inc. recorded in H.C.C.F. No. W013139;

THENCE: Departing the south line of Bellaire Boulevard, along the east line of said 5.43 acre tract and the west line of said 5.444 acre tract, South 02 deg 48 min 23 sec East, a distance of 601.56 feet to a found 5/8-inch iron rod with cap, the southwest corner of said 5.444 acre tract, the POINT OF BEGINNING, the northwest corner of said Remainder tract and the herein described tract;

THENCE: Along the south line of said 5.444 acre tract, North 87 deg 11 min 36 sec East, passing a found 5/8-inch iron rod, a distance of 401.66 feet at the southeast corner of said 5.444 acre tract and the southwest corner of a called 2.1295 acre tract conveyed to Corporate Plus, L.P. recorded in H.C.C.F. No. V749909, for a total distance of 575.53 feet, to a found 1/2-inch iron rod, a point the westerly line of Corporate Drive, R.O.W. varies, the southeast corner of said 2.1295 acre tract and the northeast corner of the herein described tract;

THENCE: Along the westerly line of Corporate Drive, around a curve to the left whose radius equals 1032.50 feet, with a central angle of 12 deg 08 min 59 sec, an arc length of 218.95 feet, having a chord distance of 218.54 feet bearing South 20 deg 57 min 45 sec West, to a found 5/8-inch iron rod, the northeast corner of an 11.7942 acre tract, conveyed to Alief Independent School District recorded in H.C.C.F. No. R799009, the southeast corner of said Remainder tract and the herein described tract;

THENCE: Along the north line of said 11.7942 acre tract, South 87 deg 11 min 36 sec West, a distance of 487.45 feet to a found 5/8-inch iron rod with cap, the southeast corner of said 5.43 acre tract and the southwest corner of the herein described tract;

THENCE: Along the east line of said 5.43 acre tract, North 02 deg 48 min 23 sec West, a distance of 200.00 feet to the POINT OF BEGINNING and containing 2.4209 acres or 105,452 square feet of land, more or less.

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

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FILM CODE _____

DUN HUANG PLAZA FOURTH
AMENDMENT TO DECLARATION
OF CONDOMINIUM

THIS IS PAGE 3 OF 14 PAGES

SCANNER KM-4890w

TRACT III DUN HUN, L.P.

A 5.4440 ACRE (237,143 SQ. FT.) TRACT OF LAND BEING OUT OF A 12.0639 TRACT CONVEYED BY DEED TO AGRITRUST DEVELOPMENT I LTD., RECORDED IN HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) R988942 OUT OF BLOCK 4, RESERVE "D" OF WESTWOOD CENTER SECTION THREE, A SUBDIVISION OF RECORD IN VOLUME 243, PAGE 89, HARRIS COUNTY MAP RECORDS, LOCATED IN THE DAVID HANSON SURVEY, ABSTRACT 381, CITY OF HOUSTON, HARRIS COUNTY, TEXAS.

COMMENCING: At a found 5/8-inch iron rod at the most northerly corner of a cutback at the intersection of the south line of Bellaire Boulevard, 120-foot right of way (R.O.W.) and the west line of Corporate Drive R.O.W. varies:

THENCE: Along the south line of Bellaire Boulevard, South 84 deg 51 min 37 sec West, a distance of 337.34 feet to a found 5/8-inch iron rod with cap, the northwest corner of a 0.7616 acre tract conveyed to Wang-Chu Partnership and the northeast corner of the herein described tract;

THENCE: Departing the south line of Bellaire Boulevard, South 05 deg. 08 min. 23 sec. East, a distance of 617.42 feet, to a set 5/8 inch iron rod with cap, the southeast corner of the herein described tract;

THENCE: South 87 deg. 11 min. 36 sec. West, a distance of 401.66 feet to a set 5/8 inch iron rod with cap, a point in the west line of said 12.0693 acre tract and the east line of the remainder of a 21.1948 acre tract conveyed by deed to Louisville Landmark, Ltd. recorded in H.C.C.F. No. R988944, the southwest corner of the herein described tract;

THENCE: North 02 deg. 48 min. 23 sec. West, a distance of 601.56 feet to a set 5/8 inch iron rod with cap, a point in the south line of Bellaire Boulevard, the northeast corner of said Remainder, and the northwest corner of the herein described tract;

THENCE: Along the south line of Bellaire Boulevard and the north line of said 12.0693 acre tract, North 84 deg. 51 min. 37 sec. East, a distance of 376.83 feet to the POINT OF BEGINNING and containing 5.4440 acres or 237,143 square feet of land, more or less.

EASEMENT TRACT - DESCRIPTION

[INTENTIONALLY DELETED & REMOVED]

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

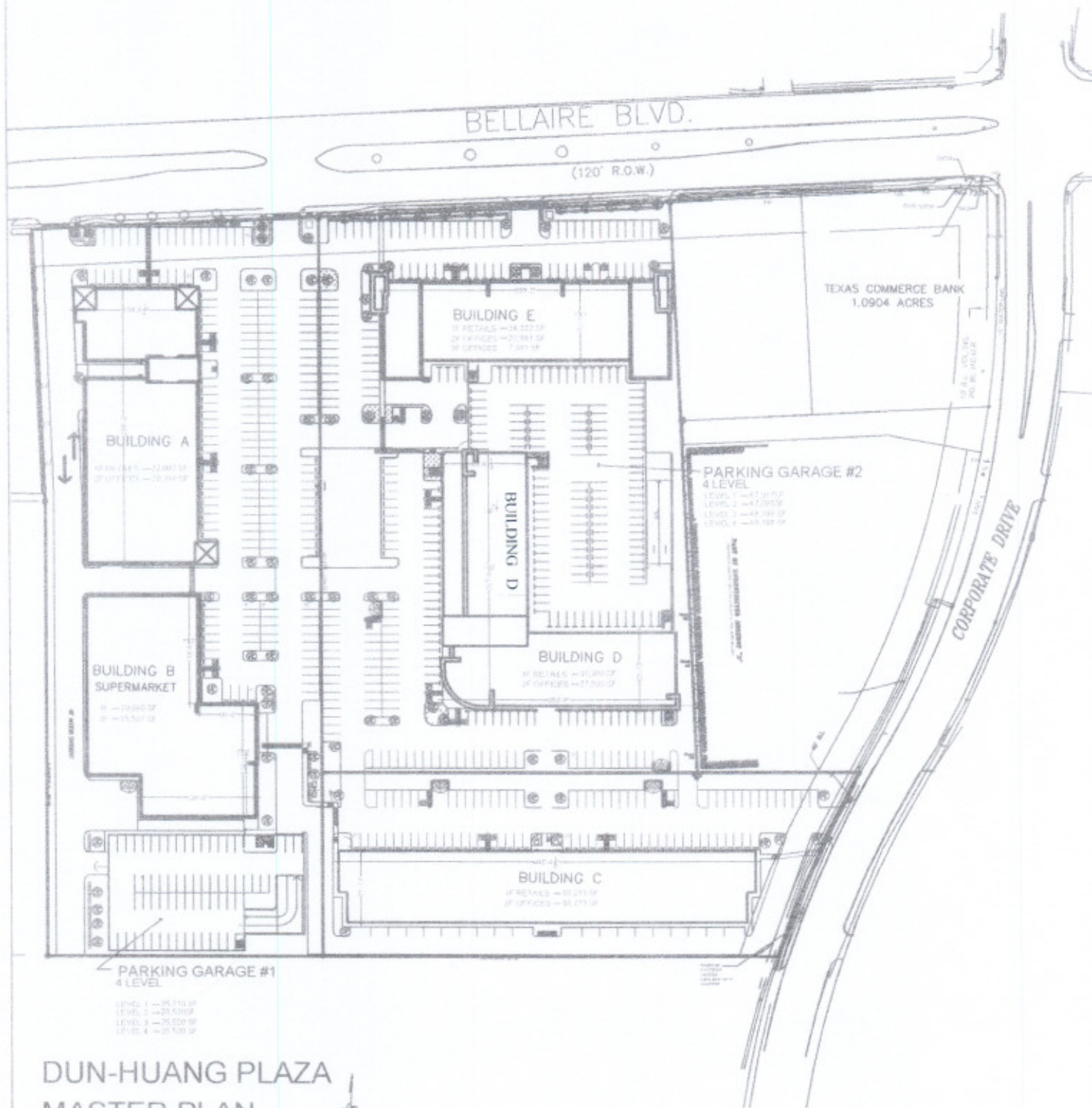
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DUN HUANG PLAZA FOURTH
AMENDMENT TO DECLARATION
OF CONDOMINIUM

THIS IS PAGE 4 OF 14 PAGES

SCANNER KM-4850w

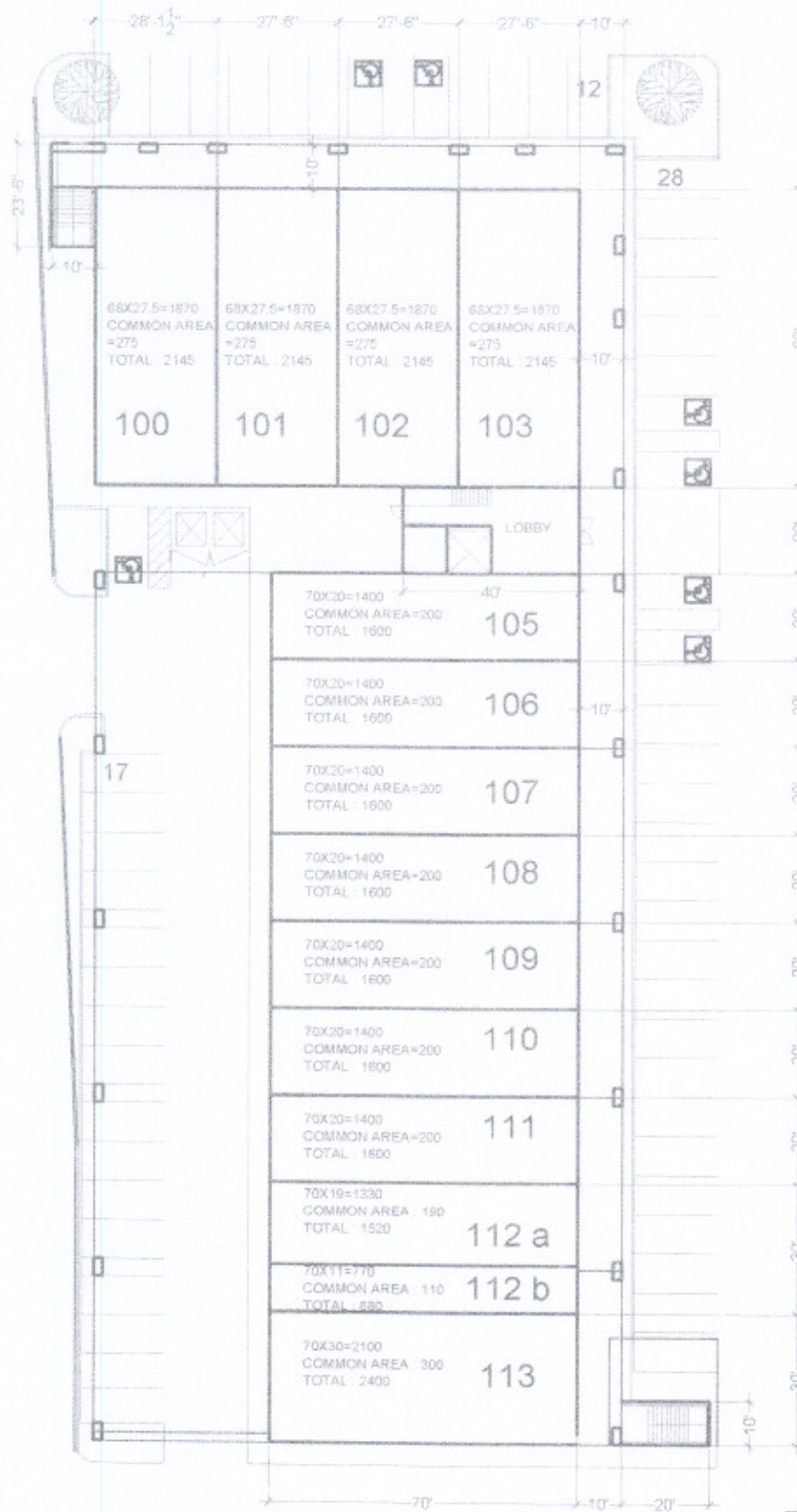
EXHIBIT "B" MASTER PLAN



DUN-HUANG PLAZA MASTER PLAN

032608
REVISED 03052009

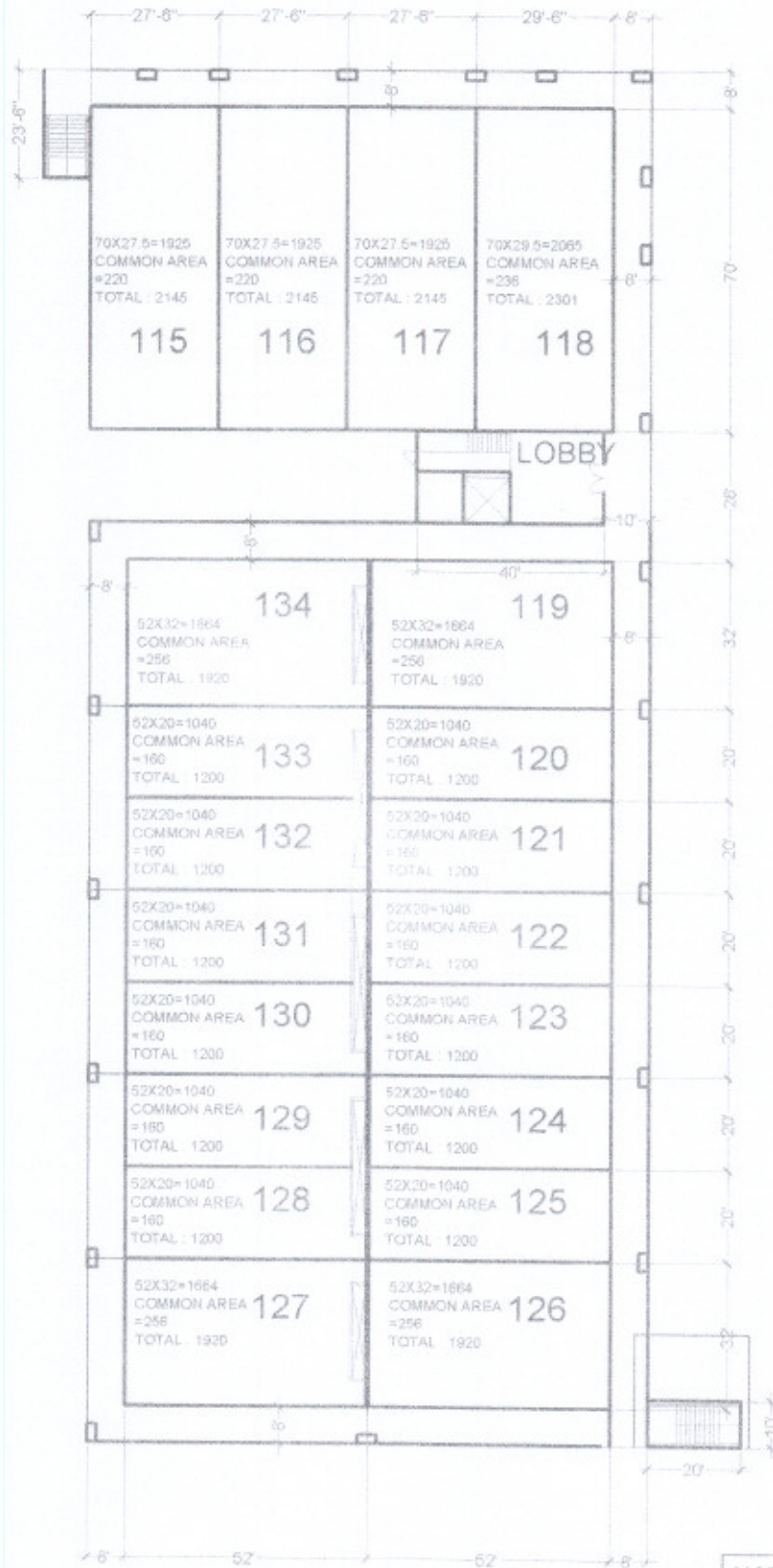
EXHIBIT "C" BUILDING A



BUILDING A
FIRST FLOOR PLAN

NOTE:
ALL THE DIMENSIONS, FLOOR AREA ARE
FOR DESIGN PURPOSE ONLY

EXHIBIT "C" BUILDING A

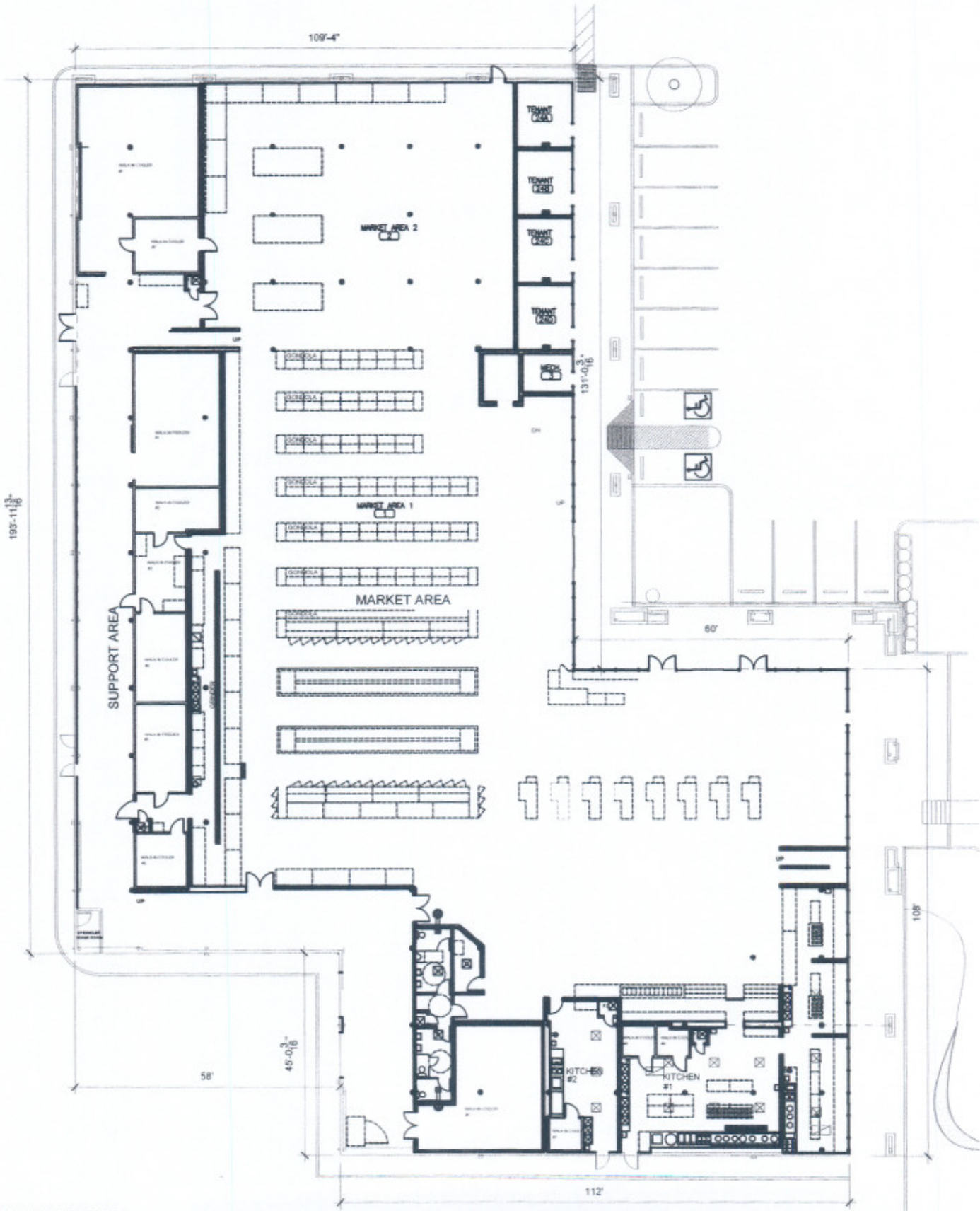


BUILDING A
SECOND FLOOR PLAN
EXHIBIT "C" - PAGE 2 OF 27

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NOTE: **sunyo**
ALL THE DIMENSIONS, FLOOR AREA ARE
FOR DESIGN PURPOSE ONLY

