20100401000307500 04/01/2010 08:11:43 AM FD 1/74

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEN RECORDED, RETURN TO:
Terry P. Gorman, Esq.
Gorman Law Offices, P.C.
212 S. Cottonwood Drive, Suite 100
Richardson, Texas 75080

Unofficial

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHAPEL HILL PROFESSIONAL CENTER, AN OFFICE CONDOMINIUM

RECITALS

This is a Declaration of Covenants, Conditions, and Restrictions for Chapel Hill Professional Center, an Office Condominium. The property initially subject to this Declaration is described in Exhibit A attached hereto and incorporated herein for all purposes.

The property initially consists of no more than eight non-residential condominium units, and no more, and various common area improvements, all of which are to be built. The undersigned Declarant is the owner of the property at the time of recordation of this Declaration. The property is locally known as the "***Chapel Hill Professional Center***."

The Declaration establishes a plan for individual ownership in fee simple of each condominium unit and an undivided interest in the common area and common facilities. Each owner shall have exclusive ownership of, possessory interest in, and responsibility for the area or space contained within such owner's condominium unit, subject to the covenants, conditions, and restrictions contained in the Declaration.

The Declaration and the property subject to it shall be governed by the Texas Uniform Condominium Act, Chapter 82, Texas Property Code ("***TUCA***"). The terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations in this Declaration shall be deemed to run with the land and shall be binding upon any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I . Definitions and Terms.

1.1 Definitions of terms are contained in **Schedule 1.0** hereto.

ARTICLE II. Condominium Unit Designations and Descriptions.

2.1 Recordation of Plat. A reduced copy of the Map is in Exhibit B attached hereto and incorporated herein for all purposes. The large original Map is contained in the Association's records and is, or will be, recorded in the Condominium Plat Records of Collin County, Texas. The Map contains:

(a) Land Description. The Map contains the legal description of the surface of the land described in **Exhibit A**.

(b) The Improvement Locations. The Map contains the linear measurements and location, with reference to the exterior boundaries of said land, of the Buildings and all other improvements constructed, or to be constructed, on said land. The Map contains the footprint of the Units and Buildings constructed, or to be constructed by the Declarant, showing the exterior boundaries and number of the Units, and any other data necessary for the identification of them, which information is depicted by plats of each floor of each Building showing the respective letters of the Buildings, the numbers of the floors and the numbers of the Units therein.

(c) Limited Common Elements. The Map contains the location of Limited Common Elements, including the Building Sites, and the identification of the Units to which the same relate. Declarant or the Board may amend the Map, from time to time, to ensure that the same conform with the actual location of any of the improvements and to establish, vacate, and relocate easements, access road easements, and on-site parking areas.

2.2 Designation of Units. The Project consists of no more than eight separately designated Units to be built. Each Unit is identified by a number on the Map. The remaining portion of the Project, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage or fraction thereof attributable to each Unit being as shown on **Exhibit C** attached hereto and incorporated herein for all purposes.

2.3 Limited Common Elements.

(a) Areas of Exclusive Use. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements, and include the areas described in **Section 1.26** of **Schedule 1.0** attached hereto and incorporated herein for all purposes. Limited Common Elements are allocated and assigned by the Declarant to the respective Units, as indicated on the Map. Limited Common Elements for a Unit may contain (1) the air conditioning pad(s) exclusively serving the Unit, and (2) the enclosed courtyards, sidewalks, and driveways, if any, exclusively serving the Unit. Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners, except by invitation.

(b) Reallocation of General Common Elements to Limited Common Elements. Common Elements will be allocated in Limited Common Elements to one or more Units from time to time, pursuant to the following provisions:

(1) Delineation at Time of Construction. At the time of submission of preliminary plans for a Building to the Architectural Control Committee, Owner shall submit a request for any requested reallocation of General Common Elements to Limited Common Elements for the Unit Owner's use as driveways, walkways, exclusive Unit Owner use, and the Building Envelope for the Unit, which shall be shown on a detailed drawing of the Unit and the area surrounding the Unit. Generally the Building Envelope will be an area located 10' outside of the Building Site (as it may be expanded pursuant to **Section 2.3(b)(2)** below), but such Building Envelope may be larger or smaller at the discretion of the Architectural Control Committee. Upon approval of the general location Limited Common Elements, including the Building Envelope, the Owner shall deliver to the Architectural Control Committee an amendment to this Declaration in form similar to the Boundary Designation shown on **Exhibit J** attached hereto and incorporated herein for all purposes, containing a revised Plat and Plan for the Unit with legally accurate description of the General Common Elements intended to be reallocated as Limited Common Elements for such Unit and for the Building Envelope. The Architectural Control Committee may condition its approval of any such amendment of the Unit Owner agreeing that any driveway or other facility may be jointly used by one or more Units. Upon approval of the amendment the Board shall cause to be executed and recorded a Boundary Designation at the cost of the Owner of the Unit proposing the amendment,

UNOFFICIAL

and the areas and improvements located within the areas so designated as Limited Common Elements (other than the Unit itself) shall thereafter be deemed to be Limited Common Elements appurtenant to such Unit. The Limited Common Elements so allocated to the Unit shall be landscaped and maintained by the Owner of the applicable Unit in accordance with landscape plans approved by the Architectural Control Committee. Likewise, the improvements within the Limited Common Elements will be maintained in good repair and appearance in accordance with this Declaration, the Rules and Regulations and the Architectural Guidelines by the Owner of the Unit to which such areas are declared to be a Limited Common Element.

(2) Expansion of Building Site. As permitted in **Section 3.8**, the Architectural Guidelines provide for the possibility of the expansion of a Building Site and a reallocation of General Common Elements to Limited Common Elements of a Unit. Upon approval by the Architectural Control Committee (and, if required under the Architectural Guidelines, any adjacent Owners), the Owner requesting an extension of the Building Site shall submit to the Architectural Control Committee for its approval an amendment to this Declaration, containing a revised Plat and Plan with a legally accurate description of the General Common Elements intended to be reallocated as Limited Common Elements for the Building Site expansion. Upon approval of the amendment and revised Plat and Plan by the Architectural Control Committee, the Board shall cause to be executed and recorded the amendment, at the cost of the Owner of the Unit requesting the expansion, and the expansion of the Building Site shall thereafter be deemed to a Limited Common Element appurtenant to such Unit. Documentation For The

2.4 Regulation of Common Areas. Rules governing the use of such areas by Owners and by their guests and invitees shall be promulgated by the Declarant, or by the Board of Directors of the Association after the same has been elected. All Owners shall be furnished with a copy thereof at the direction of the Board. Each Owner shall be required to comply strictly with said rules and regulations and shall be responsible to the Association for compliance therewith by the members of their respective families, relatives, guests, invitees, tenants, and contractors, both minor and adult.

