

THE FOWLER LAW FIRM

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April 19, 2022

Board of Directors
April Point North, Section Five
Council of Co-Owners
191 April Point North
Montgomery, Texas 77356

RE: ***Dedictory Instruments***

Dear Board of Directors:

Enclosed please find the following instrument:

- **AMENDMENT TO CONDOMINIUM DECLARATION**, recorded on under Clerk's File No. **2022-049774**, in the Official Public Records, Montgomery County, Texas.

Please place this recorded document with your corporate records. We have retained a copy for our records. Thank you for your attention to this matter.

Sincerely yours,

THE FOWLER LAW FIRM



Jacquie Schwarz
Legal Assistant

:jks

Enclosure(s): As stated

AMENDMENT TO
CONDOMINIUM DECLARATION
FOR
APRIL POINT NORTH, SECTION FIVE

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, Gamma Development Company, a Texas corporation, ("Declarant") prepared and recorded a Condominium Declaration for April Point North, Section Five, on February 16, 1978, at Volume 1, Page 347, *et seq.*, under Clerk's File Number 7806432 of the Official Public Records of Montgomery County, Texas (the "Declaration"); and

WHEREAS, pursuant to Section 81.111 of the TEXAS PROPERTY CODE, and pursuant to a written Resolution of owners representing at least fifty-one percent (51%) of the ownership interest in the Common Elements of April Point North, Section Five, provisions of the Declaration shall not be changed or amended without the approval by holders of at least sixty-seven percent (67%) ownership interests in the Condominium Regime; and

WHEREAS, as evidenced by the signatures below, holders of at least sixty-seven percent (67%) percent ownership interests in the Condominium Regime have approved the following amendment to the Declaration, as of the effective date of this instrument.

AMENDMENT

1. Sub-paragraph (j) to Paragraph 1. DEFINITIONS is amended to read as follows:
 - (j) **"COMMON ELEMENTS"** means the general common elements consisting of all portions of the project property, except the individual apartments, storage rooms, porches and balconies, including any beams, columns or other structures supporting the porches and balconies, and numbered parking spaces which are to be individually and separately owned.

2. The second paragraph to Paragraph 5. APARTMENTS is amended to read as follows:

The boundaries of each apartment are shown and depicted on their respective floor survey plats attached as exhibits hereto, and are and shall be the interior finished surfaces of the perimeter walls, floors and ceilings, and each apartment includes both the portions of the building so described and the air space so encompassed, excepting common elements. The individual ownership of each apartment shall also include the following items, except that such items shall be deemed to be part of the building as a whole or the common elements for the purposes of any blanket hazard or casualty insurance policies mentioned in Paragraph 22 below, and the coverage and protection afforded thereunder, to-wit: The interior non-bearing and non-supporting rooms, walls and partitions, cabinets, shelves, closets, interior and exterior doors, glass in windows and doors, the finished perimeter walls, and ceilings, including carpeting or other floor covering or finish, the wallpaper or other wall covering or finish, the individual lighting and electrical fixtures and appliances, the individual kitchen and bathroom

fixtures, equipment, plumbing and appliances such as, but not limited to, cooking ranges, range hoods, refrigerators, sinks; dishwashers, garbage disposals, ovens, water closets, lavatories, shower stalls, bath tubs, medicine cabinets and similar equipment and fixtures, the individual air conditioning and heating units and systems, and the individual hot water heaters, all of which items aforesaid being designed and intended solely for the benefit of and to exclusively serve the particular apartment in or to which the same are located or attached, and are not designed or intended for the benefit, use, support, service or enjoyment of any other apartment or to the common elements or any part thereof. Each apartment shall also have an allocated porch or balcony adjacent to the apartment, unless said porch or balcony has been previously enclosed and becomes part of the apartment. Maintenance and repairs of said porches and/or balconies, including any beams, columns, or other structures supporting the porches and/or balconies, shall be that of the Owner(s) to which it is allocated.

3. Paragraph 6. AUTOMOBILE PARKING SPACES is amended to read as follows:

6. AUTOMOBILE PARKING SPACES - Each Apartment Unit shall be assigned two (2) parking spaces which shall be assigned the same identifying number as the apartment to which such spaces are allocated. Parking spaces allocated to apartment units shall be maintained and repaired by the Owner to whom the parking space(s) are allocated. However, the Board of Administration of the Council of Co-Owners shall have absolute and final discretion to determine whether parking spaces require maintenance and/or repairs. Parking spaces which are not numbered constitute a part of the Common Elements.