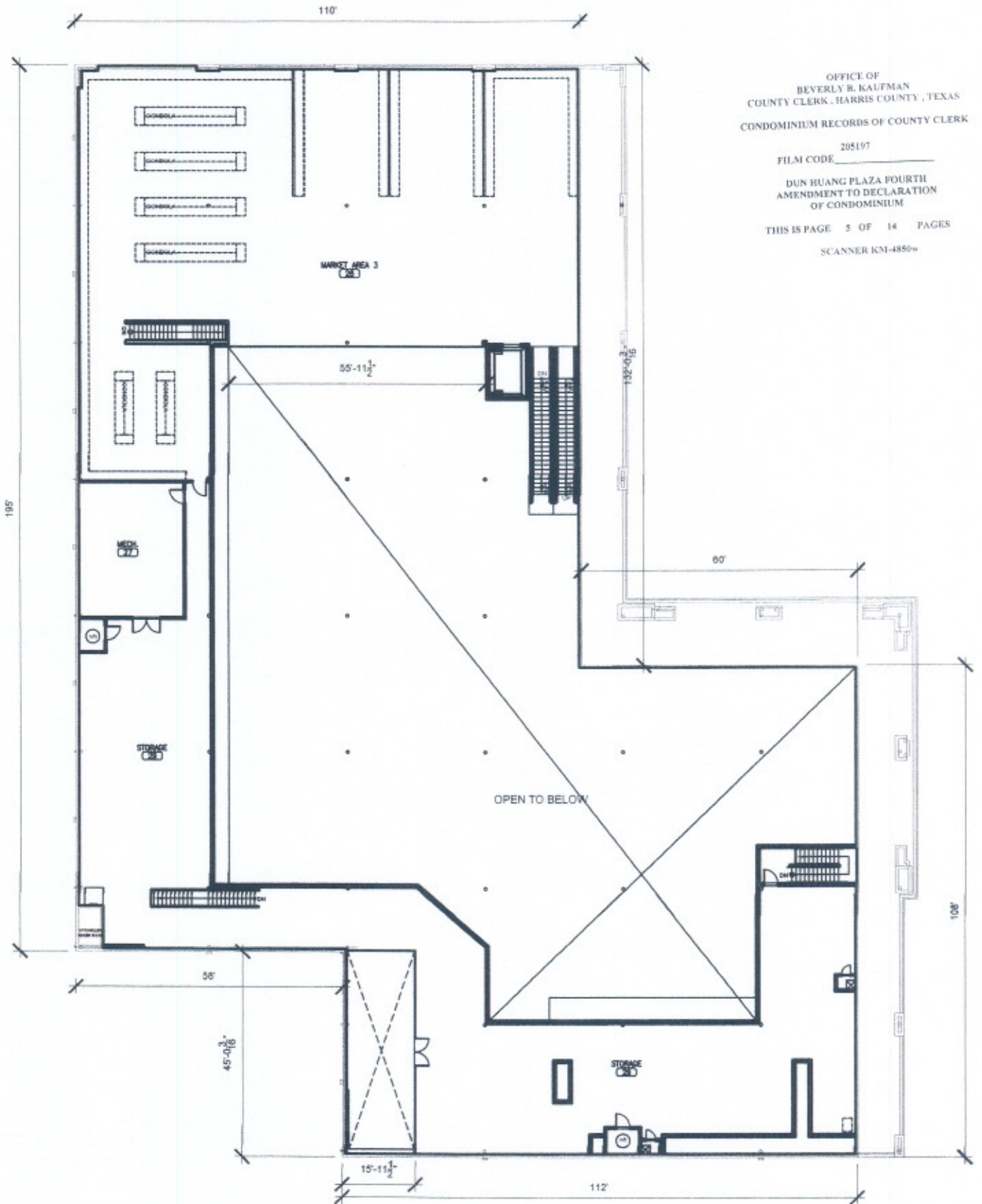
EXHIBIT "C" BUILDING B



BUILDING B
FIRST FLOOR PLAN --29,090 SF
EXHIBIT "C"-PAGE 3 OF 27

NOTE:
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EXHIBIT "C" BUILDING B



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OF CONDOMINIUM

THIS IS PAGE 5 OF 14 PAGES

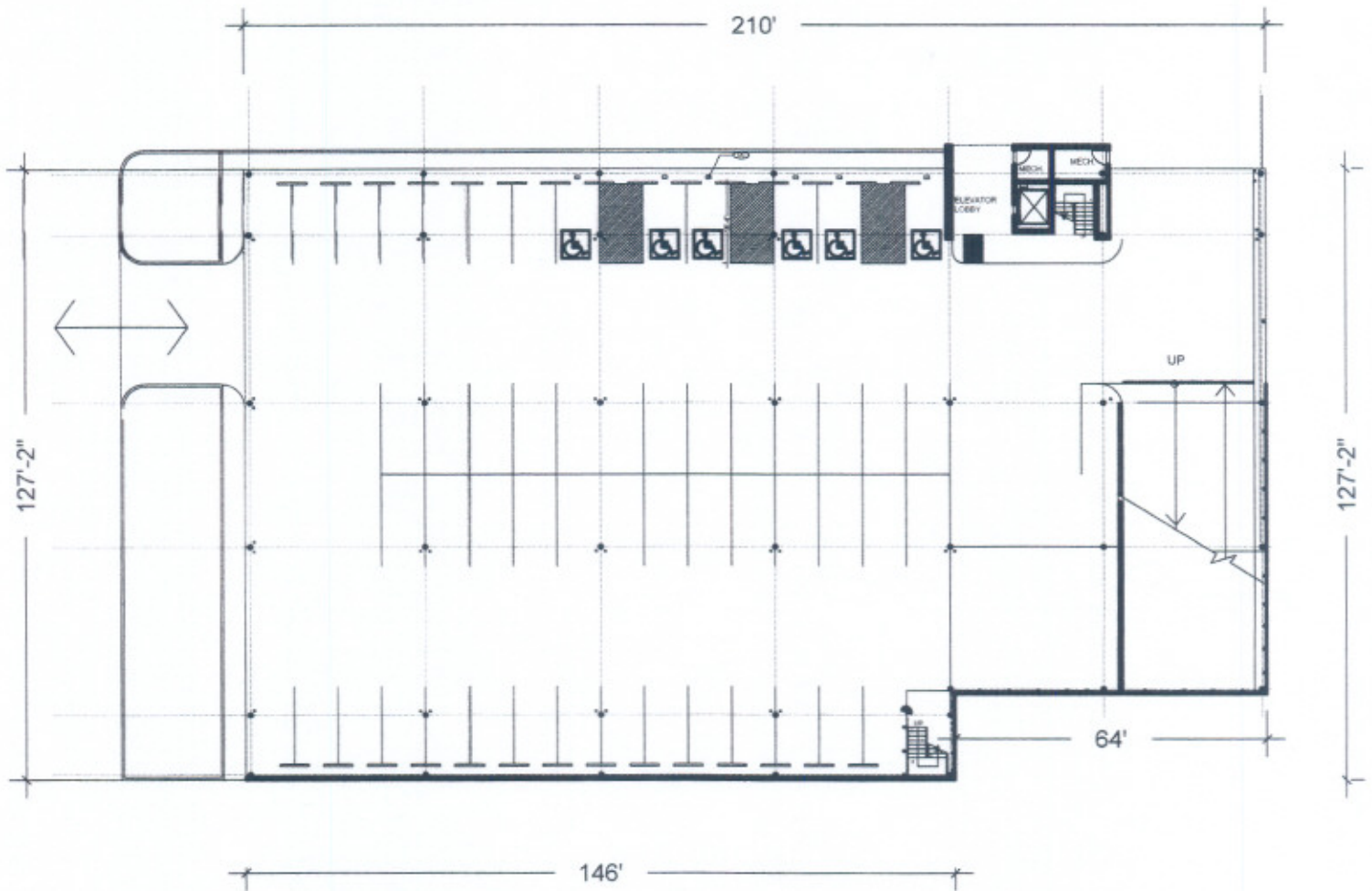
SCANNER KM-4850w

BUILDING B
SECOND FLOOR PLAN--15,587 SF

EXHIBIT "C"-PAGE 4 OF 27

NOTE:
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ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "C" PARKING GARAGE #1

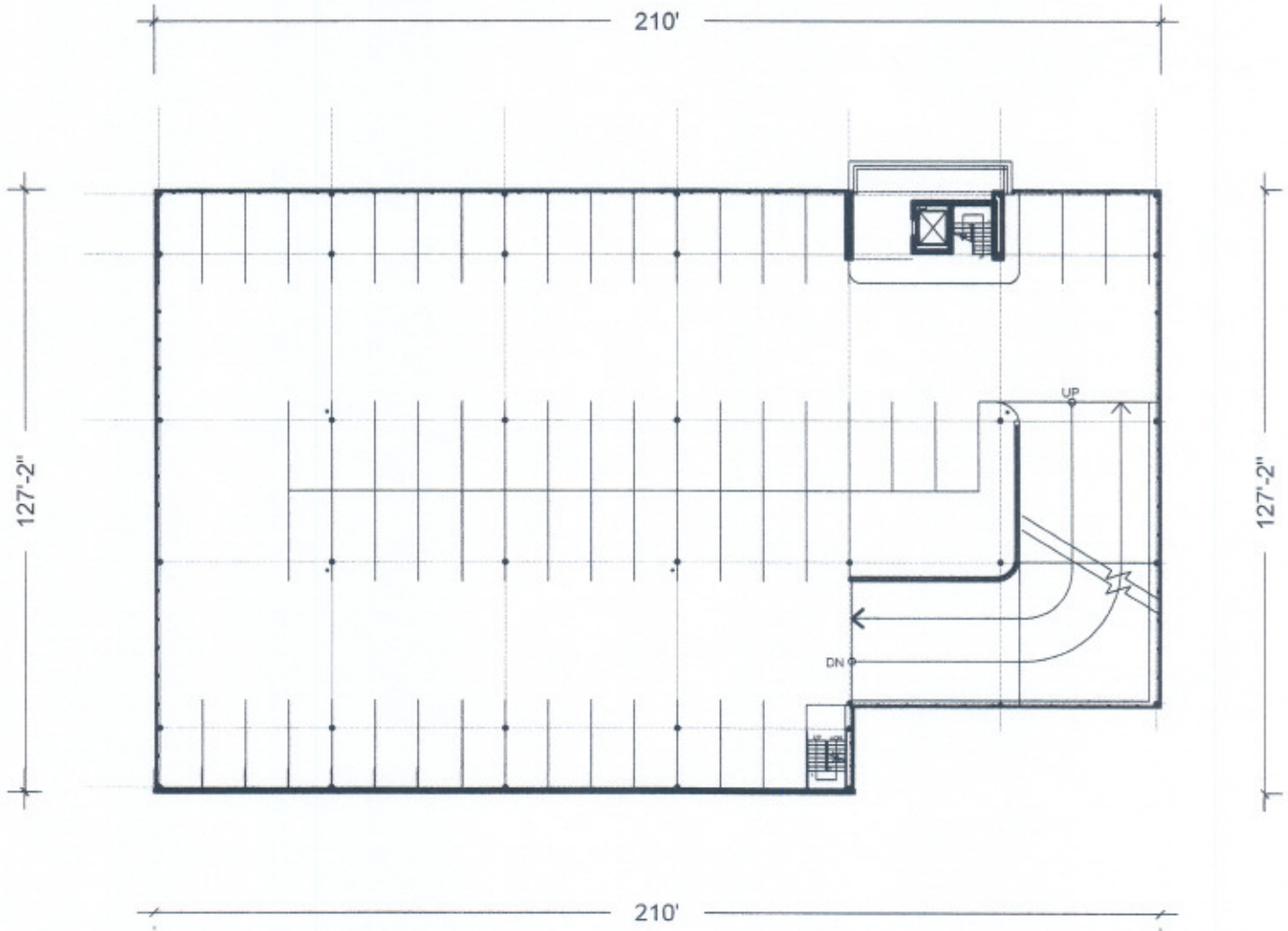


PARKING GARAGE #1
LEVEL 1-25,710 SF (APPRO. 54 SPACE)

EXHIBIT "C"-PAGE 5 OF 27

NOTE:
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ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "C" PARKING GARAGE #1

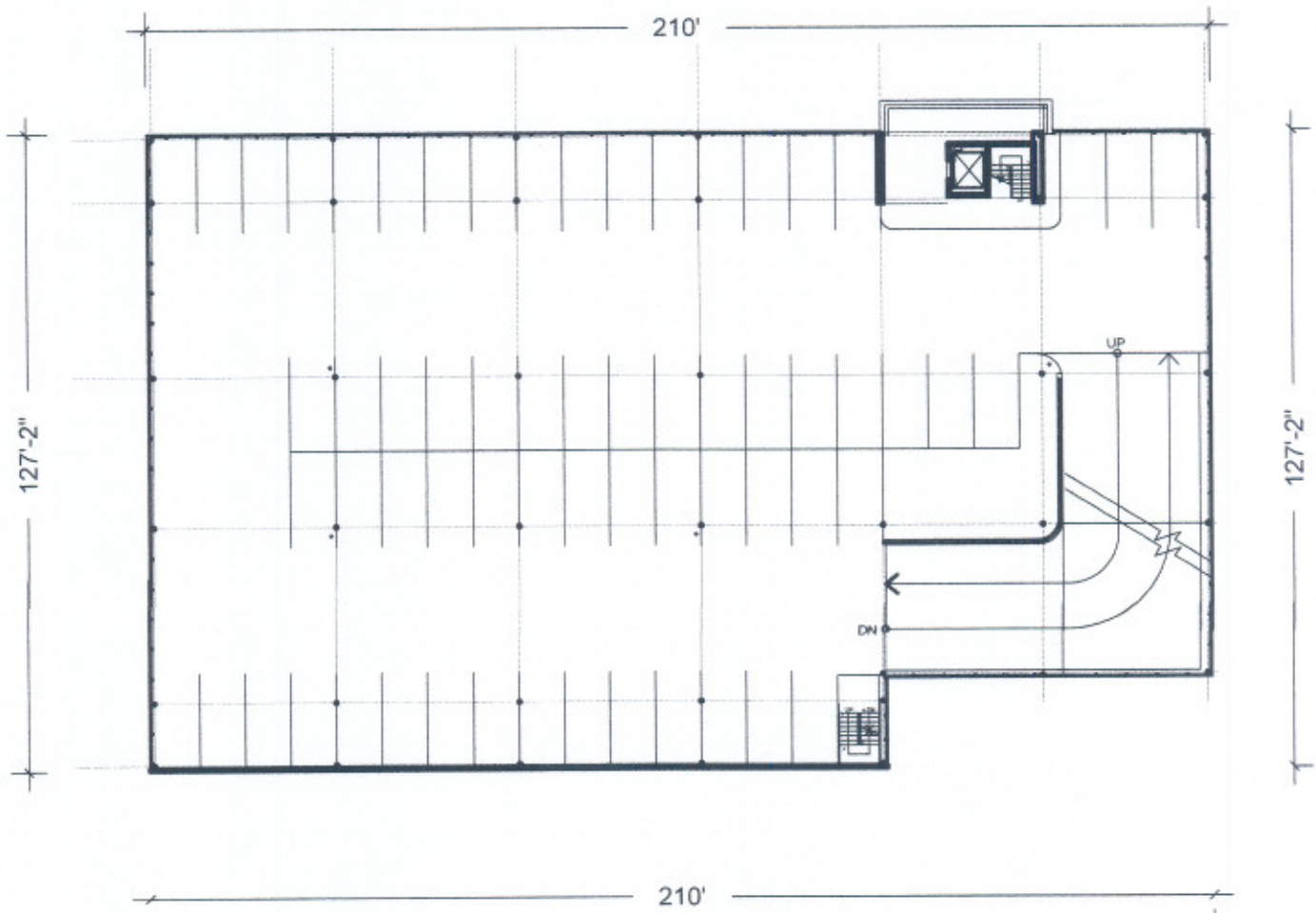


PARKING GARAGE #1
LEVEL 2--25,520 SF (APPRO. 63 SPACE)

EXHIBIT "C"-PAGE 6 OF 27

NOTE:
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EXHIBIT "C"
PARKING GARAGE #1



PARKING GARAGE #1
LEVEL 3--25,520 SF (APPRO. 63 SPACE)
EXHIBIT "C"-PAGE 7 OF 27

NOTE:
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ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "C" PARKING GARAGE #1