2.5 Inseparable Units. Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased, or encumbered separately, and shall at all times remain indivisible. Except for easements to utility companies, any attempted conveyance of an interest in the Common Elements shall be void unless it also conveys the Unit to which that interest is attached.

2.6 Descriptions. Every deed, lease, mortgage, trust deed, or other instrument may legally describe a Unit by its identifying Unit number, as shown on the Map, followed by the words "*a condominium*" and a reference to this recorded Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber, or otherwise affect the undivided interest in the Common Elements appurtenant to such Unit.

2.7 Encroachments. If any portion of the Common Elements encroaches upon a Unit or Units, a valid permanent easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid permanent easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

2.8 Taxes. The Association shall give written notice to the Collin County Appraisal District of the establishment of the Condominium Regime with respect to the Project, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2.9 Reservation of Special Declarant Rights. The Declarant reserves the special rights set

out in the **Schedule 2.9** Special Declarant Rights attached hereto and incorporated herein for all purposes, notwithstanding anything in the Declaration to the contrary ("**Special Declarant Rights**").

ARTICLE III. Rights and Obligations of Ownership.

3.1 Ownership. A Unit will be a fee simple estate and may be held and owned by any person, firm, corporation, or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas. Each Unit Owner is allocated an undivided interest in the Common Elements in accordance with **Exhibit C** and shall have a right to use easements and any Limited Common Elements in accordance with the Declaration. Each Owner shall have an unrestricted right of ingress and egress to the Owner's Unit, subject to reasonable routes of such vehicular and pedestrian access.

3.2 No Partition. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements.

3.3 Rights of Ownership. Each Owner (including unsold Units owned by Declarant) shall be entitled to exclusive ownership and possession of the Unit owned by such Owner. Each Owner may use the Common Elements in accordance with the purposes for which they are intended and without hindering or encroaching upon the lawful rights of the other Owners, subject to the rules and regulations adopted from time to time by the Board for the purpose of facilitating such common use and enjoyment by all Owners.

3.4 Use and Occupancy Restrictions. Subject to restrictions in **Schedule 3.4**:

(a) Non-Residential Purposes. Subject to the other provisions of this Declaration, no part of the Project may be used for residential purposes as defined in TUCA.

(b) Common Elements. The Common Elements are intended for use for the purposes of affording vehicular and pedestrian movement within the Project; providing access to the Units; providing for the beautification of the Project; and providing privacy for the occupants thereof through landscaping and such other means as shall be deemed appropriate. No part of the Common Elements shall be obstructed or damaged so as to interfere with its intended use or for its maintenance and operations No part of the Common Elements shall be used for general storage purposes, nor shall anything be done on the Common Elements in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon.

3.5 Mechanic's and Materialman's Liens. Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owners, its agent, contractor or subcontractor, shall be the basis for filing of a lien against the interest in the Common Elements owned by the other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of the other Owners or against their interest in the Common Elements for construction performed or for labor, materials, services, or other products incorporated in such Owner's Unit.

3.6 Right of Entry. In addition to the rights of access granted in §82.066 and §82.107 (d) of TUCA, an easement is hereby created over, through and across the Regime in favor of the Association for the purpose of providing access to each Unit and to abate any nuisance or any dangerous or unauthorized activity or condition being conducted or maintained within the Regime, to remedy any prohibited or unlawful activity which affects the welfare or health of other Owners, to enforce the provisions of this Declaration, the Bylaws or the Rules and Regulations. Declarant and the Association reserve the right, without the necessity or the joinder of any Owner or other person to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for utility purposes (including

without limitation, gas, water, electricity, telephone, data transmission, HVAC) in favor of any Owner or other person. The Association also shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Elements, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

3.7 Owner Maintenance. An Owner shall maintain and keep in repair the Building and the improvements, grounds, and landscaping in the Limited Common Elements designated for such Unit. All fixtures and equipment, including, without limitation, the heating and air conditioning system, and water heater, installed for the Unit, shall be maintained and kept in repair by the Owner thereof. Without limitation on the generality of the foregoing, an Owner shall maintain and keep in good repair (and replace, if so required) the security system, the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for its Unit, as well as other fixtures appurtenant to such Unit which are situated within or installed into or on the Limited Common Element such as an air conditioning compressor, together with all pipes, wiring, ducts, and other equipment appurtenant thereto. An Owner shall be obligated to repair and replace promptly any broken or cracked windows, doors, or glass forming a boundary of such Unit, subject to the Association's right to control the exterior finish and color of the doors. Notwithstanding anything to the contrary contained in this Section, an Owner when exercising its right and responsibility of repair, maintenance, replacement, or remodeling shall never alter in any manner whatsoever, the exterior appearance of its Condominium Unit without obtaining the prior approval of the Architectural Control Committee.

3.8 Approval for Construction, Alteration, or Modification. No Owner shall construct a condominium Unit without the prior written approval of the plans therefor by the Architectural Control Committee (or if the approval is sought during the Declarant Control Period and Declarant has elected to act as the Architectural Control Committee, the Declarant in accordance with **Schedule 2.9**). No Owner shall construct, alter, modify, add to, or otherwise perform any work whatever in a Unit or upon any of the Common Elements, Limited or General, without the prior written approval of the plans therefor by the Architectural Control Committee. Owners shall follow and comply with the Architectural Guidelines as adopted by the Architectural Control Committee or Declarant. The initial Architectural Guidelines are attached hereto and incorporated herein for all purposes as **Exhibit I**. Any proposed construction, alteration, or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Architectural Control Committee of complete plans and specifications showing the nature, kind, shape, size, materials, color, location, and any other information requested by the Architectural Control Committee for all proposed work. The Architectural Control Committee shall have the obligation to answer in writing within 30 days after receipt of notice of the proposed construction, alteration, or modification. Failure to so answer in writing within the stipulated time shall be deemed approval of the proposed construction, alteration, or modification. During the Declarant Control Period, Declarant or the Architectural Control Committee, at Declarant's election, shall have the sole right to approve or reject any plans and specifications submitted by a Unit Owner for approval. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the Units, Buildings, or Common Elements or impair any easement or appurtenance.

3.9 Liability for Negligent Acts. If the need for maintenance or repair to any portion of the Project is caused through the willful or negligent act of an Owner, its tenants or invitees and is not covered or paid for by insurance either on such Owner's Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject, pursuant to **Article IV**.

3.10 Subject to Declaration and Bylaws. The Owner of each Unit (including unsold Units owned by Declarant) and the Association shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Association

on behalf of the Owners or, in proper cause, by an aggrieved Owner against another Owner or against the Association, including the right to judicially contest the decisions of the Board or the Association.