4. Paragraph 8. COMMON ELEMENTS is amended to read as follows:

8. COMMON ELEMENTS - The general common elements, also simply referred to as "Common Elements", shall consist of all the "project property" as herein defined and described, except the individual apartments, porches and/or balconies, including any beams, columns, or other structures supporting the porches and/or balconies, storage rooms, and parking spaces which are to be individually and separately owned, and such common elements shall include all the "project land" as hereinabove defined and described, the communication ways, the compartments for installation of central services, the foundation, bearing walls and columns, exterior walls, roofs, structural and supporting parts of all buildings, and all portions of each building (other than the finished interior or surfaces thereof, located within the individual apartments, storage rooms, porches and/or balconies, and parking spaces which are to be individually and separately owned), the outside walks and driveways, and all structures, fixtures, equipment and appliances which are designated and intended for the common and mutual use and benefit of the apartments and the space occupied by same. Reference is hereby further made to the Act for further definition of the "General Common Elements", and all references in this Declaration to the "Common Elements" shall also include the "General Common Elements" as herein and in said Act defined.

5. Paragraph 27. MAINTENANCE, REPAIRS AND REPLACEMENTS is amended to read as follows:

27. MAINTENANCE, REPAIRS AND REPLACEMENTS - Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own apartment, parking spaces, storage area, porches and/or balconies, except as to the common elements located therein. Specifically, but without

limitation, each unit owner, at his own expense, shall maintain, repair or replace the interior surfaces of his apartment and all interior partitions or room walls, all exterior and interior doors, all glass in windows or doors, the exterior and interior surfaces of the storage area, porches and/or balconies, his own cooking range, oven, refrigerator, sink, garbage disposal, and all other individual kitchen appliances, his individual lighting equipment and fixtures, all interior, bathroom fixtures, appliances and plumbing, and all elements and contents of his apartment, parking spaces, storage area, porches and/or balconies, which are individually and privately owned and do not constitute any part of the common elements. All portions of the common elements shall be maintained, repaired or replaced by the Board of Administration or its representative as a common expense of all unit owners. All workmen and other persons authorized by the Board of Administration or the Council of Co-Owners or their representative shall be entitled to reasonable access at reasonable times to the individual apartments as may be required from time to time in connection with the maintenance, repair or replacement of or to the common elements or any equipment, facilities or fixtures affecting or serving other apartments or the common elements. In the event and to the extent that equipment, facilities and fixtures within one apartment shall be connected to similar equipment, facilities and fixtures serving another apartment or the common elements, then reciprocal easements for the maintenance for same shall exist. Upstairs apartments, which share a porch and balcony with a downstairs apartment, shall be jointly and severally liable and responsible for maintaining and repairing the porches and/or balconies allocated to their respective apartments, subject to the terms and conditions contained herein. Specifically, exterior surfaces of any porch or balcony, including flooring or ceilings and the 4X4 support posts immediately beneath the flooring, of any porch or any balcony, and the hand railing of any porches and/or balconies, shall be maintained and repaired solely by the apartment owner to whom the porches and/or balconies is allocated. However, both the upstairs owner and downstairs owner shall be jointly and severally responsible for maintaining any structural components of porches and/or balconies, including any vertical beams, vertical columns, floor and ceiling joists, asphalt tar paper, moisture barriers, plywood sheets, subflooring, and other structural components supporting the shared structure. The Board of Administration of the Council of Co-Owners shall have absolute and final discretion to determine whether porches and/or balconies require maintenance and/or repair. However, in cases where the apartment owners are not in agreement regarding the necessity of the maintenance and/or repairs, the Board of Administration shall first obtain a report and recommendation of a qualified contractor or engineer before requiring the owners to complete said maintenance and/or repairs.

The Amendment of the Condominium Declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended hereby are ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration.

IN WITNESS WHEREOF, the President of April Point North, Section Five, Council of Co-Owners hereby executes this "Amendment to Condominium Declaration for April Point North, Section Five, evidencing that holders of at least sixty-seven percent (67%) percent ownership interests in the Condominium Regime have approved this Amendment, and said Amendment shall be effective upon the date of its filing of record in the Official Public Records of Montgomery County, Texas.

DATED this 1st day of April, 2022.

**APRIL POINT NORTH, SECTION FIVE,
COUNCIL OF CO-OWNERS**



President

STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY

Before me, a notary public, on this day personally appeared Roosevelt Elias,
President of **APRIL POINT NORTH, SECTION FIVE, COUNCIL OF CO-OWNERS**, known
to me to be the person whose name is subscribed to the foregoing instrument, and being by me first
duly sworn and declared that he/she executed same in the capacity and consideration there expressed.

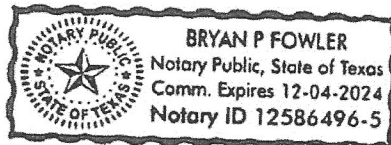
Given my hand and seal of office this the 6th day of April, 2022.



Notary Public – State of Texas

AFTER RECORDING, RETURN TO:

BRYAN P. FOWLER
The Fowler Law Firm
505 West Davis
Conroe, Texas 77301



E-FILED FOR RECORD

04/19/2022 02:16PM

Mark Turnbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

04/19/2022



Mark Turnbull

County Clerk
Montgomery County, Texas