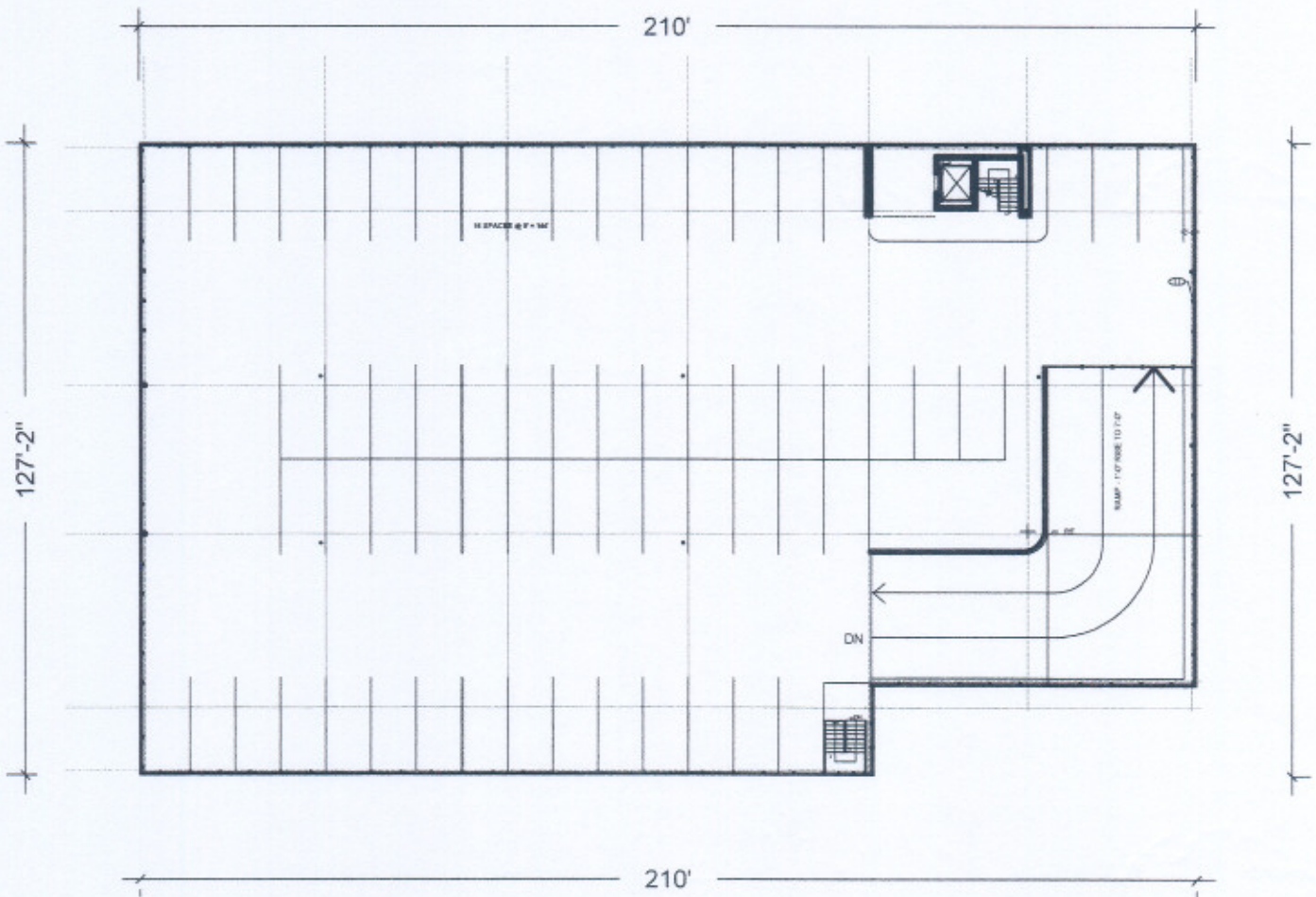
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CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 205198

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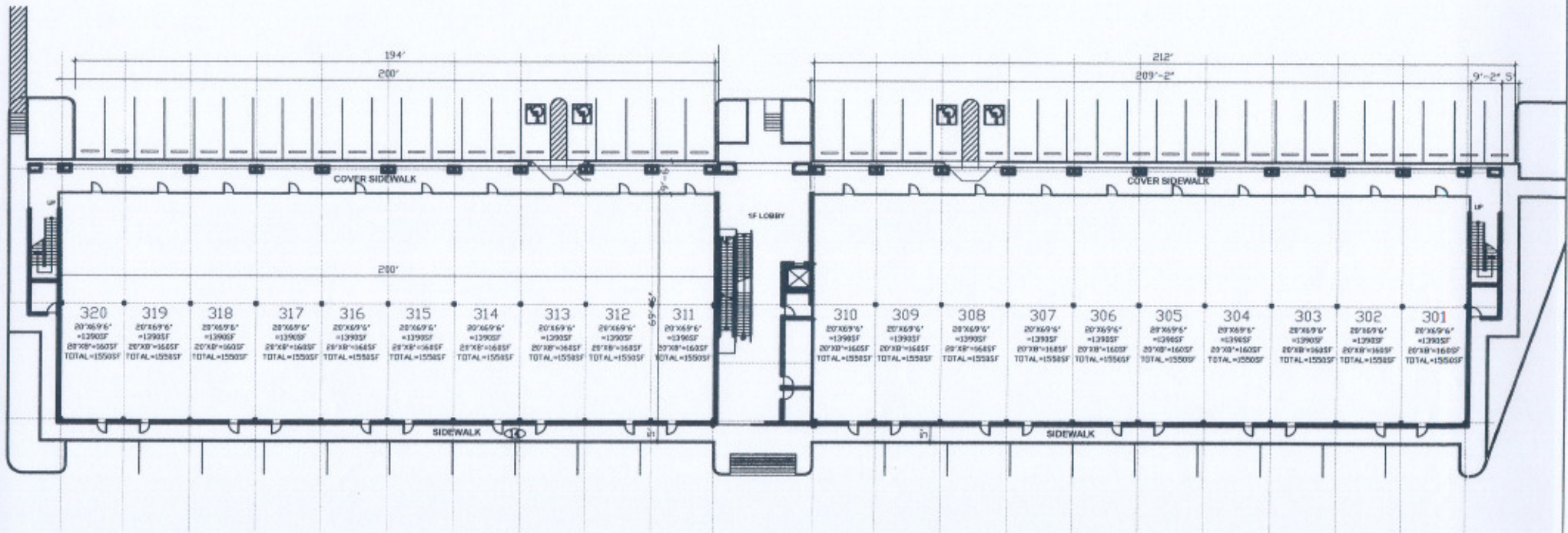


PARKING GARAGE #1
LEVEL 4--25,520 SF (APPRO. 63 SPACE)

EXHIBIT "C"-PAGE 8 OF 27

NOTE:
ALL THE DIMENSIONS, FLOOR AREA
ARE FOR DESIGN PURPOSE ONLY

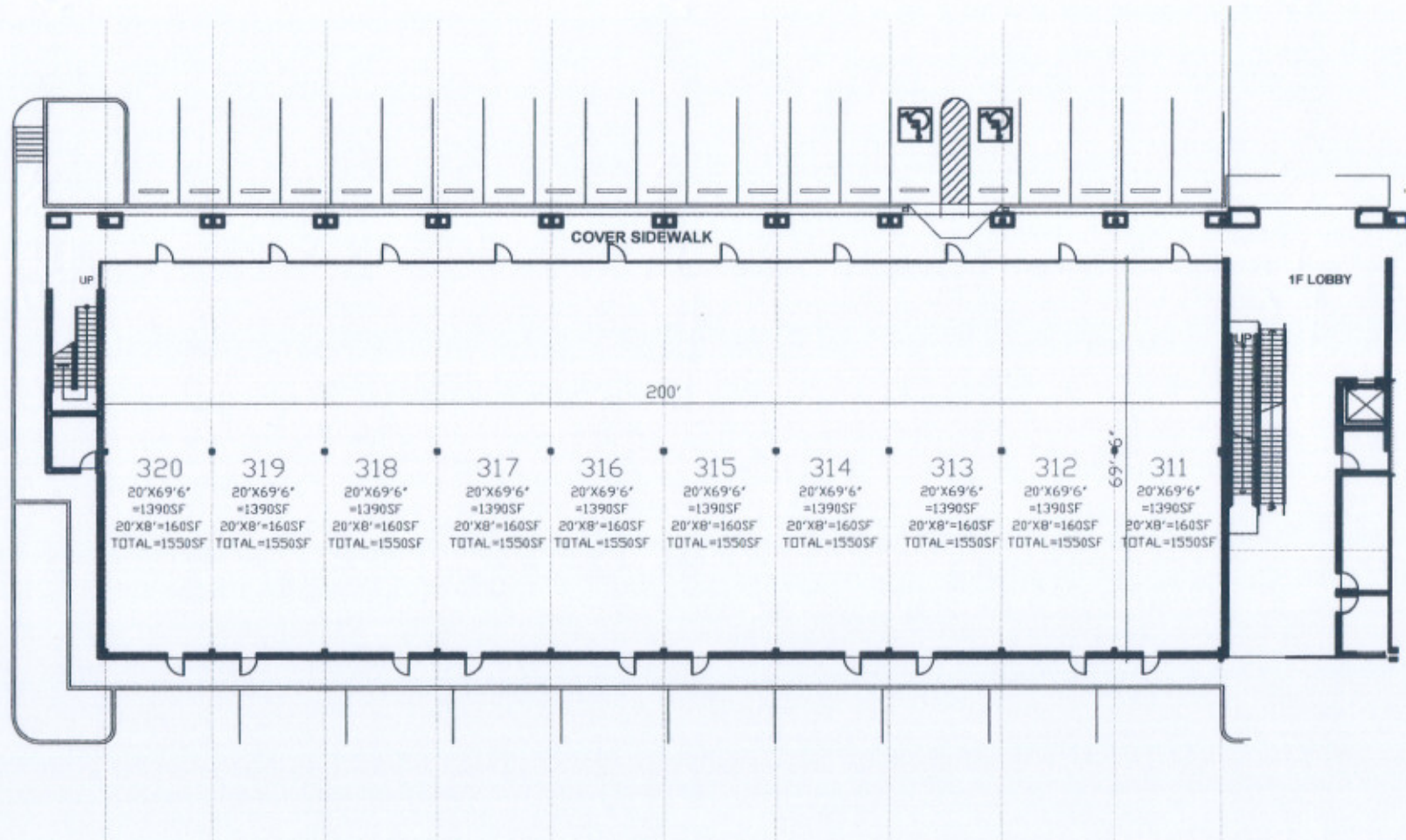
EXHIBIT "C"
BUILDING C



BUILDING C
FIRST FLOOR PLAN
EXHIBIT "C"-PAGE 9 OF 27

NOTE:
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ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "C"
 BUILDING C

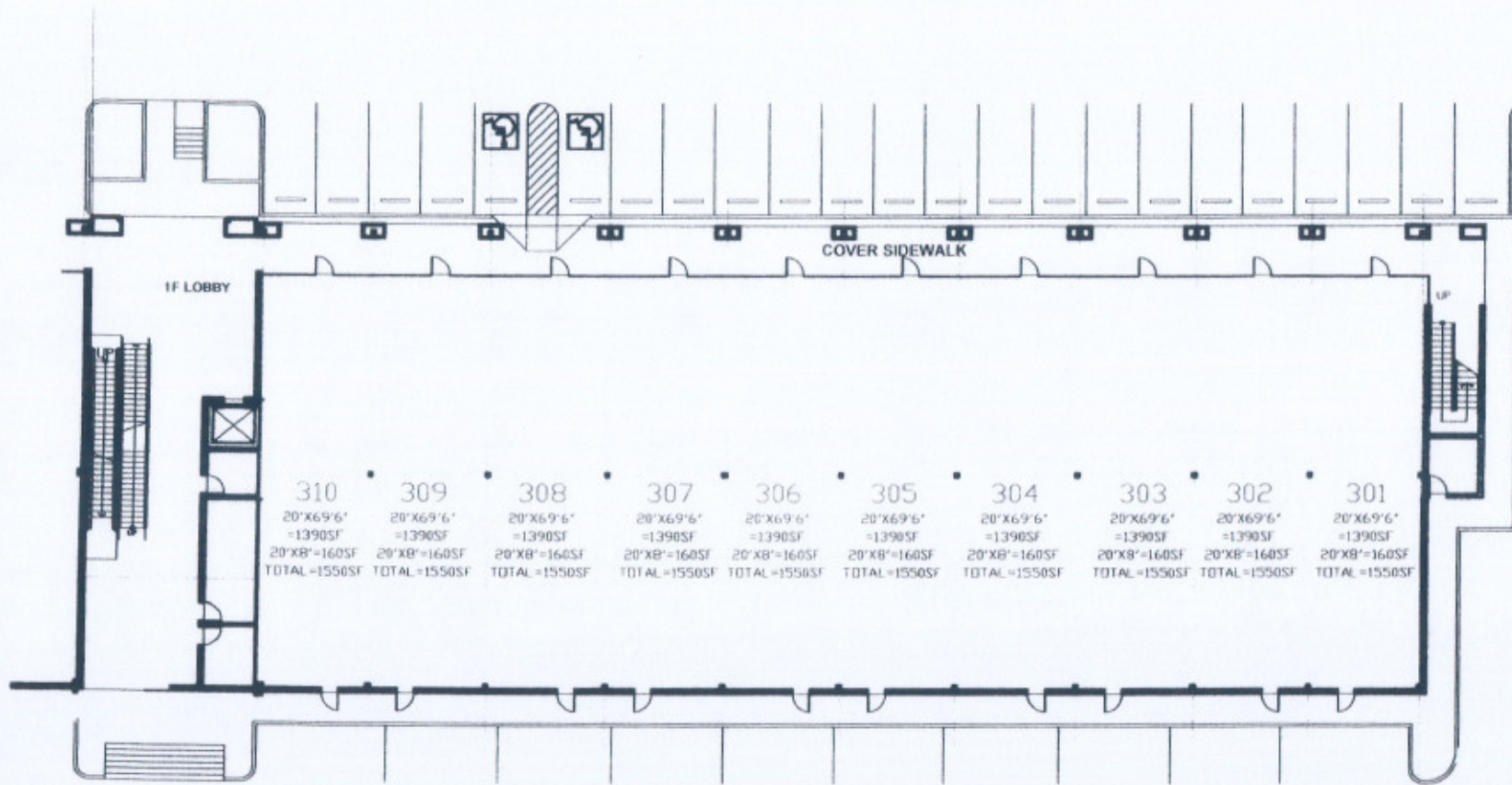


BUILDING C
 FIRST FLOOR PLAN--#320-#311
 EXHIBIT "C"--PAGE 10 OF 27

NOTE:
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 ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "C"

BUILDING C

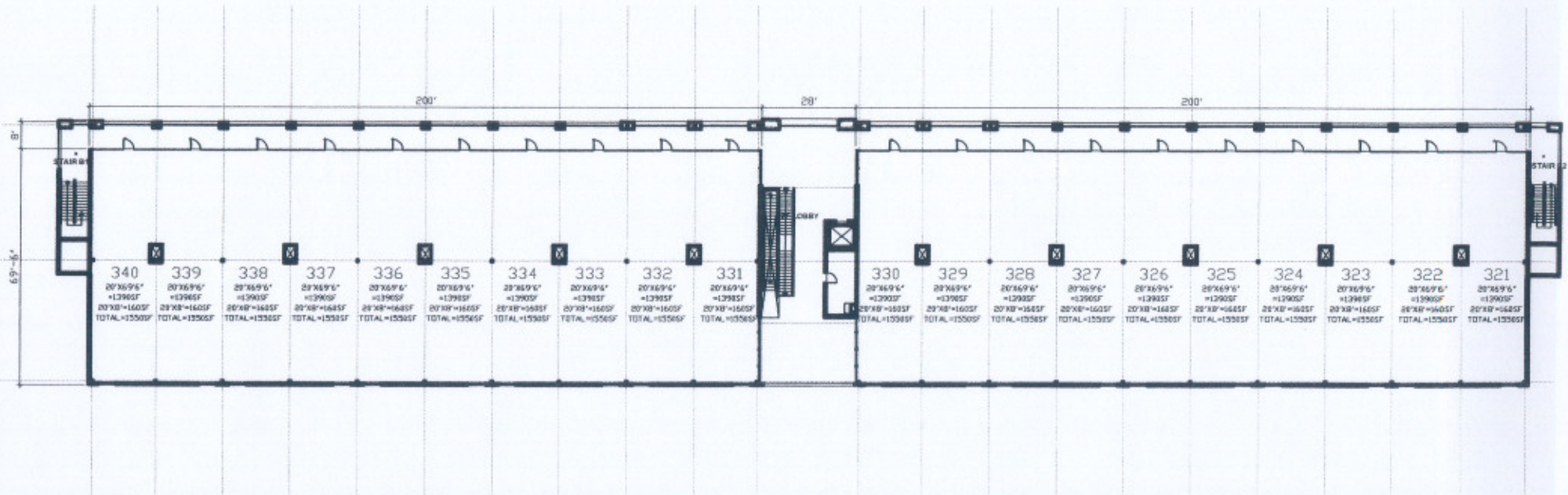


BUILDING C
FIRST FLOOR PLAN--#310-#301

EXHIBIT "C"--PAGE 11 OF 27

NOTE:
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EXHIBIT "C"
BUILDING C



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THIS IS PAGE 7 OF 14 PAGES

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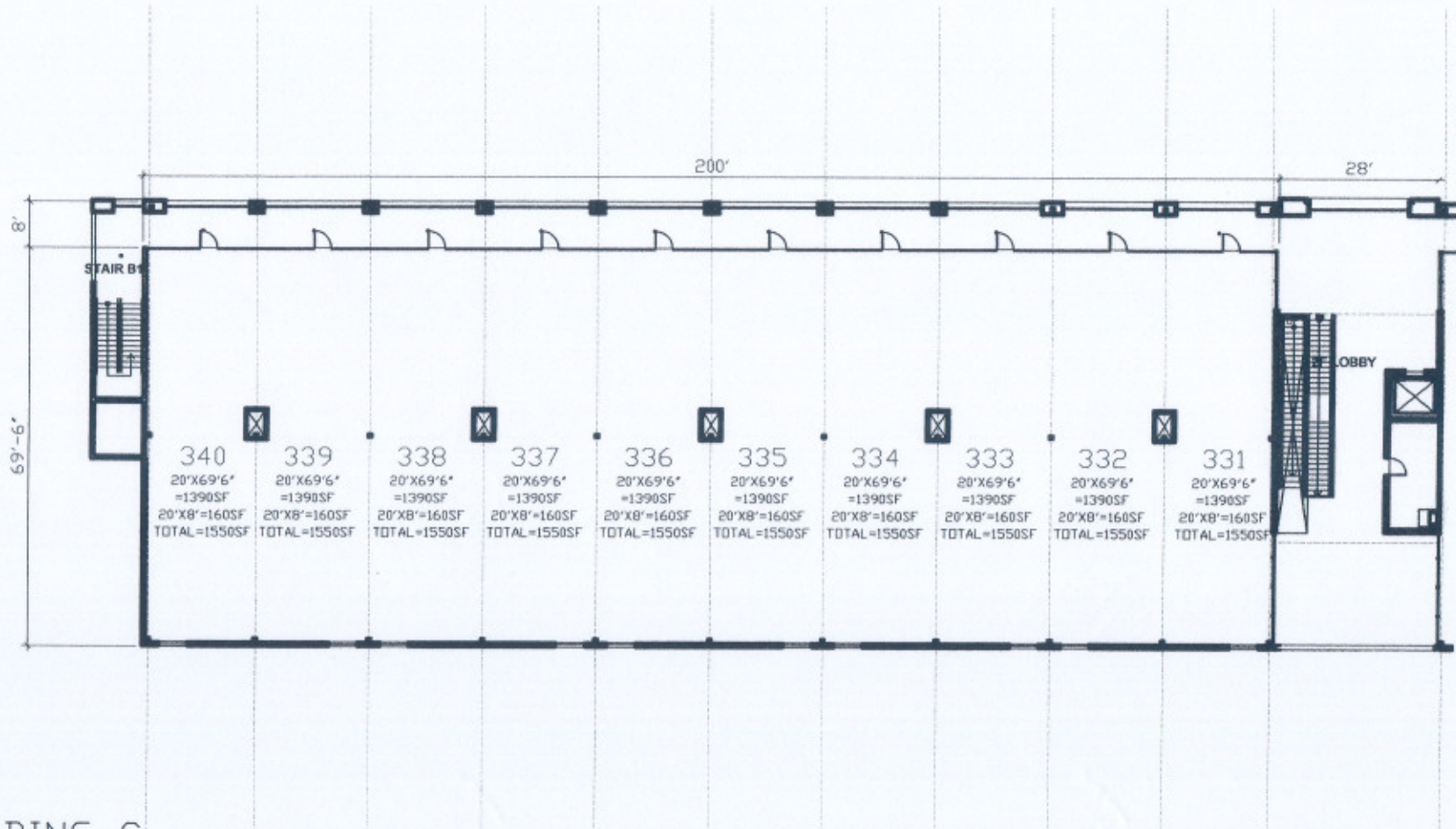
BUILDING C
SECOND FLOOR PLAN