3.11 INDEMNITY. *Unit Owners and the Association indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant or agent of the Association, the Architectural Control* Committee, *other Committee appointed by the Board, or the Board, against all claims and liabilities, including such person's negligence, in whole or in part, or strict liability and expenses including attorney's fees reasonably incurred by such person in connection with such action, suit or proceeding, if it is found and determined by the Board or a court that such person (a) acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association, or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that such person did not act in good faith or in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, the Architectural Control Committee, or the Board, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of such person's status as such.*

ARTICLE IV. Management and Administration

4.1 Authority to Manage; Association Duty to Maintain. Except as otherwise provided in the Declaration, the affairs of the Project shall be managed and administered by the Association. The Association shall have all rights, powers and duties of, and shall constitute and be, the "***Association***," as that term is used in TUCA. The Association shall have the right, power, and obligation to provide for the maintenance, repair, replacement, and administration of the Project, including Common Elements, to the degree and in the manner as *provided* in this Declaration, the Bylaws, and the Rules and Regulations of the Association. However, the Association shall not be responsible for owner maintenance obligations outlined in **Section 3.7**. The business and affairs of the Association shall be managed by the Board, and the Association may enter into a management agreement upon the terms and conditions approved by the Board.

4.2 Board of Directors.

(a) Composition of Board. The Board shall consist of at least 3 persons. The election of Directors and determination of the number of directors shall be conducted at the annual meeting of members except as provided in **Section 4.2(d)**. Each member shall be entitled to cast his total number of votes, as calculated in the manner provided in **Section 4.5(b)** of this Declaration. No member shall cast for any one candidate more than the total number of votes that member has. The candidates receiving the highest number of votes up to the number of Vacancies shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors.

(b) Voting by Board Members. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board. A meeting of the Board shall be held each year promptly after the annual meeting of the members, at the place of such annual meeting of members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board shall be held at such times and places as the Board shall determine.

Unofficial

(c) Length of Term. The members of the Board shall serve for a term of one year commencing at the time of their election, or until their death, resignation, removal, or until they are no longer members of the Association, whichever is earlier. Except for Directors appointed by Declarant pursuant to the rights of Declarant during the Declarant Control Period, any member of the Board may be removed from membership on the Board, with or without cause, by a Majority of Unit Owners at a quorum meeting of the Owners called to consider such action or at an annual meeting of the Members.

(d) Declarant Control Period. Notwithstanding **Section 4.2(a) and (c)** preceding and **Section 4.5**, the Declarant shall have the sole and absolute right to appoint all the members of the Board until that date, which is 120 days after the conveyance of 75% of the Units have been conveyed to persons other than Declarant and, further, thereafter shall have the continuing sole and absolute right to appoint 2/3rds of the members of the Board until that date which is the earlier to occur of 120 days after the conveyance of 50% of such Units or 3 years from the conveyance of the first Unit by Declarant. The foregoing right of the Declarant shall not be affected by any transfer of Special Declarant Rights created or reserved herein. After the expiration of the Declarant's Control Period, the Unit Owners shall elect the Board, which members, within 31 days thereafter, shall elect the officers of the Association.

4.3 Certificate of Formation and Bylaws. The administration of this Condominium Project shall be governed by this Declaration, the Certificate of Formation of the Association, and the Bylaws of the Association, and the resolutions of and rules and regulations adopted by the Board. The initial Certificate of Formation of the Association and initial Bylaws of the Association are contained in **Exhibit D** and **Exhibit E**, attached hereto and incorporated herein for all purposes, respectively. Each of the foregoing documents may be amended or changed only in accordance with the amendment procedures contained in the respective documents. An Owner of a Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of its ownership.

4.4 Administration and Enforcement of Declaration, Bylaws and Rules. The Association or any Owner may utilize any of the rights and remedies set forth below, for the enforcement of all restrictions, conditions, covenants, reservations, liens, bylaws, rules, charges, and liabilities imposed by the provisions of this Declaration, the Certificate of Formation, the Bylaws, or Rules. Failure of the Association or any Owner to enforce shall not be deemed a waiver of the right to do so thereafter.

(a) Rules and Regulations. The Board may adopt Rules and Regulations (which may be referred to as "**Community Policies**") for governing the use and maintenance of the property and obtaining compliance by Owners and their contractors, invitees and tenants with the Declaration and with Association Bylaws, and Rules and Regulations, provided that same are not prohibited by this Declaration or Texas law. The Rules and Regulations may address any subject relating to uses of Units, Common Areas, construction, repairs, parking, unsightly objects, relationships between Owners, invitees, tenants and/or the Association, enforcement, and other subjects reasonably affecting the Project. The rules must be consistent with and not in conflict with this Declaration. The initial Rules and Regulations are attached as **Exhibit H** attached hereto and incorporated herein for all purposes.

(b) Late Charges. The Board may adopt late charges, from time to time, for late payment by the Owners of monies owed to the Association.

(c) Returned Check Charges. The Board may assess returned check charges against an Owner, as set by the Board from time to time, for each returned check, plus late charges, until acceptable payment is received.

(d) Nonassessment Items First. All monies received from an Owner may be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, user fees, damages, etc., regardless of notations on checks and transmittal letters.

UNOFFICIAL DOCUMENT

(e) Suspension of Voting Rights and Use Rights. The right to vote and the right to use Common Areas of any Owner who is more than 30 days delinquent on any sum owed to the Association may be suspended by the Board.

(f) Fines. The Board or the Association's manager may assess fines against an Owner for violations by the Owner or its invitees, contractors, or tenants of standards of conduct contained in the Declaration and the Association rules. Fines may also be assessed for violation of suspended common facility use rights. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owners. There must be notice of the alleged infraction and fine to the Owner no later than 45 days from the alleged infraction.

(g) Remedies Against Tenants. The Board shall have authority to evict tenants of Owners, after reasonable notice, for substantial or repeated violations of Association Rules. The Board shall have authority to enforce all Rules against the Owner's tenants, including collection of fines for violations of the Declaration or Bylaws by the tenants.

(h) Tenants May Pay. If an Owner is delinquent in the payment of any sum due the Association for a period of 30 days or more, any tenant of the Owner occupying the Unit may pay any sums due to the Association by the Owner in order to avoid suspension of Common Area use rights; and the Tenant may deduct same from rent due to the Owner. The Association may enter into indemnity agreements to protect tenants who pay money to the Association under authority of this Section.

(i) Leasing. The Board may adopt reasonable requirements for leasing a Unit. For example, the Board may require (1) that tenant names, work phones, home phones, and emergency contact persons be registered with the Board or the Association's management company, or (2) that a particular lease form be used, provided that members are free to modify or amend such lease form as they deem proper. The management company managing the Association does not have authority to act for the Association in leasing or managing individual units. A Unit Owner may contract with the same management company which manages the Association to lease or manage a Unit owned by the Owner. Additionally, in such case the Unit Owner shall inform the tenant that in leasing or managing the Owner's Unit, the management company is not acting on behalf of the Association.

