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CO-OWNERS' COUNCIL OF THE COURT AT MUESUM'S GATE, INC.

PRESIDENT'S CERTIFICATE

20100241652
06/09/2010 RP1 $28.00

Notice

I, the undersigned, do hereby certify:

(1) I am the duly elected and acting president of Co-Owners' Council of the Court at Museum's Gate, Inc., a Texas non-profit corporation (the "Council"), and,

(2) Attached hereto is a true and correct copy of the Criteria Regarding Maintenance, Repairs, Replacement and Alteration of Common Elements and Residence Units adopted by the Board of Directors of the Council on May 31, 2010.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 31st day of May, 2010.

Scott Grauer, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 31 day of May, 2010, by Scott Grauer, President of Co-Owners' Council of the Court at Museum's Gate, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

ELLEN M. GLASS
MY COMMISSION EXPIRES
October 28, 2012

WHEN RECORDED, RETURN TO:
Mr. Mark K. Knop
Hoover Slovacek LLP
P. O. Box 4547
Houston, TX 77210-4547

FILED FOR RECORD
8:00 AM

JUN -9 2010

County Clerk, Harris County, Texas

671709v1 MKK 151678-01

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COURT AT MUSEUM'S GATE CONDOMINIUMS

CRITERIA REGARDING MAINTNEANCE, REPAIR, REPLACEMENT AND ALTERATION OF COMMON ELEMENTS AND RESIDENCE UNITS

Article II, Section 2.2 of The Court at Museum's Gate Corrective Amended and Restated Declaration of Condominium (the "Declaration") provides, in part, that each owner at the Court at Museum's Gate Condominiums shall maintain, repair and replace, as necessary, all windows and glass doors of such owner's unit at such owner's sole cost and expense. Further, Article II, Section 2.2 of the Declaration provides that each owner shall, at the owner's own cost and expense, maintain the owner's residence unit. Finally, Article II, Section 2.3 of the Declaration provides that no owner may make any alterations to any of the common elements (including walls, windows and doors that are common elements) nor install, attach, paste or nail any article to the common elements without the prior approval of the Co-Owner's Council of the Court at Museum's Gate, Inc. (the "Council").

In light of the maintenance and repair obligations of the owner's with respect to windows and doors and the prior approval requirements of the Council, the Council hereby promulgates the criteria set forth below regarding maintenance, repair, replacement and alteration of the common elements at the Condominiums. The Board of Directors of the Council (the "Board") may amend this criteria from time to time as it deems necessary and appropriate.

1. **Common Elements**. Except for the windows and doors of the individual units at the Condominiums, owners shall not maintain, repair, replace or alter the common element at the Condominiums whatsoever.

2. **Windows and Doors**.

a. Maintenance, Repair & Replacement. All maintenance, repair, replacement or alteration of an owner's windows or exterior doors **must be approved by the Board prior to any work being commenced.** Approval by the Board will be based upon uniformity, harmony, continuity and architectural integrity of the design of the Condominiums. Note that replacement of a window requires a permit from the City of Houston. The owner should furnish the Board with a copy of the permit from the City of Houston at the time the owner seeks approval from the Board.

b. Replacement Standards.

(i) Exterior Glass Doors. Exterior glass doors shall be replaced by the owner, at the owner's sole cost and expense, with architecturally identical doors with identical glass to the door that is being replaced.

(ii) Roof Access Doors. The roof access doors for the individual units shall be replaced by the owner, at the owner's sole cost and expense, with a door that is acceptable to the Board.

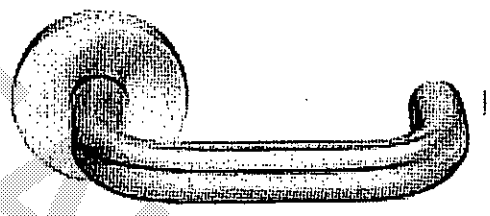
(iii) Exterior Door Frames. The frame for all exterior doors is considered to be a part of the door and therefore shall be replaced by the owner, at the owner's sole cost and expense, with a frame that is acceptable to the Board.

(iv) Door Handles and Deadbolts. Door handles and deadbolts on all glass doors should be replaced by the owner, at the owner's sole cost and expense, with a handle or deadbolt, as the case may be, of the same shape as the original door handle or deadbolt. Door handles, deadbolts and other door hardware should have a finish that is brushed silver in appearance. Below is information on a door handle that the Board finds acceptable:

Door Handle Info:

Emtek
Cologn Style Door Handle in Stainless Steel

Avialable from:
Lighting Inc. Plumbing
4205 Richmond Avenue
(713) 599-1536



Cologne Lever Style w/Disk Rosette
Stainless Steel

(iii) Windows. Single pane square windows shall be replaced, by the owner, at the owner's sole cost and expense, with square pane square window that open out in an awning fashion. One over one and two over two windows shall be replaced with one over one or two over two windows (as the case may be) and with architecturally identical moldings and mutton bars. The center vertical divider for the window should be approximately two and one-half (2 ½) inches wide; the center horizontal divider for the window should be approximately one and one-half (1 ½) inches wide; and the visible part of the window frame should be approximately two and one-half (2 1/2/) inches wide on all four (4) sides of the window. It is acceptable to have screens on the lower opening area of the windows. In order to maintain a uniform look to the windows, the panes shall be square panes and not rectangular. Below is a picture of a window that the Board finds acceptable:

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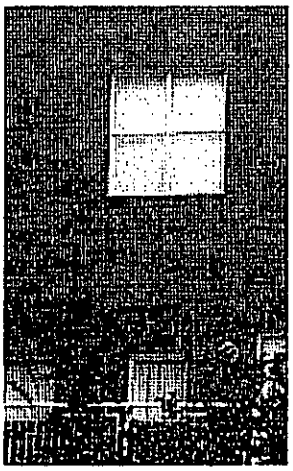

3. **Interior Improvements**. Owners are responsible, at their own cost and expense, to maintain the interior of their residence unit in good condition and repair. In addition, owners are responsible for repairing and replacing, among other systems, the air conditioning and heating system for their residence unit. All repair and replacement work, whether interior or exterior to a residence unit performed by or under the direction of an owner and for which a permit from the City of Houston is required **must be approved by the Board prior to any work being commenced**. The owner should furnish the Board with a copy of the permit from the City of Houston at the time the owner seeks approval from the Board.

4. **Non-liability for Board Action**. None of the members of the Board or the Council shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Board. In reviewing any matter, the Board shall not be responsible for reviewing, nor shall its approval of an improvement to property or otherwise be deemed approval from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, neither the Council or the Board shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof.

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.

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 the 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

JUN - 9 2010

COUNTY CLERK
HARRIS COUNTY, TEXAS

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EG 20100325