EXHIBIT "C"-PAGE 12 OF 27

NOTE:
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EXHIBIT "C"

BUILDING C

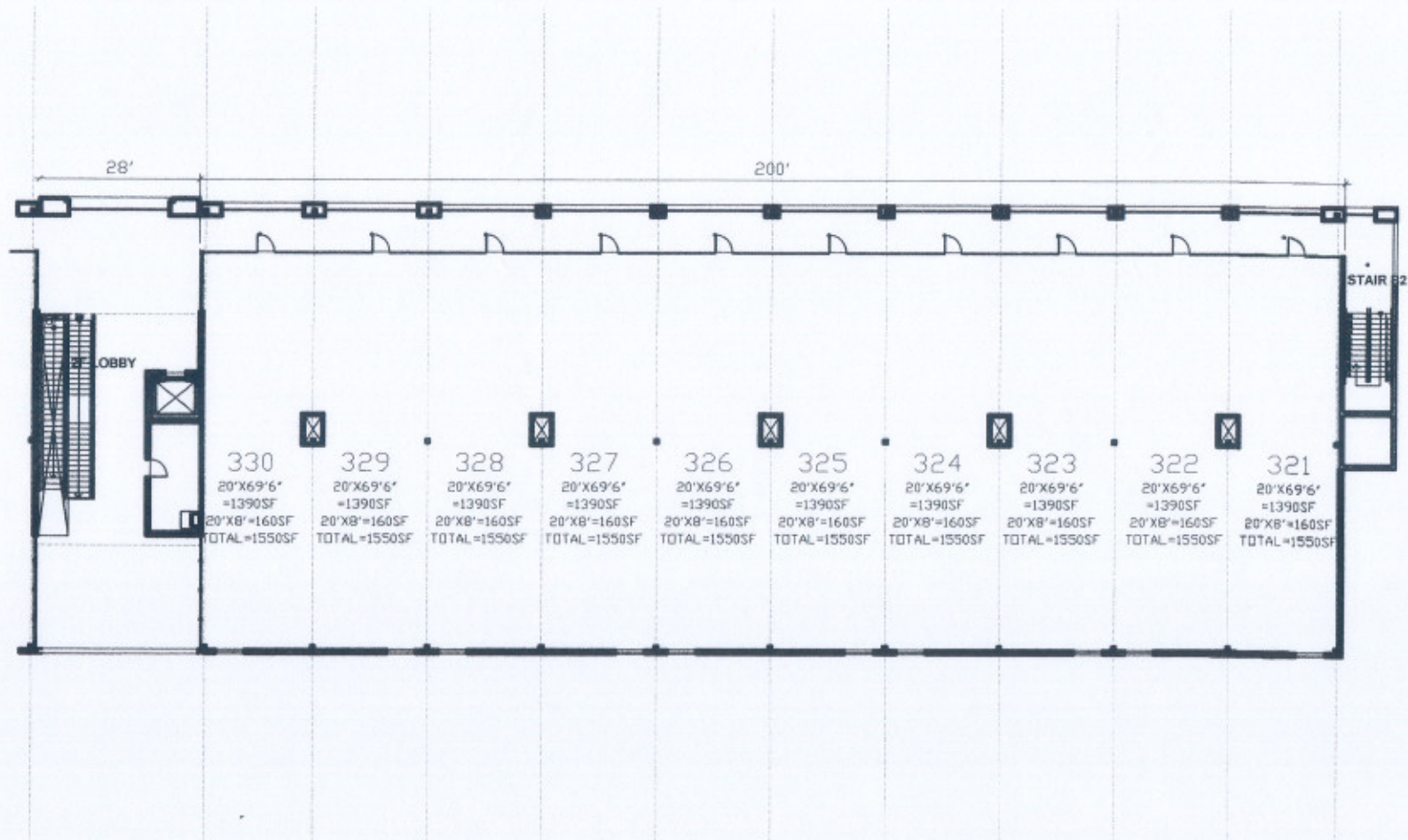


BUILDING C
SECOND FLOOR PLAN--#340-#331

NOTE:
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EXHIBIT "C"

BUILDING C



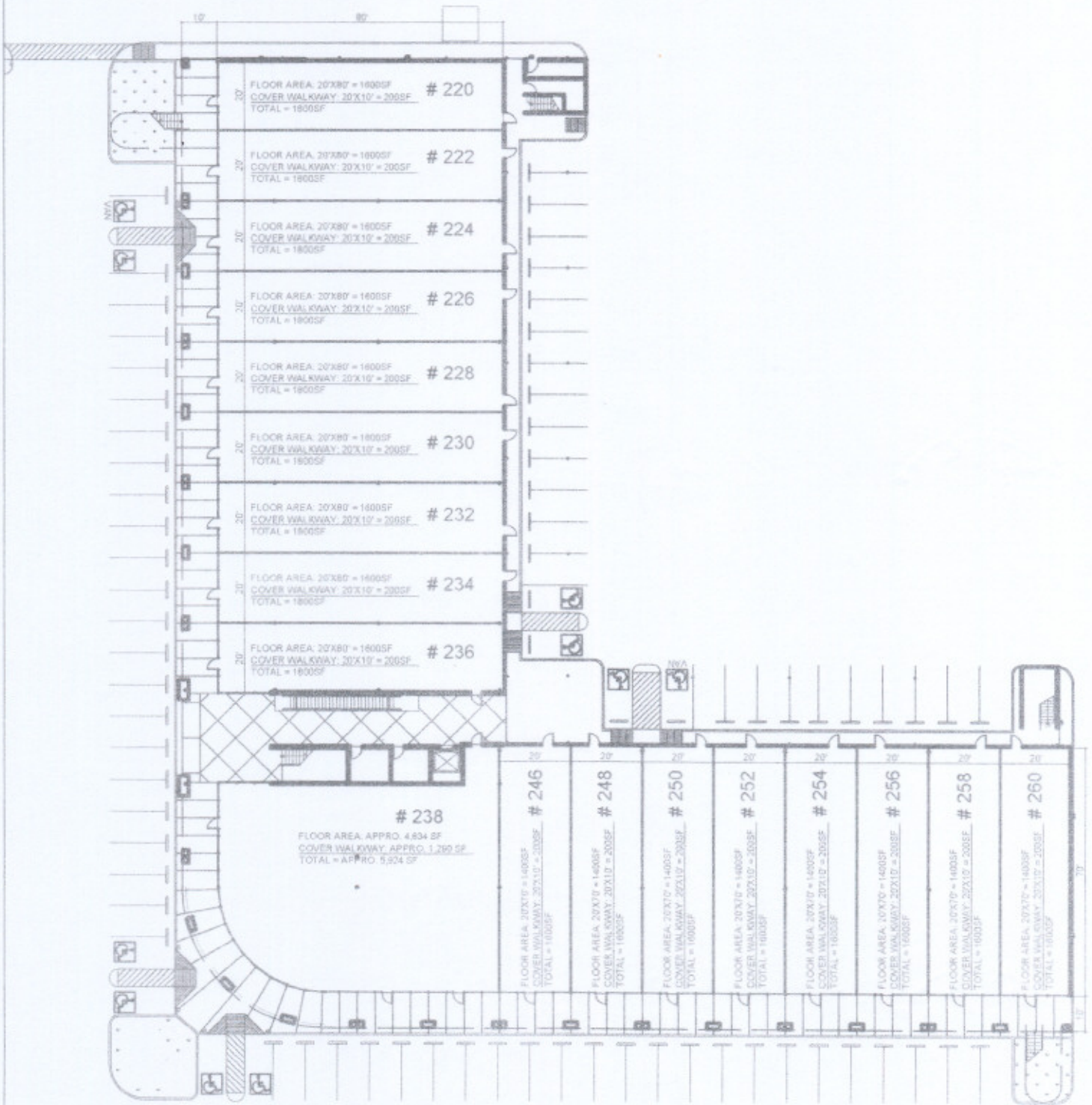
BUILDING C

SECOND FLOOR PLAN--#330-#321

EXHIBIT "C"--PAGE 14 OF 27

NOTE:
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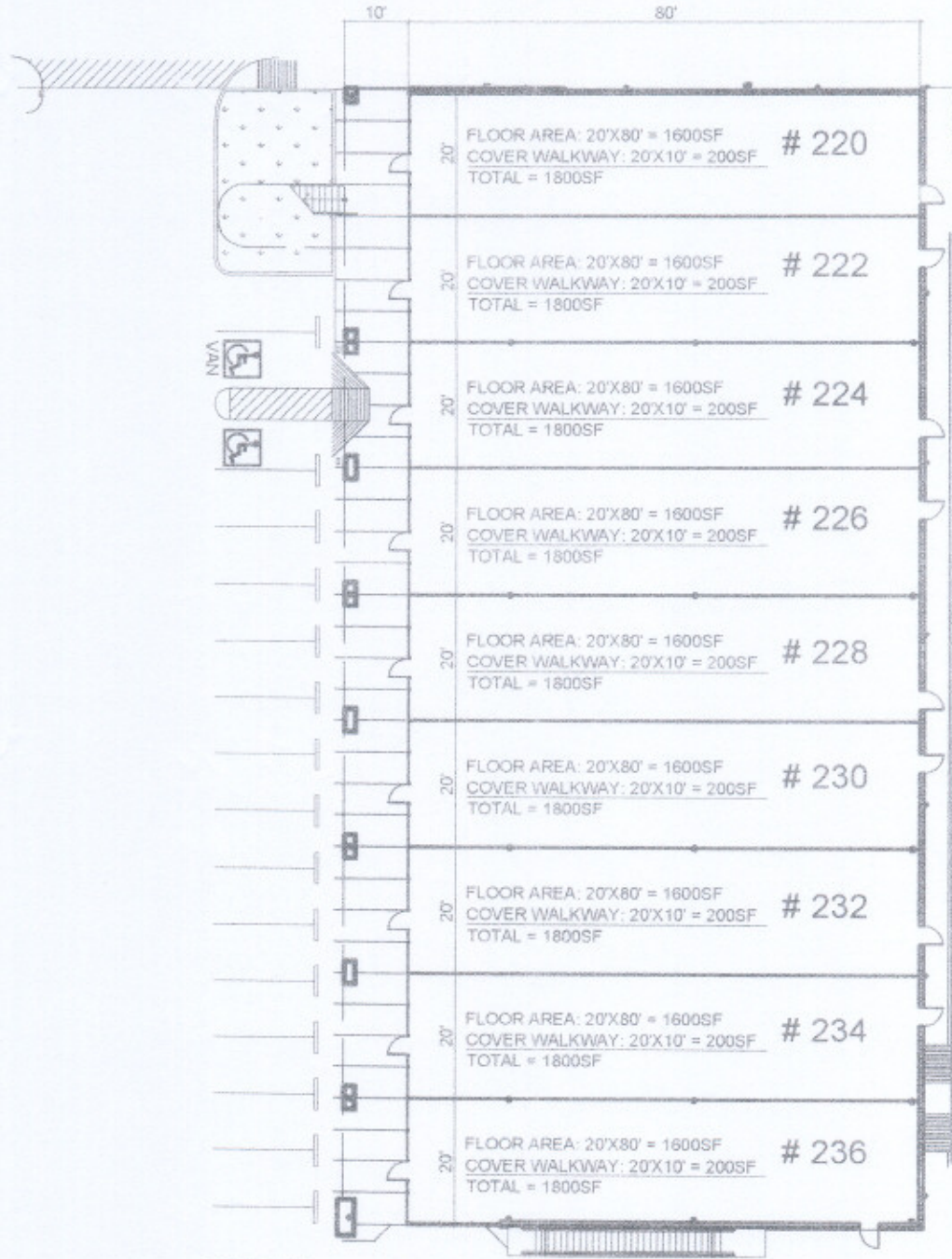
EXHIBIT "C" BUILDING D



BUILDING D
FIRST FLOOR PLAN

NOTE:
ALL THE DIMENSIONS, FLOOR AREA
ARE FOR DESIGN PURPOSE ONLY

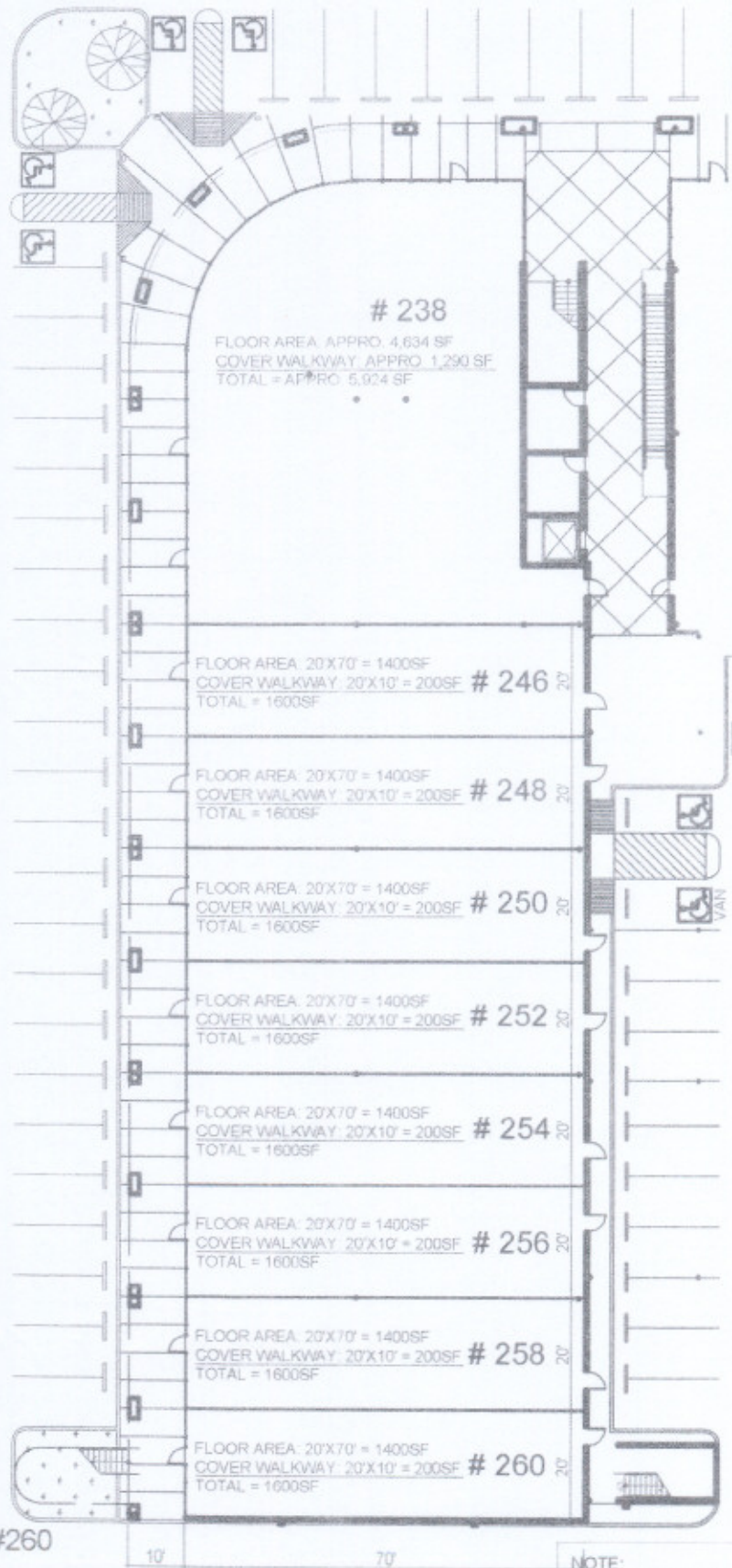
EXHIBIT "C" BUILDING D



BUILDING D
FIRST FLOOR PLAN--#220-#236
EXHIBIT "C"-PAGE 16 OF 27

NOTE:
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ARE FOR DESIGN PURPOSE ONLY