(j) Interest. All sums due the Association by Owners shall bear interest from due date at the highest lawful rate, compounded annually.

(k) Fees for Special Services. Fees chargeable to Owners for special services (such its furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, etc.) shall be set by the Board from time to time.

(l) Parking Limitations. Vehicle owners shall reimburse the Association for any costs incurred in towing vehicles illegally parked provided notice required in applicable statutes is complied with in accordance with applicable statutes regarding illegal parking. Owners shall be responsible for parking violations of their tenants.

(m) Publication of Delinquencies. The Board may disclose and publish to Association members and mortgagees the financial condition of the Association, including a list of names and amounts of any delinquencies. The Board may notify mortgage lenders and tenants of delinquent monies owed by such Owners to the Association. Mortgage lenders may notify the Board of any delinquencies in the payment of mortgages.

(n) Name and Addresses of New Owners. An Owner may not sell or convey its Unit without all monies due and owing to the Association being paid in full; and if such Owner

does sell, convey, or transfer its Unit without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter on such Unit until such monies are paid in full. If an Owner sells or transfers Ownership of its Unit and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing on the Unit after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner. The new Owner shall also be liable from the date of such new Owner's acquisition of title. The selling or transferring Owner shall have a right of indemnity against the new Owner for recovery of any such sums paid by the selling or transferring Owner under this Section.

(o) Change of Addresses. Owners shall keep the Association timely informed of their current addresses and any change of addresses.

(p) Name and Addresses of Tenants. Owners shall notify the Association of current names and addresses of tenants of their respective Units.

(q) Lien of the Association. The Association shall have a lien on an Owner's Unit, including any rentals and insurance proceeds relating to the Unit, to secure payment of all monies owed by the Owner to the Association. The lien and foreclosure of the lien is addressed further in this Declaration.

(r) Venue and Lawsuit Authority. All obligations of owners, tenants, and the Association arising under this Declaration, the Bylaws, or Rules shall be performed in Collin County, Texas, and venue for any lawsuits relating thereto shall be in Collin County, Texas. The Association shall have the right to file and defend a suit (including injunctions) and recover on behalf of the Owners in any cause of action based on damages to the Common Areas or based on liabilities of Owners and their invitees, contractors, tenants, or third parties accruing to Owners and/or the Association.

(s) Attorney's Fees. If delinquent accounts or other violations are turned over to the Association's attorney, the Owner shall be liable for all attorney's fees incurred by the Association in collections, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing the Declaration, Bylaws, and Rules and Regulations.

(t) Association Entry. The Association shall have the right to enter an Owner's Unit for purposes of (1) inspection, (2) prevention of damage to the Common Elements, (3) enforcement of the Declaration, and (4) protection of property rights and quiet enjoyment of other Owners. The Association may require Owners to furnish the Association with entry keys to their Units for such purposes.

(u) Notices to Multiple Owners, Tenants, and Mortgagees. Notice to or from one of multiple Owners or tenants of a Unit shall be deemed as notice to or from all Owners or tenants of that Unit. If Owner is more than 60 days delinquent, the Association may send to the Owner's tenant a copy of any Association notices or communications with the Owner. The Association shall give such notice upon written request of a first lien mortgage or insurer.

(v) Assignment of Revenues. The Association shall have the power to convey a security interest in its revenues to a lender for purposes of obtaining loans necessary for the operation and/or improvement of the Project. No such security interest may be given without being approved by a vote of the Board.

(w) Other Powers. The Association shall have all other powers necessary and proper for the government and operation of the Association, including but not limited to those powers contained in the Texas Uniform Condominium Act. Such powers include the right to grant permits, licenses, and easements over Common Elements for utilities, roads, and other purposes for the proper operation of the Property.

Unofficial

4.5 Membership and Voting.

(a) Membership. Membership in the Association shall be appurtenant to the legal fee title to the Condominium Units of the Project, and upon the transfer of title to a Condominium Unit of the Project, the membership appurtenant thereto shall be deemed to be transferred to the grantee of such Condominium Unit, upon recordation of the deed or other conveyance thereof in the Official Records of Collin County, Texas. No membership in the Association may be conveyed or transferred in any other manner. When the title to a Condominium Unit in the Project is owned by more than one person, firm, corporation, or other entity, the membership in the corporation appurtenant to such Condominium Unit shall be owned in the same manner and to the same extent as the Condominium Unit, with all the Owners of such Condominium Unit being collectively the member in the Association.

(b) Voting. Ownership of each Condominium Unit in the Project by a member entitles the Owner or Owners (collectively), including Declarant, thereof to one vote per Condominium Unit. If a Condominium Unit is owned by more than one person, the Owners who own fractional interests in such Condominium Unit aggregating more than 50% of the whole ownership thereof shall appoint one member who shall be entitled to exercise the votes pertaining to that Condominium Unit at any meeting of the members of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board of Directors or upon the death or judicially declared incompetence of any one of the Owners of such Condominium Unit. If a Condominium Unit is owned by more than one member claiming to be entitled to exercise the voting right attributable to that Condominium Unit, then none of such members shall be allowed to exercise the voting rights attributable to such Condominium Unit unless such members concur upon the manner in which such votes will be cast. Failure of such Owners to concur shall result in that Condominium Unit being excluded in all respects in determining whether a requisite number of votes has been cast with respect to the matter upon which such vote is being taken. All members of the Association may be present at any meeting of the members and may act at such meetings in person or by proxy (whether physically present or not). If at any time the Association shall hold legal title to one or more Condominium Units, the voting rights to which the Owner thereof otherwise would be entitled shall be exercised as directed by majority vote of the Owners in attendance at the meeting, in person or by proxy.

(b) Completed and Uncompleted Units. The membership and voting rights referred to above shall accrue to an Owner of a Unit, regardless whether the Unit has been constructed or completed.

4.6 Insurance.

(a) Property Insurance. The Association shall obtain insurance for the Regime as required by § 82.111 of TUCA. The Association may also obtain and maintain at all times insurance on the Project of the type and kind required by this Declaration, including such other risks, of a similar or dissimilar nature, as are or shall customarily be covered with respect to condominium projects, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association, the Owners and all mortgagees of Units (of whose lien interest the Association receives written notice) as the insureds. In addition, each policy shall identify the interest of Unit Owners and shall provide for a standard, noncontributory mortgage clause in favor of each First Lien Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements (excluding the Land), and against such other hazards and for such amounts as the Board may deem advisable. Flood insurance is not necessary because none of the Units or improvements are in a Special Flood Hazard Area or in the 100-year flood plain according to

FEMA maps. The Association may elect to obtain and maintain insurance covering the Units and Unit Owners. Each Owner irrevocably designates the Association, as attorney in fact, to administer and distribute property insurance proceeds applicable to the Owner's Unit, whether or not the property insurance is obtained or maintained by the Association or the Unit Owner. Such insurance policy shall also provide that it cannot be canceled or substantially modified by either the insured or the insurance company until after 10 days prior written notice to each First Lien Mortgagee. The Board of Directors shall, upon request of any First Lien Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor. All policies of insurance shall provide that the insurance there under shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured Owners not guilty of any act or omission, shall not be invalidated or suspended and shall remain in full force and effect. The Association, in order to preserve the integrity of the Project, shall be deemed to have an "**insurable interest**" in each Unit. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association and their respective servants, agents or guests.