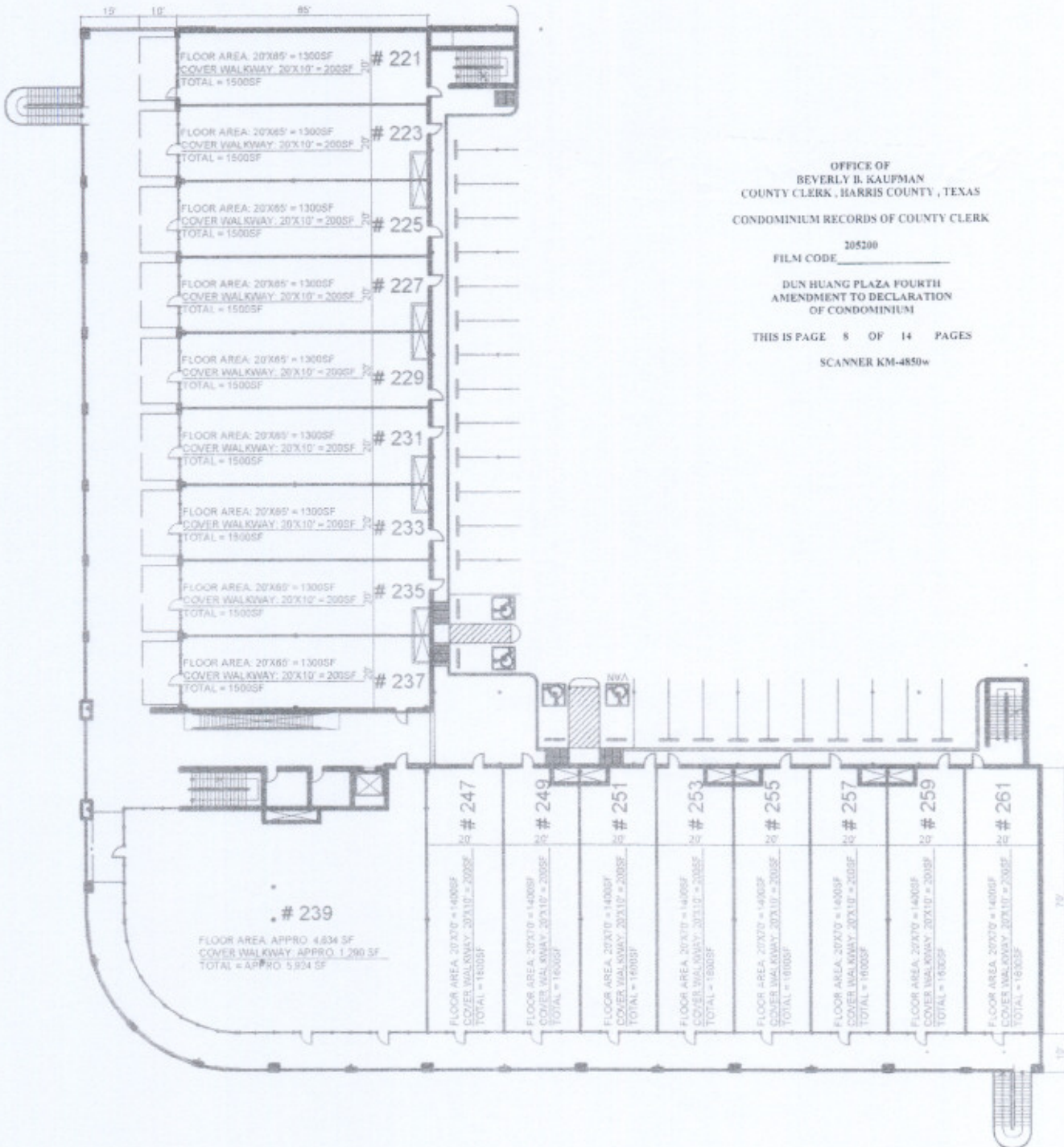
EXHIBIT "C" BUILDING D



BUILDING D
FIRST FLOOR PLAN--#238-#260
EXHIBIT "C"-PAGE 17 OF 27

NOTE:
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EXHIBIT "C" BUILDING D



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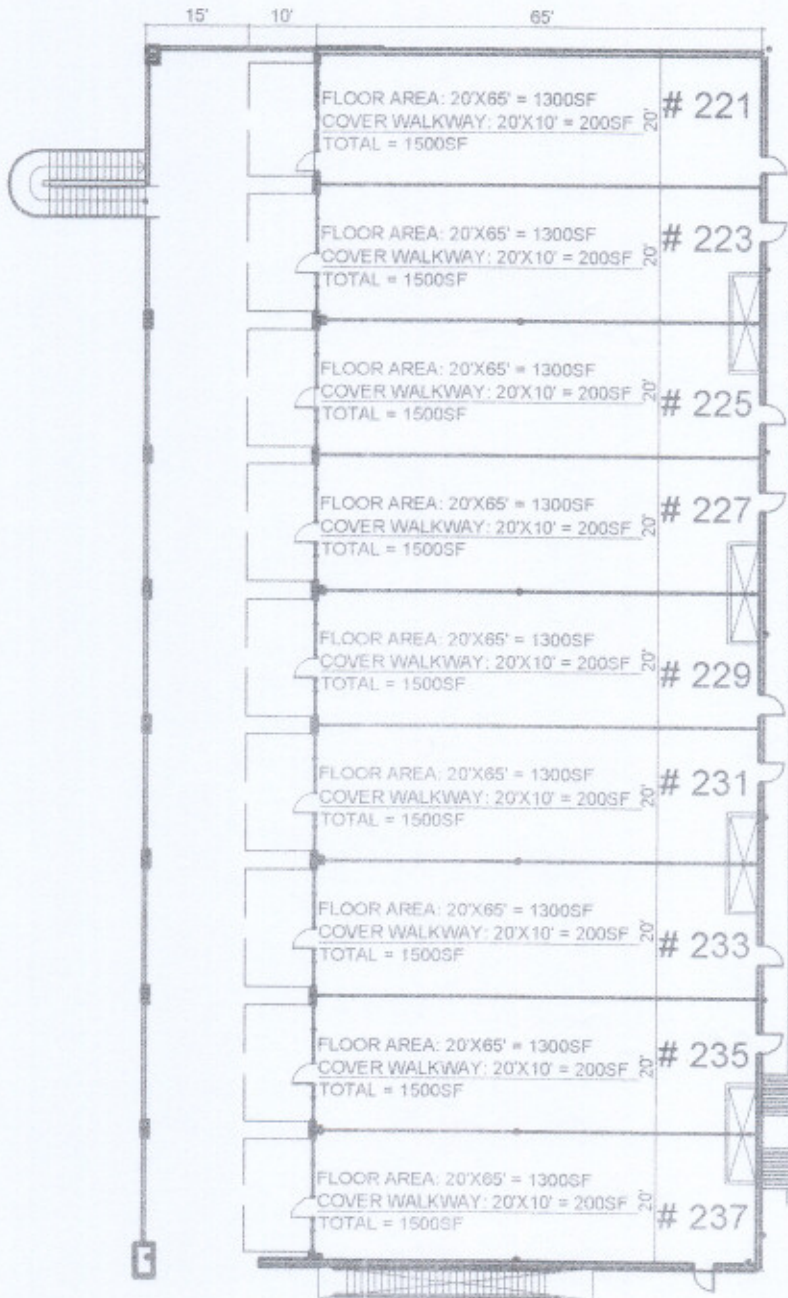
SCANNER KM-4850w

BUILDING D
SECOND FLOOR PLAN

EXHIBIT "C"-PAGE 18 OF 27

NOTE:
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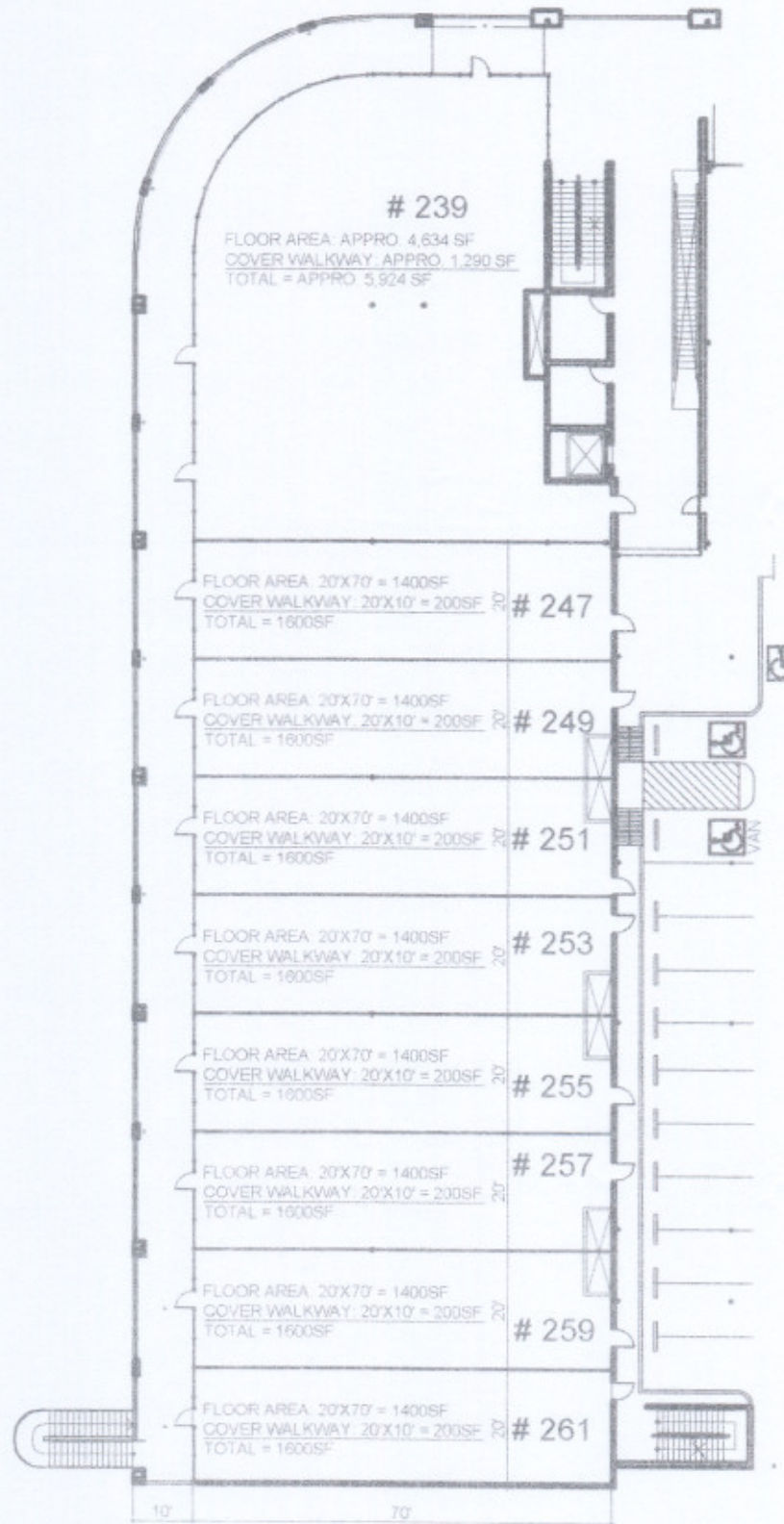
EXHIBIT "C" BUILDING D



BUILDING D
SECOND FLOOR PLAN--#221-#237

NOTE:
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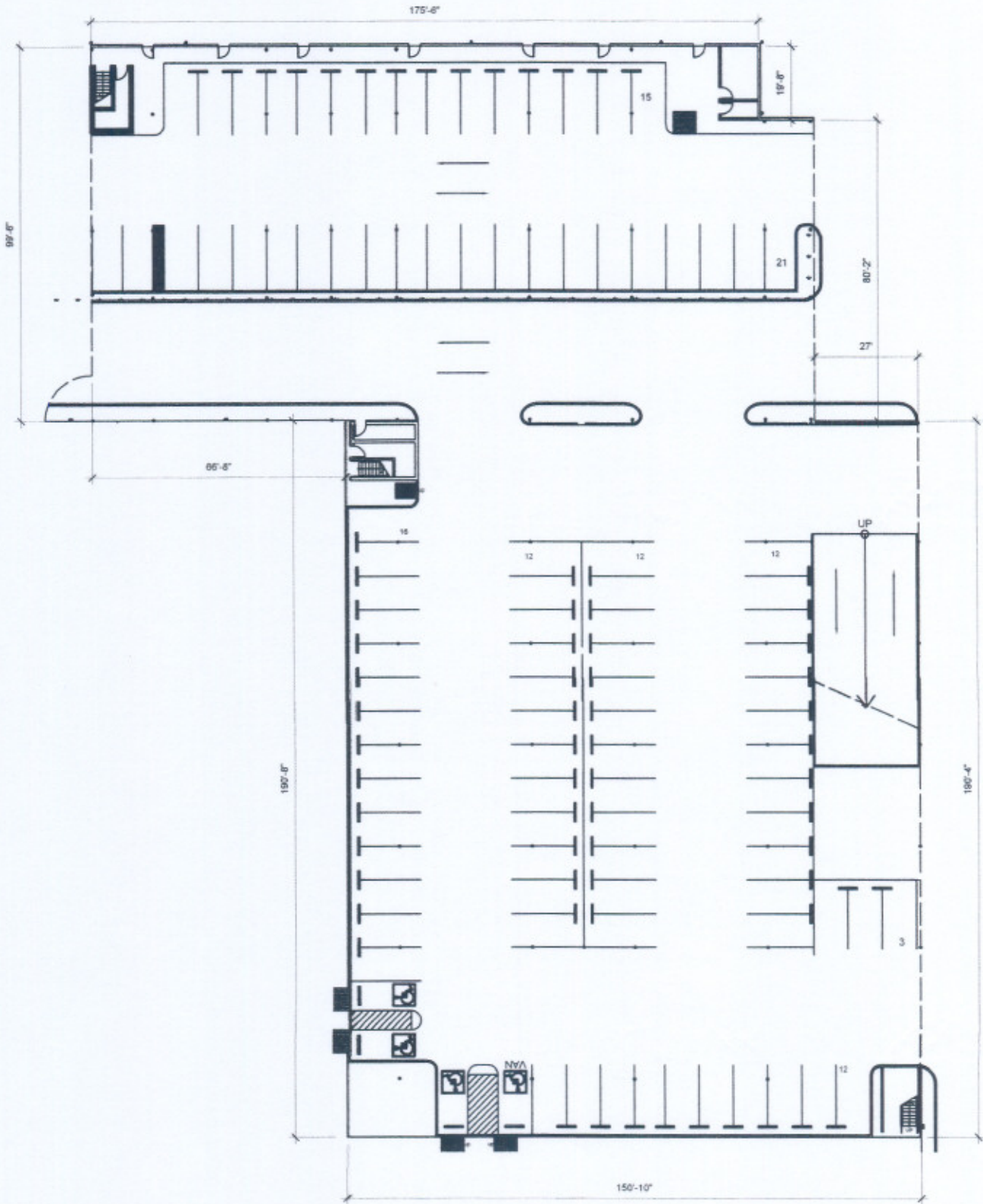
EXHIBIT "C" BUILDING D



BUILDING D
SECOND FLOOR PLAN-#239-#261
EXHIBIT "C"-PAGE 20 OF 27

NOTE:
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ARE FOR DESIGN PURPOSE ONLY

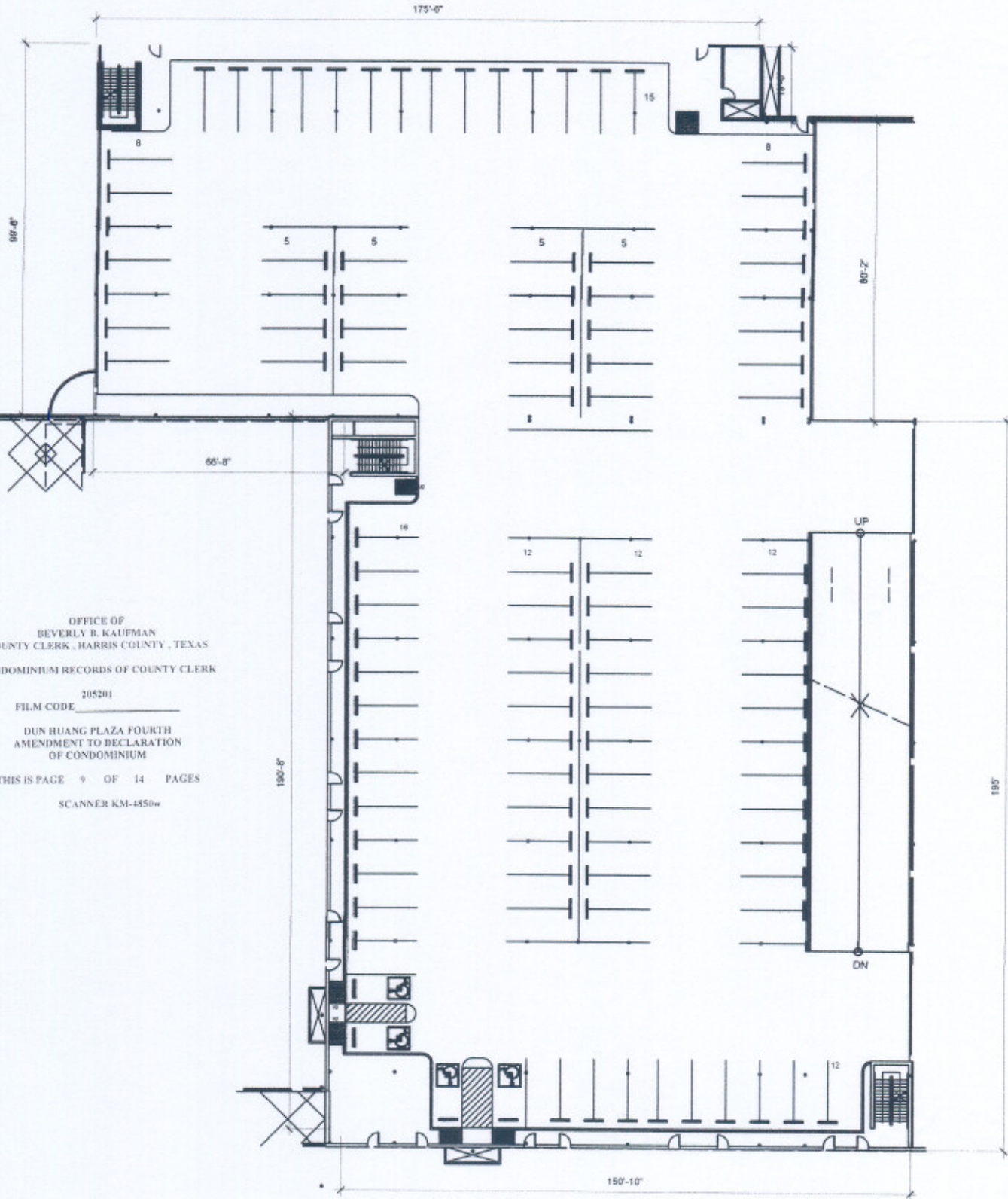
EXHIBIT "C" PARKING GARAGE #2



PARKING GARAGE #2
LEVEL 1—47,917 SF (APPRO. 103 SPACE)

NOTE:
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EXHIBIT "C" PARKING GARAGE #2



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OF CONDOMINIUM

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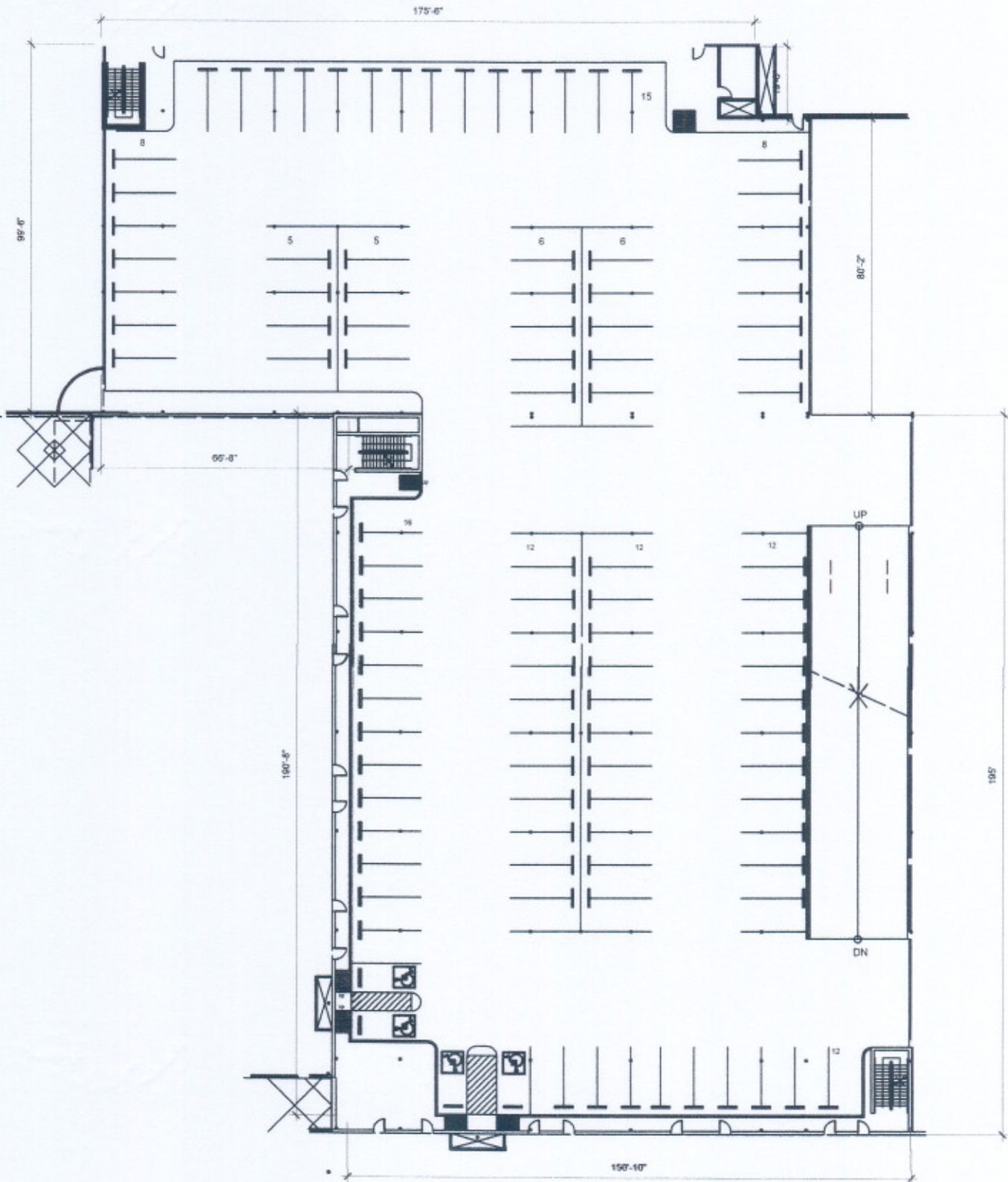
SCANNER KM-4450w

PARKING GARAGE #2
LEVEL 2—47,885 SF (APPRO. 115 SPACE)

EXHIBIT "C"—PAGE 22 OF 27

NOTE:
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EXHIBIT "C"
PARKING GARAGE #2

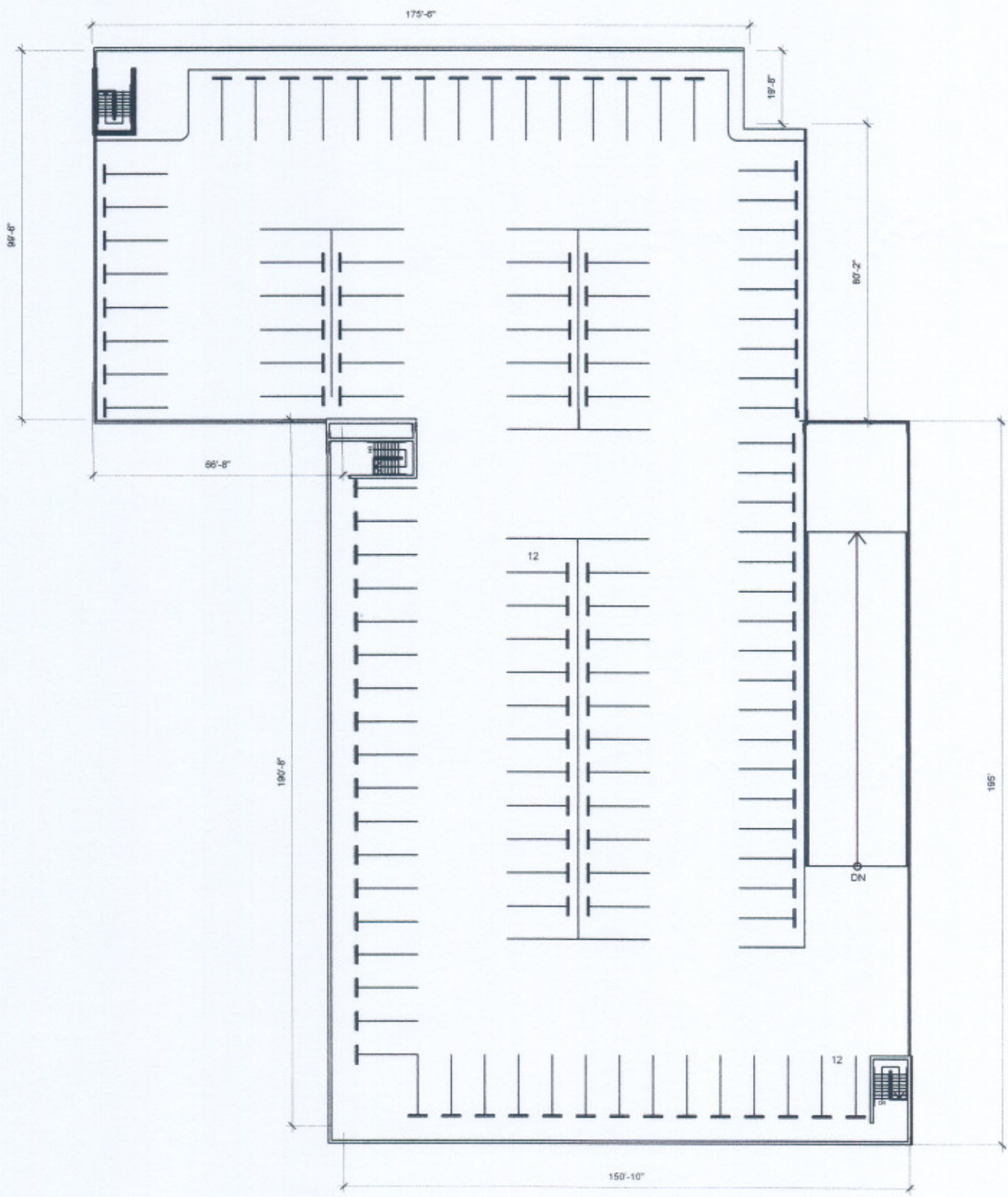


PARKING GARAGE #2
LEVEL 3—47,885 SF (APPRO. 117 SPACE)

EXHIBIT "C"—PAGE 23 OF 27

NOTE:
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ARE FOR DESIGN PURPOSE ONLY

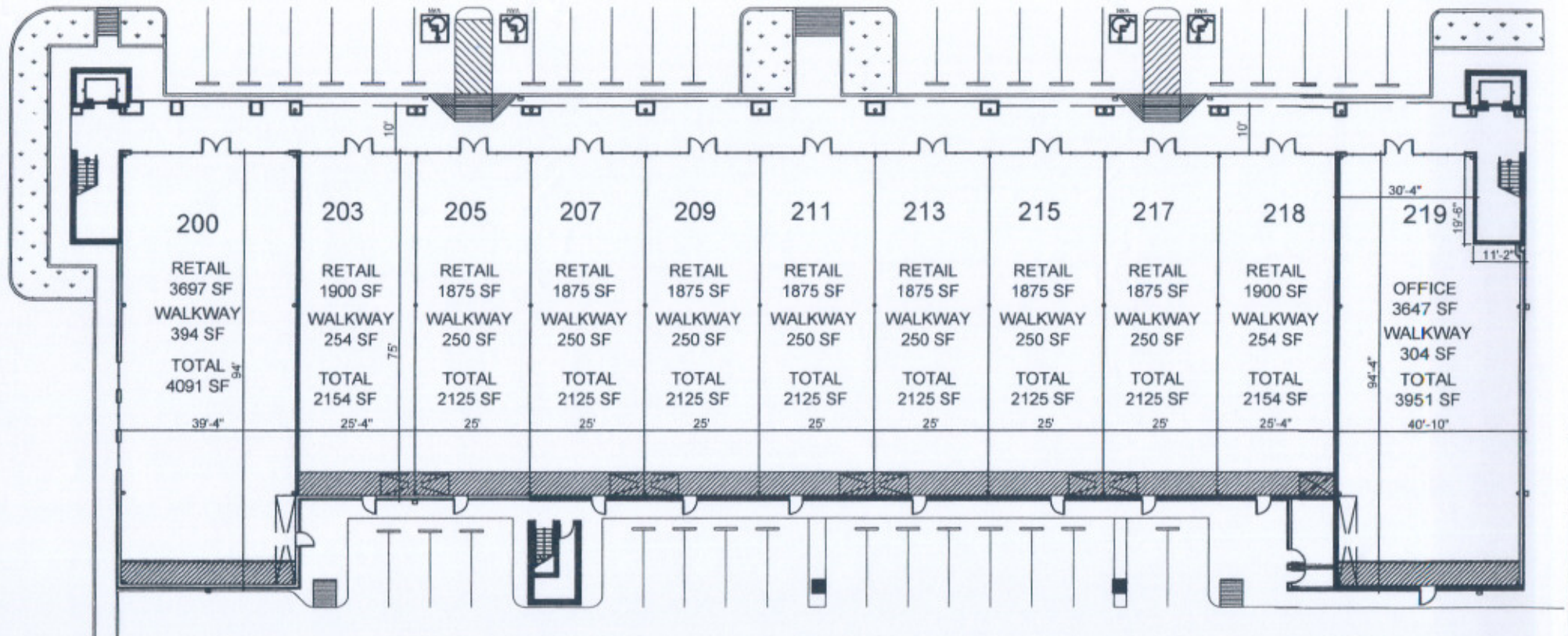
EXHIBIT "C" PARKING GARAGE #2



PARKING GARAGE #2
LEVEL 4—47,885 SF (APPRO. 121 SPACE)

NOTE:
ALL THE DIMENSIONS, FLOOR AREA
ARE FOR DESIGN PURPOSE ONLY

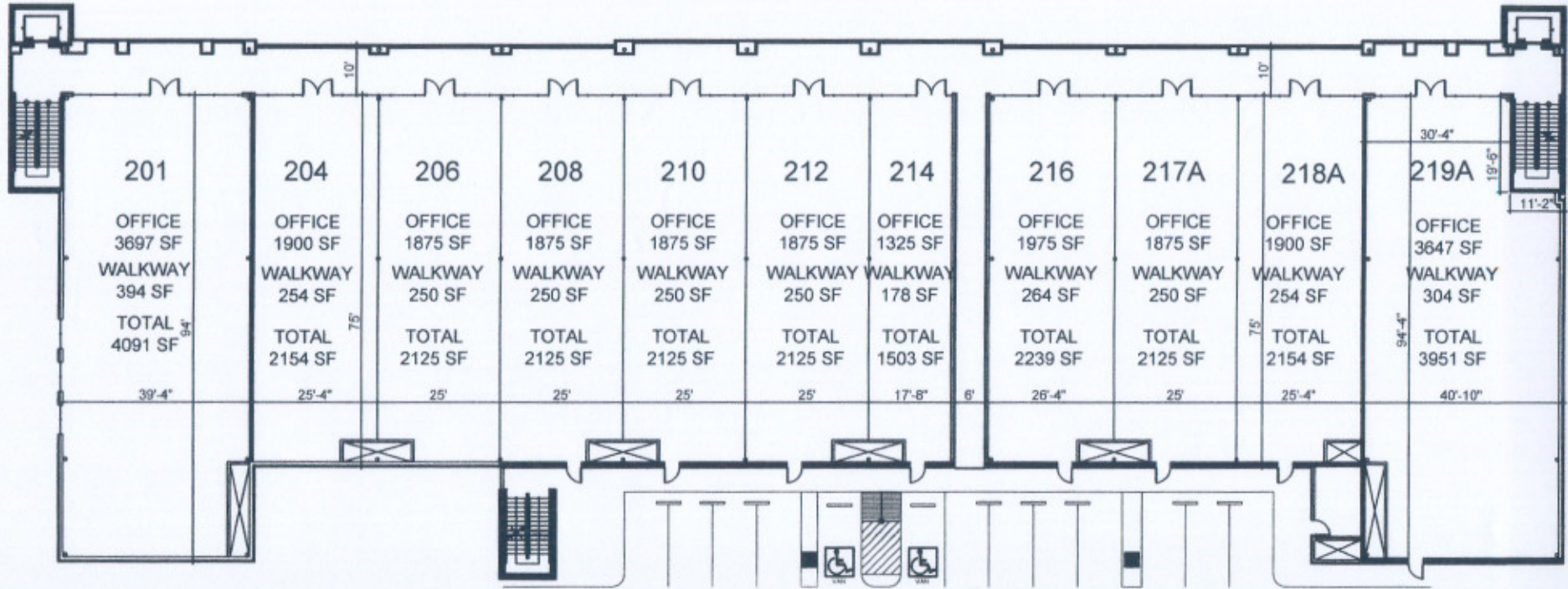
EXHIBIT "C" BUILDING E



BUILDING E
FIRST FLOOR PLAN
EXHIBIT "C"-PAGE 25 OF 27

NOTE:
ALL THE DIMENSIONS, FLOOR AREA
ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "C" BUILDING E



BUILDING E SECOND FLOOR PLAN

EXHIBIT "C"-PAGE 26 OF 27

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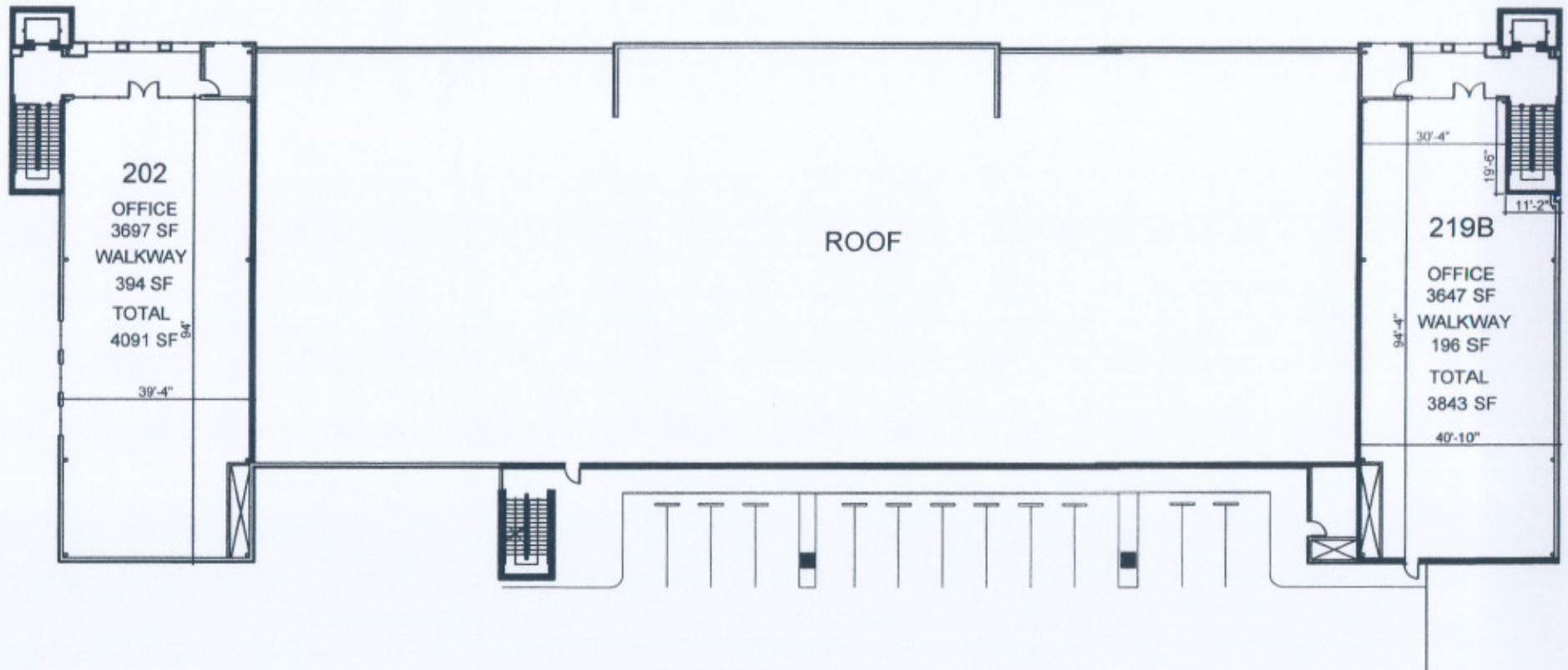
DUN HUANG PLAZA FOURTH
AMENDMENT TO DECLARATION
OF CONDOMINIUM

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NOTE:
ALL THE DIMENSIONS, FLOOR AREA
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EXHIBIT "C"
BUILDING E



BUILDING E
THIRD FLOOR PLAN

NOTE:
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ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "D"
DUN HUANG PLAZA
Projected Percentage of Ownership - Interest in the Common Elements
Combined Building A, B, C, D & E

<u>Building & Unit Number</u> Building A / Building 1	<u>Usable Area</u> <u>Square Footage</u> <u>(Approximately)</u>	<u>% Ownership</u> <u>Interest In</u> <u>Common Elements</u>	<u>Number of Vote</u>
100	1,870	0.7140%	0.7140
101	1,870	0.7140%	0.7140
102	1,870	0.7140%	0.7140
103	1,870	0.7140%	0.7140
105	1,400	0.5346%	0.5346
106	1,400	0.5346%	0.5346
107	1,400	0.5346%	0.5346
108	1,400	0.5346%	0.5346
109	1,400	0.5346%	0.5346
110	1,400	0.5346%	0.5346
111	1,400	0.5346%	0.5346
112 a	1,330	0.5078%	0.5078
112 b	770	0.2940%	0.2940
113	2,100	0.8019%	0.8019
115	1,925	0.7350%	0.7350
116	1,925	0.7350%	0.7350
117	1,925	0.7350%	0.7350
118	2,065	0.7885%	0.7885
119	1,664	0.6354%	0.6354
120	1,040	0.3971%	0.3971
121	1,040	0.3971%	0.3971
122	1,040	0.3971%	0.3971
123	1,040	0.3971%	0.3971
124	1,040	0.3971%	0.3971
125	1,040	0.3971%	0.3971
126	1,664	0.6354%	0.6354
127	1,664	0.6354%	0.6354
128	1,040	0.3971%	0.3971
129	1,040	0.3971%	0.3971
130	1,040	0.3971%	0.3971
131	1,040	0.3971%	0.3971
132	1,040	0.3971%	0.3971
133	1,040	0.3971%	0.3971
134	1,664	0.6354%	0.6354
SUB-TOTAL	48,456	18.5022%	18.5022
Building B / Building 2			
First Floor	29,090	11.1076%	11.1076
Second Floor	15,587	5.9517%	5.9517
SUB-TOTAL	44,677	17.0593%	17.0593