(b) Liability Insurance. The Association shall maintain a policy of commercial liability insurance and property damage insurance against claims for personal injury or death, or property damage suffered by the public, or any Owner or Occupant, family, agent, employee, or invitee of an Owner or Occupant, occurring in, or about the Limited or General Common Elements, which liability and property damage insurance shall afford protection to such limits and extent as the Association deems desirable. Such liability and property damage insurance policy shall also contain a cross-liability endorsement wherein the rights of a named insured under the policy or policies shall not prejudice his, her, or their action or actions against another named insured. Such insurance policy shall also provide that it cannot be canceled or substantially modified by either the insured or the insurance company until after 10 days prior written notice to each First Lien Mortgagee, to the extent allowed by law. This liability coverage does not insure the individual Unit Owner for liability or damages arising out of the use of its individual Unit as distinguished from the Common Elements of the Project.

(c) Fidelity Bond. The Association shall maintain or cause to be maintained an adequate blanket fidelity bond covering all persons handling or responsible for funds of or administered by the Association and that such bond shall be of a kind and in an amount the Association deems necessary for the protection of the Owners.

(d) Condominium Unit Owners' Insurance. The insurance obtained pursuant to **Section 4.6(a)** does not insure the personal property of Unit Owners, and unless the Association elects to insure Buildings does not insure Units, and each such Unit Owner may, at the Owner's option and expense, obtain such other insurance as the Owner deems necessary to insure such property. In addition, the insurance obtained pursuant to **Section 4.6(a)** might not insure the Units or any fixtures, installations or additions composing a part of the Buildings. An Owner of a Unit may obtain at its cost and expense such additional insurance as may be necessary to insure its Unit and the fixtures and improvements therein.

4.7 Accounting; Audit; Inspection of Records. The Board shall keep or cause to be kept books of detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Project or the Association. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Association by all Owners at convenient hours on working days and the Board shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for

inspection. All such books and records shall be kept in accordance with generally accepted accounting principles, consistently applied, and shall be audited at least once a year by an outside auditor selected by the Board unless directed otherwise by the Association at the annual membership meeting. The fiscal year of the Association shall be the calendar year unless another period is established by resolution of the Board. At all times, the Association shall have and maintain current copies of the declaration, articles of incorporation, bylaws, and Association rules, along with books, records, and financial statements, available for inspection by Unit Owners or by holders, insurers, or guarantors of first mortgages that are secured by units in the project, during normal business hours. The Association shall make an audited statement for the preceding fiscal year available to the holder, insurer, or guarantor of any first mortgage that is secured by a unit in the project on submission of a written request for it. The audited financial statement shall be available within 120 days of the Association's fiscal year-end.

4.8 Architectural Control Committee. The Board or a Committee appointed by the Board shall serve as the Architectural Control Committee for the Association, approving or disapproving construction, alteration, and modifications pursuant to **Section 3.8**. The Board can dissolve the committee it has appointed and substitute itself as the Architectural Control Committee. The Board can overrule, supersede or amend any decision made by the Architectural Control Committee it has appointed. The Architectural Control Committee may from time to time designate Advisory Members.

(a) Action by Architectural Committee. Items presented to the Architectural Control Committee shall be decided by a majority vote of its members. The Architectural Control Committee may hire consultants, including engineers and architects, and contractors to assist it in its duties hereunder. The Architectural Control Committee may establish reasonable fees and charges payable by Owners to the Association seeking approvals or variances from the Architectural Control Committee, including requiring reimbursement for all reasonable costs incurred in reviewing and processing such requests.

(b) Term. Each member of the Architectural Control Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, or if the Board is acting as the Architectural Control Committee, for such term as the member is a Director. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to act until a replacement member has been designated.

(c) Adoption of Rules and Guidelines. The Architectural Control Committee may adopt such procedural and substantive rules and guidelines ("**Architectural Guidelines**"), not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules and guidelines as the same may be amended from time to time. Absent a material change in circumstances or if an alteration or reconstruction of a previously approved improvement is being undertaken, once plans and specifications are approved by the Architectural Control Committee for a particular construction project, the Owner who has received such approval is not required to obtain a further approval for such construction if the rules and guidelines change subsequent to the original approval ("**grandfathered improvements**").

(d) Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Control Committee is required, it shall have the right to consider all of the plans and specifications for the improvement or proposal in question and all other facts which are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any improvement on the Property or any portion thereof, 3 complete sets of the final plans and specifications therefor shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such plans and specifications in writing. The Architectural Control Committee shall consider and act upon any and all plans and specifications submitted for is approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time

Unofficial

to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Control Committee. The Architectural Control Committee may review plans and specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Control Committee of any information or documents deemed necessary by the Architectural Control Committee, it may postpone review of any plans and specifications submitted for approval. No improvement shall be allowed on any Building Site which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Control Committee shall have the authority to disapprove any proposed improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Control Committee shall be final and binding so long as it is made in good faith. The Architectural Control Committee shall not be responsible for reviewing any proposed improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials. At the option of the Architectural Control Committee, one complete set of the plans and specifications will be retained by the Architectural Control Committee, and one complete set of plans and specifications will be marked "*Approved*" and returned to the Owner or its designated representative. If found not to be in compliance with the rules and guidelines or this Declaration, the Bylaws, Rules and Regulations or resolutions adopted by the Board, one set of such plans and specifications shall be marked "*Disapproved*," accompanied by a reasonable statement of items found not to comply with any such matter. Any party requesting approval of a set of plans and specifications for use with a particular Building Site shall submit a site plan showing the position of all improvements on the Project and a tree survey as a part of those plans and specifications. The party submitting such plans shall be required to point out to the Architectural Control Committee, and the Architectural Control Committee shall have the right to review and approve, any material changes to or deviations from any previously approved set of plans and specifications. The Architectural Control Committee shall have the right to prevent the construction of any improvements which have, in the Architectural Control Committee's sole opinion, material changes to or deviations from any previously approved set of plans and specifications.

(e) Actions of the Architectural Control Committee. The Architectural Control Committee may, by written resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of the majority of all of the members of the Architectural Control Committee taken without a meeting, documented in accordance with Article 1396-9.10A of the Texas Non-Profit Corporation Act, shall constitute an act of the Architectural Control Committee. Notwithstanding anything to the contrary, in the event the Architectural Control Committee fails to respond to a request for approval of plans and specifications within 45 days of receipt of all required information, the Architectural Control Committee shall be deemed to have approved such plans and specifications. The Architectural Control Committee shall have the authority to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements, where such actions have not first been reviewed and approved or otherwise constitute a violation of the Restrictions. The violating Owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bring the property into compliance with the Restrictions and any plans and specifications approved by the Architectural Control Committee. If an Owner proceeds with construction that is not approved by the Architectural Control Committee, or that is a variance of the approved plans and specifications, the Association may assess reasonable fines and may continue to assess such fines until Architectural Control Committee approval is granted or the violation is removed.

(f) No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans or Specifications for any work done or proposed or in connection

with any other matter requiring the approval or consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

(g) Variances. The Architectural Control Committee may grant variances when, in the opinion of the Architectural Control Committee, in its sole and absolute discretion, such variance will not impair or detract from the quality of the development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two of the voting members of the Architectural Control Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Building Site for any purpose except as to the particular property and in a particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

(h) No Implied Waiver or Estoppel. No action or failure to act by the Architectural Control Committee or by the Board shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or Board of Directors with respect to the construction of any improvements within the Regime. Specifically, the approval by the Architectural Control Committee or the Board of any such construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

(i) Non-liability. Neither the Architectural Control Committee nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's or the Board's respective duties under this Declaration, unless due to the willful misconduct or bad faith of such person. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner due to the construction of any improvement within the Project.

(j) Work in Progress. The Architectural Control Committee, at its option, may inspect all work in progress to insure compliance with approved plans and specifications.

(k) Certificate of Compliance. Upon completion of any improvement approved by the Architectural Control Committee and upon written request by the Owner of the Unit, the Architectural Control Committee or the Board acting through one of its officers may issue a compliance certificate ("**Compliance Certificate**") in a form suitable for recordation. The Compliance Certificate may identify the Unit and the improvements, the use or uses to be conducted thereon, and the plans and specifications on file with the Architectural Control Committee pursuant to which the improvements were made and shall specify that the improvements comply with the approved plans and specifications. The Compliance Certificate shall not be construed to certify the acceptability, sufficiency, or approval by the Architectural Control Committee or the Association of the actual construction of the improvements or the workmanship or materials thereof. The Owner is hereby notified that the Compliance Certificate in no way warrants, except as set forth above, the sufficiency, acceptability, or approval by the Architectural Control Committee of the construction, workmanship, materials, or equipment of the improvements. Preparation and recordation of such a Compliance Certificate shall be at the expense of the Owner of the improved Unit. The Architectural Control Committee, and its agents and employees, shall not be responsible for inspecting any proposed improvement, nor shall its approval of any plans or specifications be deemed approval of any improvement as to structural

Unofficial

safety, engineering soundness or conformance with any building or other codes, regardless of the hiring by the Architectural Control Committee of any consultants to assist it in its duties hereunder.

4.9 Security Policies. Neither Declarant nor the Association promises, warrants, or guaranties the safety or security of Owners, occupants, tenants, invitees, guests, or their agents or contractors or their personal property against the criminal actions of others. Each Owner and other person in the Project has the responsibility to protect himself or herself and to maintain insurance to protect his or her belongings. Owners and tenants should contact an insurance agent to arrange appropriate fire and theft insurance on their personal property. No security system, patrol, access gate, or electronic security device can provide protection against crime at every location at every moment of the day or night. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Owners and all other persons in the Project should not rely on such systems and should always protect themselves and their property as if no security systems exist. Owners and all other persons in the Project should make no other assumptions regarding security. If security systems, security devices, access gates, or walk-though/drive-through services are utilized in the Project, no representation is made by Declarant or the Association that such systems, devices, or services will prevent injury, theft or vandalism. Any companies or individuals walking or driving in the community on behalf of Owner may not carry weapons and have no greater authority under the law to restrain or arrest criminals or to prevent crime than the ordinary citizen. Neither Declarant nor the Association promises, warrants, or guaranties that any such systems, devices, or services do in fact discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime. Declarant and the Association reserve the right to reduce, modify or eliminate any security system, security devices, or services at any time; and such action shall not be a breach of any obligation or warranty on the part of Declarant or the Association. If controlled access gates or intrusion alarms are provided, Owners will be furnished written operating instructions; and it is the responsibility of Owners and their tenants to read them and bring any questions to the attention of the Association or its management company. Further, it is the responsibility of Owners and their tenants to promptly notify the Association in writing of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled-access gates, intrusion alarms, and other security-related devices in the Common Area. Each Owner and tenant must report to the Association any crime that he or she is aware of and that occurs in the Owner's Unit or in Common Areas near the Owner's Unit. If an Owner's Unit is equipped with an intrusion alarm, the Owner is responsible for all fines and other charges resulting from or attributable to the alarm, including false-alarm charges -- even if caused by the Owner's tenant, invitees, or contractors. The Association has the right to enter a Unit for purposes of cutting off a security system in which the intrusion alarm is disturbing other Owners or their tenants. Protecting Owners, their tenants, and invitees from crime is the sole responsibility of the respective Owners and law enforcement agencies. Owners, tenants, and other occupants should promptly report to the Association or the Association's management company in writing any Common Area locks, latches, lighting, overgrown shrubbery, fences, gates, intrusion alarm, and other security related devices that they believe are in need of repair or improvement. ***Declarant and the Association expressly disclaim any duties of security.***

ARTICLE V. Maintenance Assessments.

5.1 Assessments for Common Expenses.

(a) Periodic Billing. All Owners shall be obligated to pay the estimated Common Assessments imposed by the Association to meet the Common Expenses. The obligation to pay Assessments hereunder is part of the purchase price of each Unit when sold to an Owner. An express lien on each Unit is hereby granted and conveyed by Declarant to the Association to secure the payment thereof in each such instance, each such lien to be superior and paramount to any homestead or other exemption provided by law. Common Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first day of each calendar month or at such other time as may be established by the Board. By resolution of the Board, the frequency of collection of Common Assessments may be altered to another frequency. If an

Owner fails to pay the Common Assessment applicable to its Condominium Unit by the 15th day after such assessment is due, the Board shall have the right to impose and assess a late charge in such amount (not to exceed any applicable usury limit) as may be established by the Board from time to time. Assessments for the respective Units shall commence on the date each Unit is sold by Declarant.

(b) Reserve Fund. On the date that a Unit is initially purchased from Declarant, the first Owner of such Unit shall make a contribution to the reserve fund of the Association and shall pay Common Assessments equal to 4 months' regular assessments. See also **Section 7.5**.

5.2 Purpose of Assessments. The Common Assessments levied by the Association shall be used **exclusively** for the purposes of promoting the health, safety, and welfare, of the Owners of the Units, and in particular for the improvement, maintenance, operation, administration and preservation of the Project.