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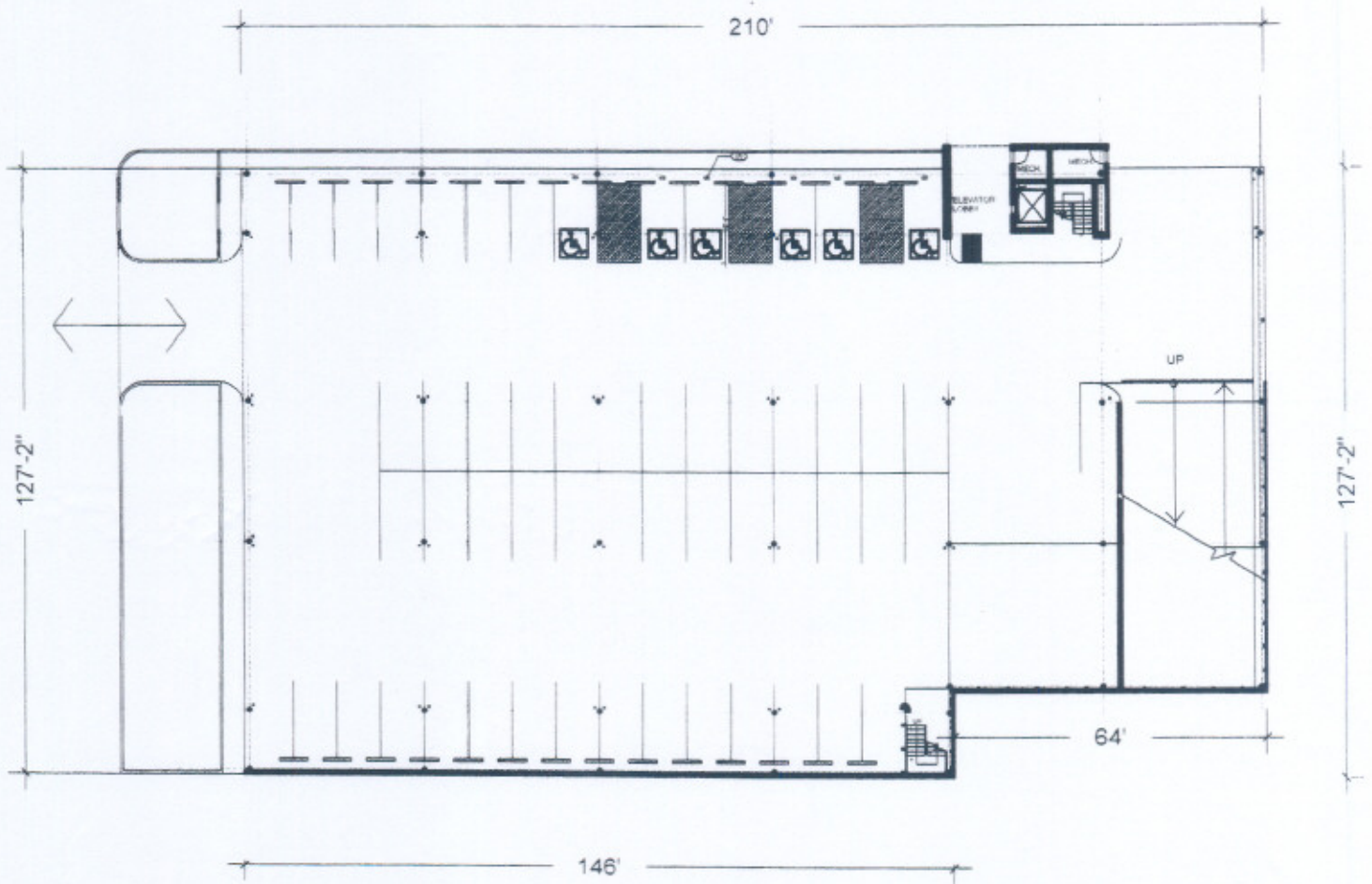
Building C / Building 3			
301	1,390	0.5308%	0.5308
302	1,390	0.5308%	0.5308
303	1,390	0.5308%	0.5308
304	1,390	0.5308%	0.5308
305	1,350	0.5155%	0.5155
306	1,390	0.5308%	0.5308
307	1,390	0.5308%	0.5308
308	1,390	0.5308%	0.5308
309	1,390	0.5308%	0.5308
310	1,390	0.5308%	0.5308
311	1,390	0.5308%	0.5308
312	1,390	0.5308%	0.5308
313	1,390	0.5308%	0.5308
314	1,390	0.5308%	0.5308
315	1,390	0.5308%	0.5308
316	1,390	0.5308%	0.5308
317	1,390	0.5308%	0.5308
318	1,390	0.5308%	0.5308
319	1,390	0.5308%	0.5308
320	1,390	0.5308%	0.5308
321	1,390	0.5308%	0.5308
322	1,390	0.5308%	0.5308
323	1,390	0.5308%	0.5308
324	1,390	0.5308%	0.5308
325	1,390	0.5308%	0.5308
326	1,390	0.5308%	0.5308
327	1,390	0.5308%	0.5308
328	1,390	0.5308%	0.5308
329	1,390	0.5308%	0.5308
330	1,390	0.5308%	0.5308
331	1,390	0.5308%	0.5308
332	1,390	0.5308%	0.5308
333	1,390	0.5308%	0.5308
334	1,390	0.5308%	0.5308
335	1,390	0.5308%	0.5308
336	1,390	0.5308%	0.5308
337	1,390	0.5308%	0.5308
338	1,390	0.5308%	0.5308
339	1,390	0.5308%	0.5308
340	1,390	0.5308%	0.5308
SUB-TOTAL	55,560	21.2148%	21.2148
Building D / Building 4			
220	1,600	0.6109%	0.6109
222	1,600	0.6109%	0.6109
224	1,600	0.6109%	0.6109
226	1,600	0.6109%	0.6109
228	1,600	0.6109%	0.6109
230	1,600	0.6109%	0.6109

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232	1,600	0.6109%	0.6109
234	1,600	0.6109%	0.6109
236	1,600	0.6109%	0.6109
238	4,634	1.7694%	1.7694
246	1,400	0.5346%	0.5346
248	1,400	0.5346%	0.5346
250	1,400	0.5346%	0.5346
252	1,400	0.5346%	0.5346
254	1,400	0.5346%	0.5346
256	1,400	0.5346%	0.5346
258	1,400	0.5346%	0.5346
260	1,400	0.5346%	0.5346
221	1,300	0.4964%	0.4964
223	1,300	0.4964%	0.4964
225	1,300	0.4964%	0.4964
227	1,300	0.4964%	0.4964
229	1,300	0.4964%	0.4964
231	1,300	0.4964%	0.4964
233	1,300	0.4964%	0.4964
235	1,300	0.4964%	0.4964
237	1,300	0.4964%	0.4964
239	4,634	1.7694%	1.7694
247	1,400	0.5346%	0.5346
249	1,400	0.5346%	0.5346
251	1,400	0.5346%	0.5346
253	1,400	0.5346%	0.5346
255	1,400	0.5346%	0.5346
257	1,400	0.5346%	0.5346
259	1,400	0.5346%	0.5346
261	1,400	0.5346%	0.5346
SUB-TOTAL	57,768	22.0579%	22.0579
Building E / Building 5			
200	3,697	1.4116%	1.4116
203	1,900	0.7255%	0.7255
205	1,875	0.7159%	0.7159
207	1,875	0.7159%	0.7159
209	1,875	0.7159%	0.7159
211	1,875	0.7159%	0.7159
213	1,875	0.7159%	0.7159
215	1,875	0.7159%	0.7159
217	1,875	0.7159%	0.7159
218	1,900	0.7255%	0.7255
219	3,647	1.3926%	1.3926
201	3,697	1.4116%	1.4116
204	1,900	0.7255%	0.7255
206	1,875	0.7159%	0.7159
208	1,875	0.7159%	0.7159
210	1,875	0.7159%	0.7159
212	1,875	0.7159%	0.7159
214	1,325	0.5059%	0.5059
216	1,975	0.7541%	0.7541

217A	1,875	0.7159%	0.7159
218A	1,900	0.7255%	0.7255
219A	3,647	1.3926%	1.3926
219B	3,647	1.3926%	1.3926
202	3,697	1.4116%	1.4116
SUB-TOTAL	55,432	21.1659%	21.1659
TOTAL	261,893	100%	100.0000

EXHIBIT "E"
PARKING GARAGE #1

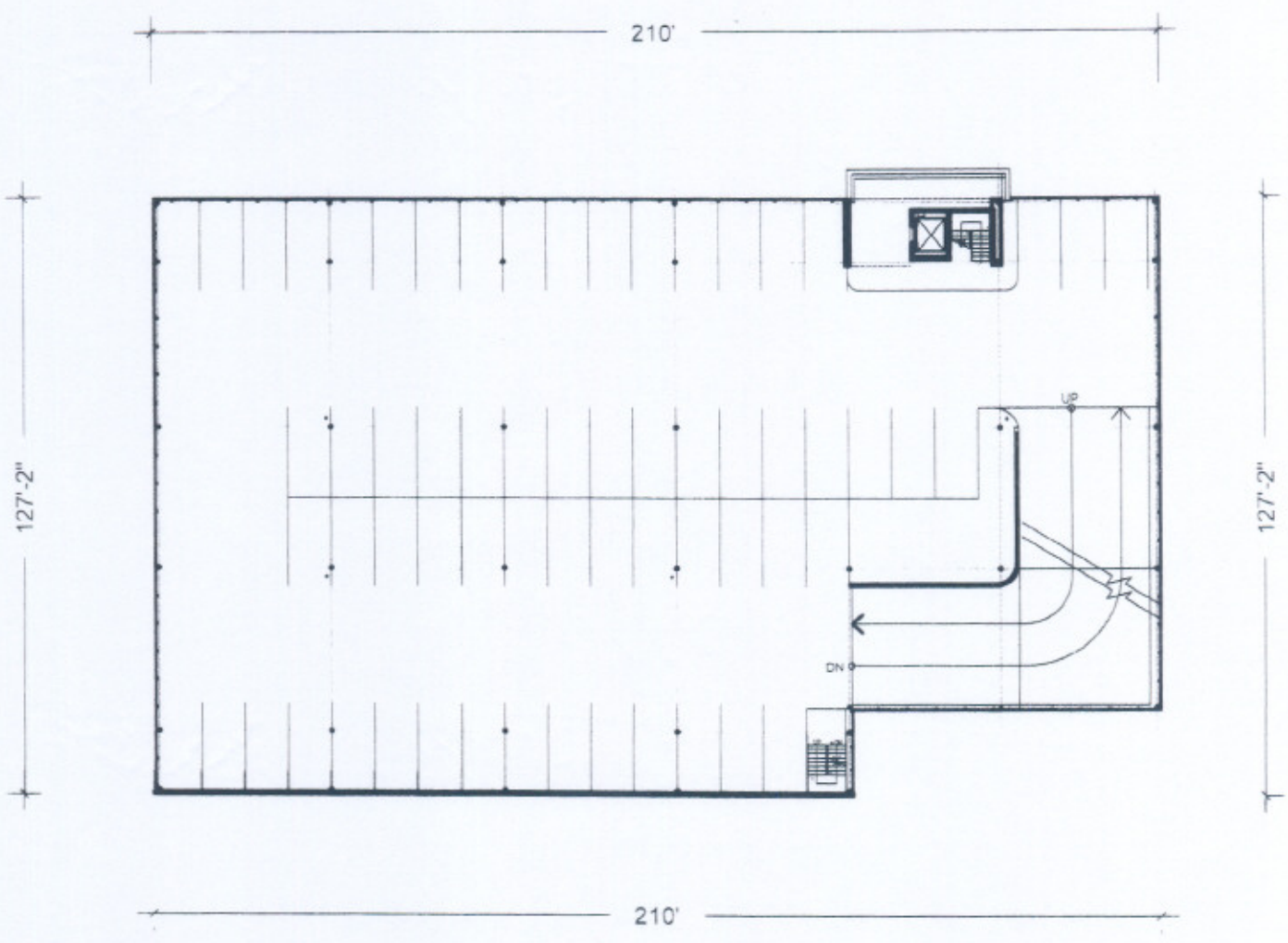


PARKING GARAGE #1
LEVEL 1--25,710 SF (APPRO. 54 SPACE)

EXHIBIT "E"-PAGE 1 OF 8

NOTE:
ALL THE DIMENSIONS, FLOOR AREA
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EXHIBIT "E"
PARKING GARAGE #1



PARKING GARAGE #1
LEVEL 2--25,520 SF (APPRO. 63 SPACE)

EXHIBIT "E"-PAGE 2 OF 8

NOTE:
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EXHIBIT "E" PARKING GARAGE #1

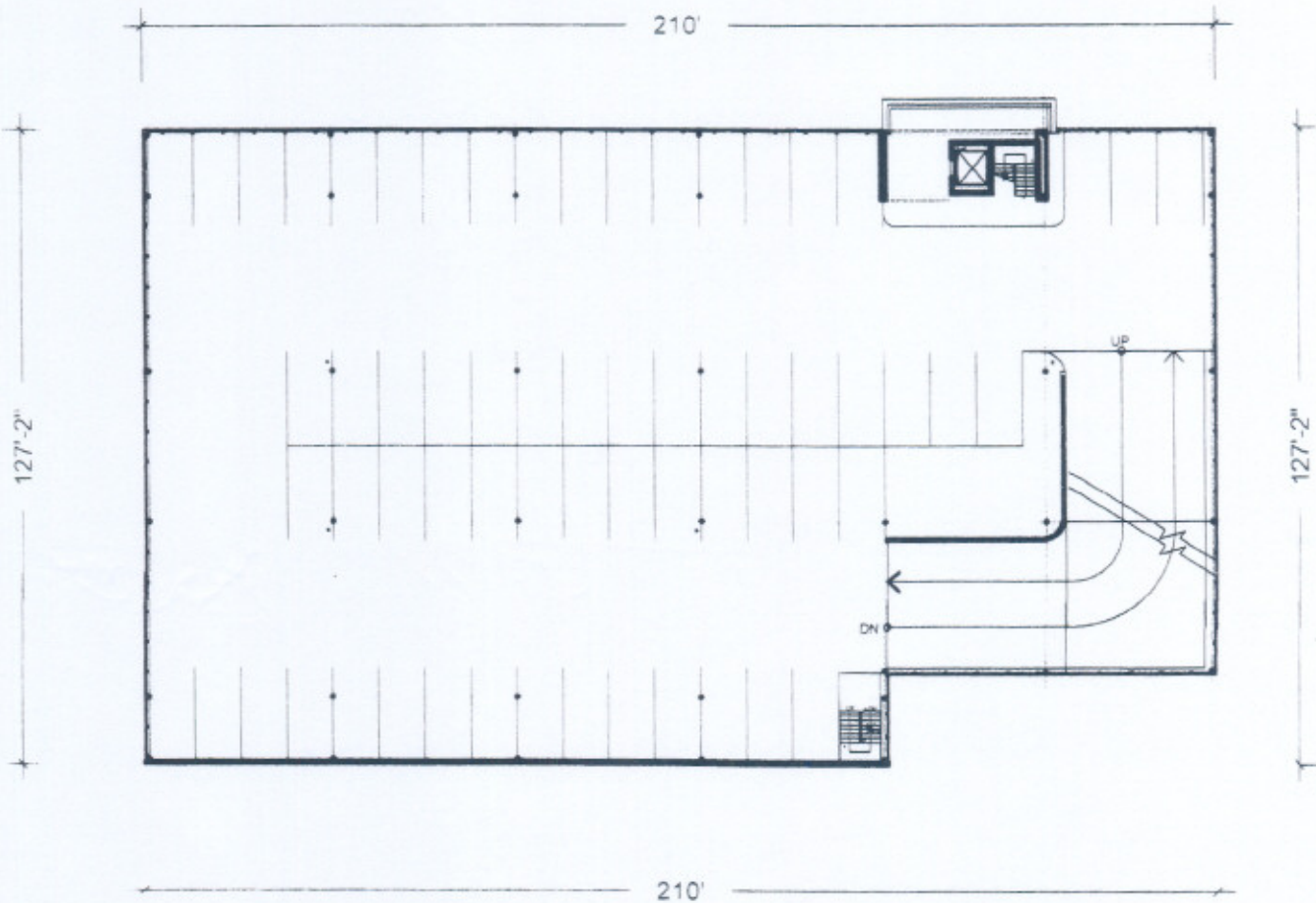
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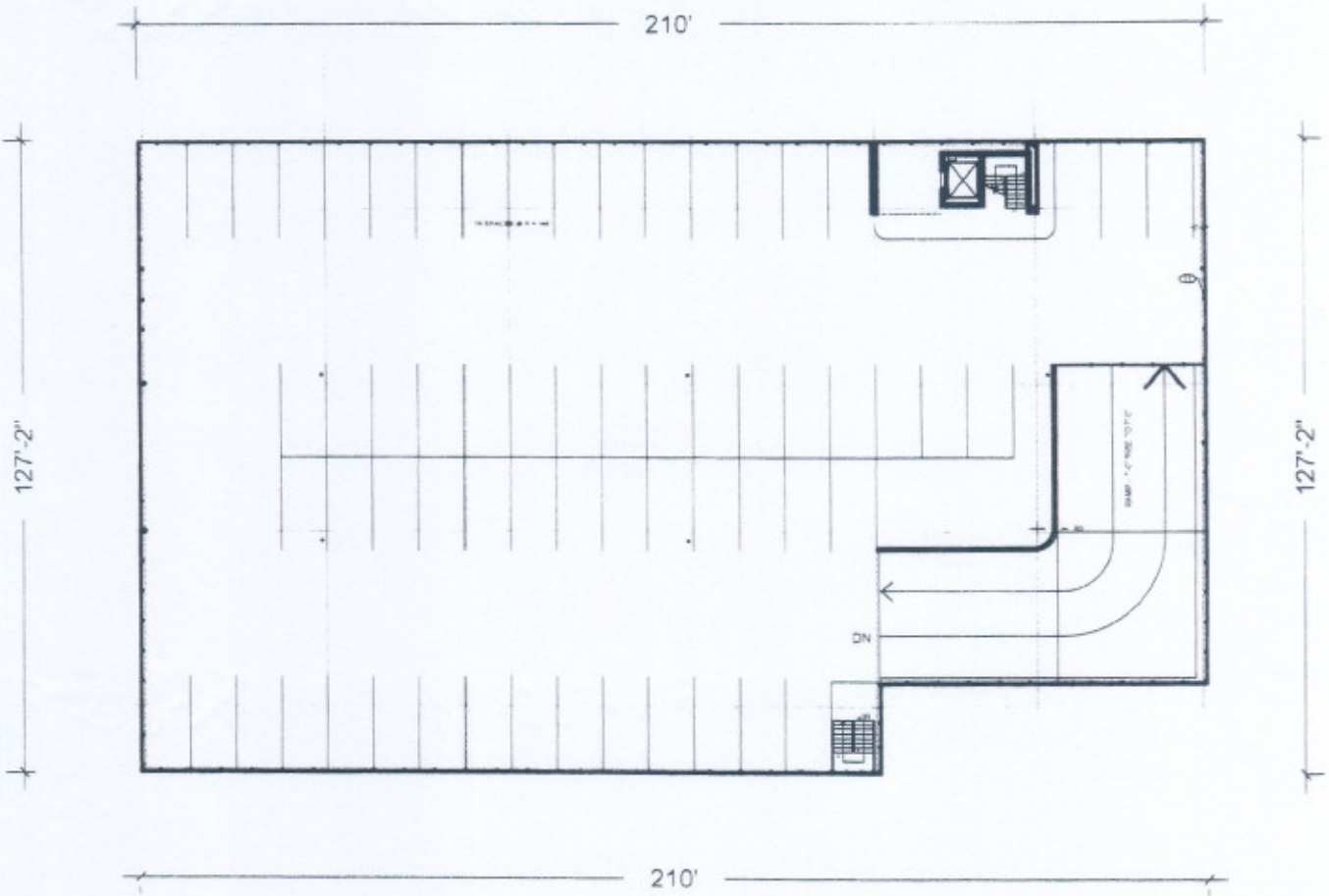