5.3 Determination of Assessments. The assessments to be paid by all of the Owners, including Declarant, shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all Common Expenses. Examples of expenses that will be taken into account in making this determination include, among other items, taxes, governmental assessments, landscaping and grounds care, common area lighting, repairs and renovation, garbage collections, wages, water charges, legal and accounting fees, insurance, management costs and fees, expenses and liabilities incurred by the Association or managing agent under or by reason of this Declaration, expenses incurred in the operation and maintenance of facilities, payment of any deficit remaining from a previous period and the creation of reserve funds. Owners having exclusive use of Limited Common Elements shall not be subject to any special charges or assessments for the repair or maintenance thereof, subject to the terms of this Declaration. The omission or failure of the Board to fix the assessment for any period shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay Common Assessments.

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

5.5 Owner Obligations for Assessments and Mid-Year Alterations of Assessments.

(a) Allocated Interest. All Owners shall be personally obligated to pay the Common Assessments imposed with respect to its Unit by the Association to meet the Common Expenses. The Common Assessments shall be imposed based upon each Owner's proportionate or percentage interest in and to the Common Elements as reflected in **Exhibit C**.

(c) Updating. If the Board determines at any time during the calendar year that an increase or decrease in the amount of the Common Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may revise the amount of the Common Assessment for the remainder of such year. The new Common Assessment shall remain in effect until it new amount is established either under this **Section 5.6** or under **Section 5.7**.

5.6 Special Assessments for Improvements. In addition to the regular Common Assessments authorized by this Declaration, the Board of Directors may levy in any calendar year a special Common Assessment or Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a capital improvement constituting or to constitute part of the Common Elements. Such special assessment may be for the necessary fixtures and personal property related thereto, or for the purchase of any movable or personal property for the common use of all the Owners, or for such other purpose or purposes as the Declarant or the Board of Directors may consider appropriate and for the common benefit of all of the Owners. Such

special assessment shall be imposed upon the Owners in proportion to the respective ownership interests in the Common Elements as set out in **Exhibit C**.

5.7 Commencement of Assessments. Common Assessments shall be due on the first day of each calendar month. The Board shall fix the amount of the Common Assessments applicable to the units at least 30 days prior to January 1st of each year. The Board may change the assessments to quarterly rather than monthly.

5.8 No Exemption. No Owner may exempt himself from liability for its contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of its Unit.

5.9 Lien for Assessments.

(a) Priority. All sums due and unpaid by a Unit Owner shall be secured by an express contractual lien (which is hereby created, granted and reserved) on such Unit and any insurance proceeds and rents relating to such Unit, which lien shall be superior and prior to all other liens and encumbrances, except only for:

(1) Taxes. Assessments, liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Unit; and

(2) First Lien Mortgage. All liens securing sums due or to become due under any duly recorded and valid First Lien Mortgage. Sale or transfer of any Unit pursuant to a foreclosure or a deed in lieu of foreclosure of a First Lien Mortgage shall not extinguish the Association's contractual lien on amounts becoming due and after such foreclosure. No such foreclosure shall relieve such Unit, or the Owners thereof, from liability for monies owed by the Owner to the Association.

(b) Foreclosure. To evidence the amounts from time to time secured by such contractual lien the Board of Directors may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one of the members of the Board of Directors or the Association's attorney and may be recorded in the Office of the County Clerk of Collin County, Texas. Such contractual liens may be enforced by the Association through judicial foreclosure or nonjudicial foreclosure on the defaulting Owner's Unit. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in the Texas Property Code, or in any other manner permitted by law. Each Owner, by accepting a deed to its Unit, shall be deemed to have expressly granted to the Association a power of sale upon its Unit to secure payment or the Common Assessments thereafter imposed upon the Owner. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Association shall have the right to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same, if it is the highest bidder at such foreclosure sale. Without other formality than executing an instrument in writing, the Association shall have the right to appoint a successor or substitute trustee to exercise the power of sale.

(c) Suit. Suit, to recover a money judgment against the Owner for unpaid sums shall be maintainable without foreclosing or waiving said lien securing same.

(d) Subrogation. Any lienholder on a Unit may pay any unpaid sums due with respect to such Unit, and upon such payment, the lienholder shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

UNOFFICIAL

(e) Continuation of Lien. A lien for any Assessment will not be affected by the sale or transfer of the Unit, unless a foreclosure of a First Lien Mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

5.10 Subordination of the Lien to First Lien Mortgages. The contractual lien securing monies owed to the Association shall be subordinate to the lien of any First Lien Mortgage created by the Owner on its Unit to the extent same is recorded with the Clerk of Collin County, Texas prior to the due date of the amount(s) owed to the Association. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by a duly authorized officer of the Association.

5.11 Statement of Assessments. Upon payment to the Association of a reasonable fee calculated to reimburse the Association for the cost of providing same, and upon the written request of any Owner or any lienholder, or prospective purchaser or lienholder of a Unit, the Association, by its Board of Directors or the Managing Agent, shall issue a written statement (a "**Resale Certificate**") setting forth the unpaid Common Assessments and other sums due, if any, with respect to the subject Unit, the amount of the current Common Assessments, and other sums due, the date the next of such Common Assessments, and other sums become due and payable, which shall be conclusive upon the Association in favor of the addressee of such statement.

5.12 Payment of Assessments by Declarant. As provided in Section 82.112 of TUCA, from the date of the conveyance of the first Unit by Declarant until the end of three years or the end of the Declarant Control Period, whichever is sooner, the Declarant shall periodically pay to the Association an amount equal to all operation expenses of the Association, less the operational expense portion of the assessments paid by Unit Owners other than Declarant. In other words, the Declarant shall pay for any operations expense shortfall during the Declarant Control Period, and monthly assessments for unsold Units owned by the Declarant shall be zero dollars during that time period. Notwithstanding the foregoing, Declarant shall always contribute, on a monthly basis for each of Declarant's unsold Units, an amount attributable to that Unit's pro rata share of replacement reserves as set forth in the annual operating Budget.

5.13 Personal Liability for Assessments. Assessments and other sums due shall be the personal obligation of the Owner of the Unit at the time the sum accrued. Subsequent Owners shall not be personally liable but their Units shall nonetheless be subject to a lien for payment of same as set forth in this Declaration. Successor Unit Owners may agree to assume such liability, however.

ARTICLE VI. Destruction or Obsolescence of Improvements.

6.1 Destruction or Obsolescence. The Association shall be and each Unit Owner hereby irrevocably appoints the Association as attorney-in-fact to represent the Unit Owner in (1) negotiations, settlement, and litigation involving any insurance claims under any insurance policies purchased by the Association, (2) condemnation proceedings for Common Elements, and (3) litigation involving Common Elements. If the Regime is damaged by fire or any other disaster, the insurance proceeds shall be held and disbursed pursuant to §82.111 of TUCA.