PARKING GARAGE #1
LEVEL 3--25,520 SF (APPRO. 63 SPACE)

EXHIBIT "E"-PAGE 3 OF 8

NOTE:
ALL THE DIMENSIONS, FLOOR AREA,
ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "E"
PARKING GARAGE #1

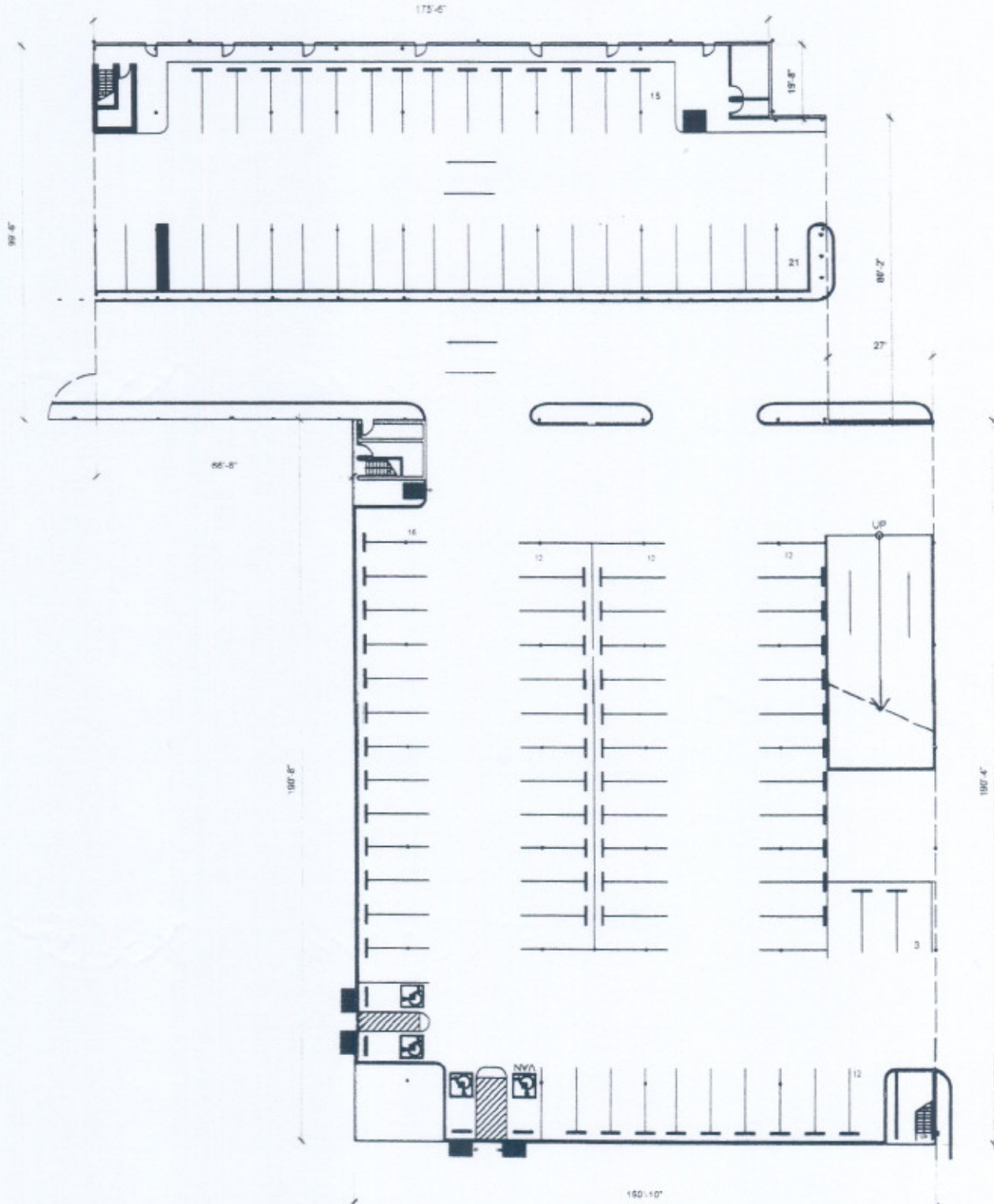


PARKING GARAGE #1
LEVEL 4--25,520 SF (APPRO. 63 SPACE)

EXHIBIT "E"-PAGE 4 OF 8

NOTE:
ALL THE DIMENSIONS, FLOOR AREA
ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "E" PARKING GARAGE #2

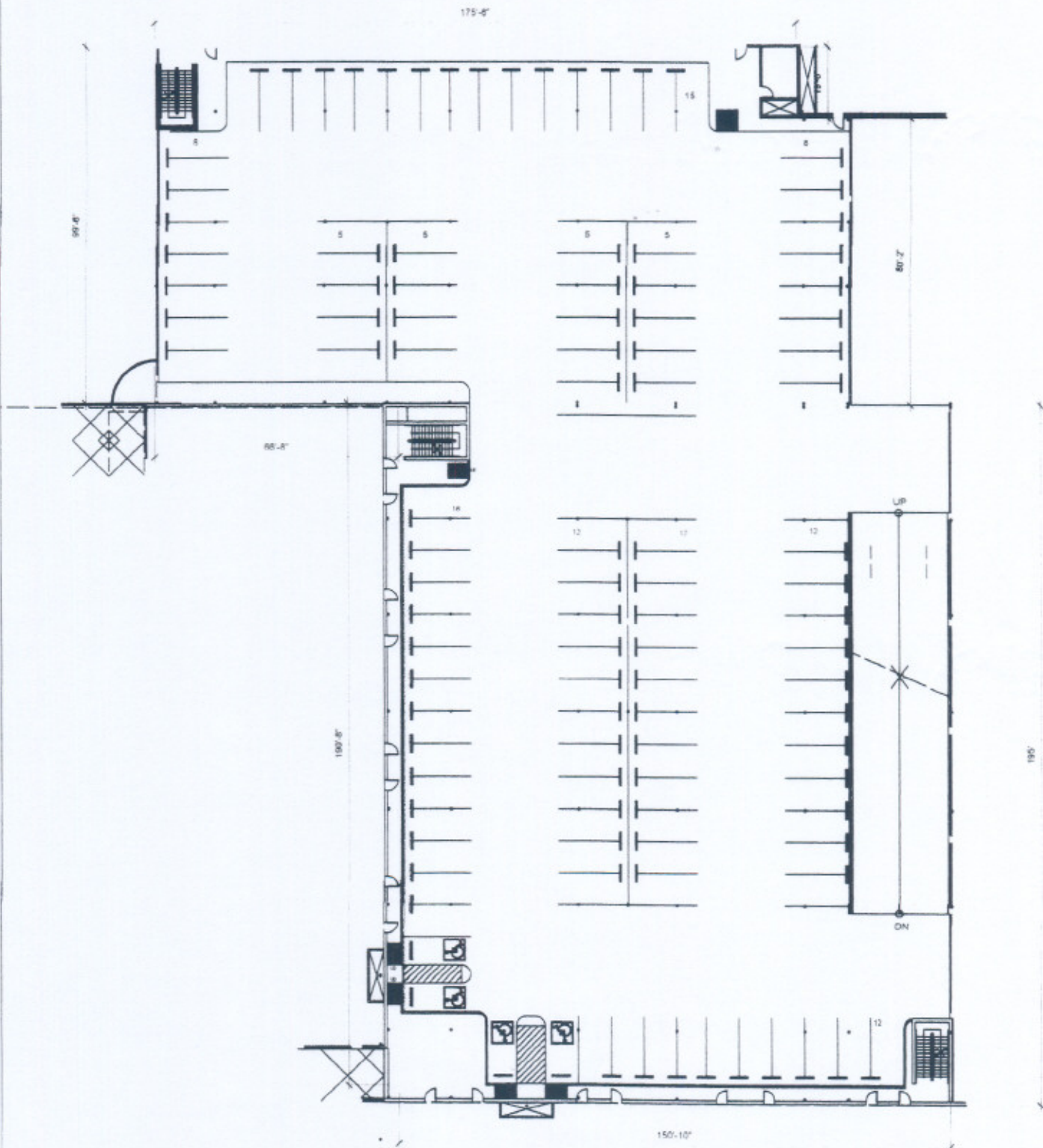


PARKING GARAGE #2
LEVEL 1--47,917 SF (APPRO. 103 SPACE)

EXHIBIT "E"-PAGE 5 OF 8

NOTE:
ALL THE DIMENSIONS, FLOOR AREA
ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "E" PARKING GARAGE #2

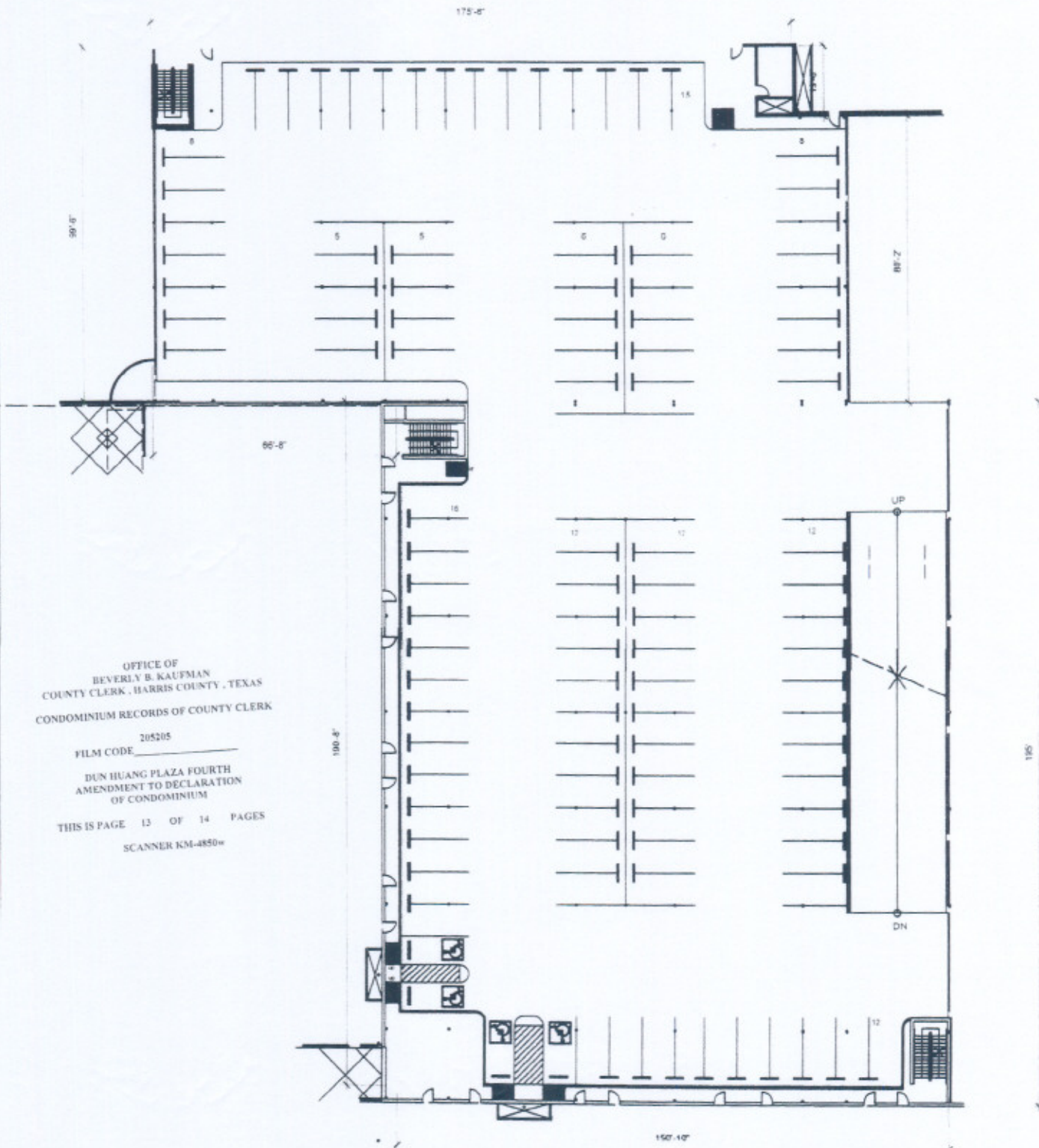


PARKING GARAGE #2
LEVEL 2 - 47,885 SF (APPROX 115 SPACE)

EXHIBIT "E" - PAGE 6 OF 8

NOTE:
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ARE FOR DESIGN PURPOSE ONLY

EXHIBIT "E" PARKING GARAGE #2



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

FILM CODE 205205

DUN HUANG PLAZA FOURTH
AMENDMENT TO DECLARATION
OF CONDOMINIUM

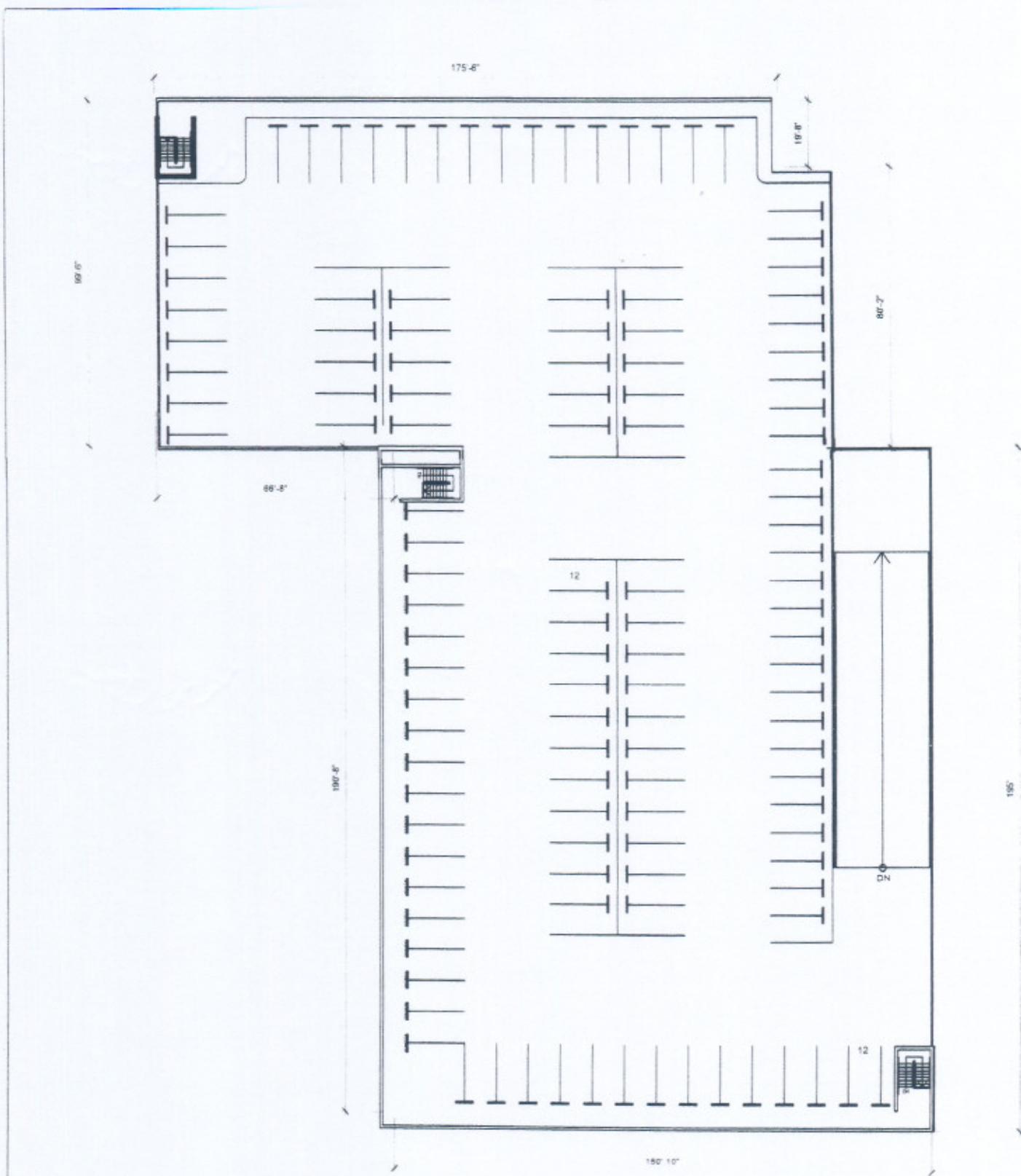
THIS IS PAGE 13 OF 14 PAGES

SCANNER KM-4850w

PARKING GARAGE #2
LEVEL 3--47,885 SF (APPRO. 117 SPACE)

EXHIBIT "E"-PAGE 7 OF 8

NOTE:
ALL THE DIMENSIONS, FLOOR AREA
ARE FOR DESIGN PURPOSE ONLY



PARKING GARAGE #2
 LEVEL 4-47,885 SF (APPRO 121 SPACE)

EXHIBIT "E"-PAGE 8 OF 8

NOTE:
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OFFICE OF
BEVERLY S. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

205206
FILM CODE

DUN HUANG PLAZA FOURTH
AMENDMENT TO DECLARATION
OF CONDOMINIUM

THIS IS PAGE 14 OF 14 PAGES

SCANNER KM-4850w

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

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

I hereby certify that this instrument was FILED in file number Sequence on the
date and at the time stamped hereon by me, and was duly RECORDED. In the
Official Public Records of Real Property of Harris County Texas on

April 21, 2009



Beverly S. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

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