6.2 Judicial Partition. There shall be no judicial partition of the Common Elements, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in **Section 6.1** in the case of damage or destruction or unless the Condominium Regime has been terminated.

6.3 Condemnation. If all or part of the Project is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Lien Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such

proceedings by the Association shall be a Common Expense. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association and such damages or awards shall be applied as provided below. If an action in eminent domain is brought to condemn a portion of the Common Elements, the Association in addition to the general powers set out in this Declaration, 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 the Property to be condemned to the condemning authority in lieu of such condemnation proceedings. With respect to any such taking of the Common Elements, all damages and awards shall be paid to the account of each Owner proportionately in accordance with such Owner's interest in the Common Elements. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible, the Common Elements so taken or damaged. If it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map shall be duly amended by instrument executed by the Association on behalf of the Owners.

ARTICLE VII. Protection of Mortgagees.

7.1 Mortgage Priorities. Any Owner shall have the right from time to time to mortgage or encumber its Unit by deed of trust, mortgage or other security instrument.

7.2 Notice to Association. Upon request by the Association, an Owner who mortgages its Unit shall notify the Association, giving the name and address of its mortgagee. Each mortgagee may notify the Association of the fact that such mortgagee holds a deed of trust or mortgage on a Unit. The Board shall maintain such information in its records.

7.3 Notice of Default: Lapse in Insurance. The Association shall notify a mortgagee of a Unit in writing, upon written request of such mortgagee, which also provides the Association with its name and address and the number of the Unit on which it holds its lien, of any default by the Owner of such Unit in performing such Owner's obligations, as set forth in the Declaration, which are not cured within 30 days after written notice to do so has been given. The Association, upon written request, shall notify a First Lien Mortgagee of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

7.4 Examination of Books. Upon request, the Association shall permit a Unit Owner and its mortgagees to examine current copies of the Declaration, Bylaws, other Rules concerning the Project, and the books and records of the Association during normal business hours.

7.5 Reserve Fund. The Association shall establish adequate reserve funds for replacement of Common Elements. The purpose of the fund is to pay for unforeseen expenditures, or to acquire additional equipment for services deemed necessary or desirable by the Board. The initial reserve fund shall be established by collecting at the time of sale of each Unit by Declarant the sum of at least two months of estimated common charges for such Unit or at the time control of the Property is transferred to the Unit Owners by the Declarant, whichever is earlier. Any amounts paid into this fund are not to be considered as advance payments of regular assessments. The reserve fund shall be held in the name of the Association at all times, in a segregated fund under the control of the Association. The reserve fund may not be used by the Declarant to defray any of Declarant's expenses, reserve contributions, or construction costs or to make up budget deficits while Declarant is in control of the Association. When unsold Units are sold by Declarant, the Declarant shall be reimbursed from the reserve fund for any of such Unit's reserve fund earlier contributed to the reserve fund by the Declarant.

7.6 Annual Audits. Upon written request the Association shall furnish each First Lien Mortgagee an annual financial statement of the Association within 120 days following the end of each fiscal year of the Association upon payment of reasonable copy charges.

7.7 Notice of Meetings. The Association shall furnish each First Lien Mortgagee upon written request by such First Lien Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such First Lien Mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.8 Notice of Damages, Destruction, or Condemnation. Upon written request by it, the Association shall furnish a First Lien Mortgagee timely written notice of any substantial damage or partial destruction of any Unit on which such First Lien Mortgagee holds the mortgage if such loss exceeds $1,000 and of any part of the Common Elements if such loss exceeds $ 10,000. The same notice shall be timely given if condemnation proceedings are instituted on a mortgagee's Unit or if specific notice to a lienholder is required under this Declaration.

7.9 Management Certificate. A management certificate, in compliance with the requirements of TUCA, shall be timely filed with the County Clerk of Collin County, Texas. A copy of a sample management certificate to be used is contained in **Exhibit F** attached hereto and incorporated herein for all purposes and may be modified as needed or required by law, without need to amend.

ARTICLE VIII. Miscellaneous Provisions.

8.1 Amendments to Declaration. Declarant may amend this Declaration at any time prior to the sale of a Unit to an Owner other than Declarant. Declarant may also amend this Declaration for the purpose of exercising a Special Declarant Right reserved by Declarant. Pursuant to §82.067 (a)(3) of TUCA, any such amendment will be effective upon: (1) execution by Declarant and (2) compliance with §82.067(g) of TUCA. Declarant may also amend the Declaration as provided by §82.051(c), §82.059(f), §82.060 and §82.067 (a) and (f) of TUCA. The Association may amend this Declaration in accordance with §82.007, §82.056(d), §82.058(c), or §82.062 of TUCA. Certain Owners may amend this Declaration in accordance with §82.058(b), §82.062, and §82.068(b) of TUCA. No amendment will be effective until an original thereof is duly recorded in the Official Public Records. This Declaration may be terminated in accordance with §82.068 of TUCA.

8.2 Dimensions. The square footage, size, and dimensions of each Unit as set out and shown in this Declaration or on the Map are approximate and are shown for descriptive purposes only, and the Declarant does not warrant, represent, or guarantee that any Unit actually contains the area, square footage, or dimensions shown by the plat thereof. A purchaser of a Unit shall have no claim or demand against the Declarant or any other person because of any difference, shortage, or discrepancy between the Unit as actually and physically existing and us as is shown on the Map. The existing physical boundaries of a Unit or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be in the boundaries, regardless of settling, arising, or lateral movement of the building and regardless of variance between the boundaries shown on the Map and those of the Buildings.

8.3 Change in Documents. Upon written request, the holder of any mortgage covering any of the Units shall be entitled to written notification from the Association 30 days prior to the effective date of any change in this Declaration.

8.4 Notices. All notices, demands or other notices intended to be served upon an Owner may be sent by ordinary or certified mail, postage prepaid, or by personal delivery, in any event addressed in the name of such Owner in care of the Unit number and Building address of such Owner, All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association, may be sent by ordinary or certified mail, postage prepaid, or by personal delivery, in any event to the management company for the Association, until such address is changed by a notice of address change duly recorded in the Official Public Records of Collin County Texas.

UNOFFICIAL

8.5 Conflict between Declaration and Bylaw. Whenever the application of a provision of this Declaration conflicts with the application of any provision of the Bylaws adopted by the Association, the provisions or application of this Declaration shall prevail.

8.6 Invalidation of Parts. If any of the provisions of this Declaration or any section, sentence, clause, phrase or word or the application thereof in any circumstances is invalidated or declared unenforceable, such invalidity shall not affect the validity of enforceability of the remainder of this Declaration and the application of any provisions, section, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

8.7 Omissions. In the event of the omission from this Declaration of any word, sentence, clause, provision, or stipulation which shall be necessary for the accomplishment of the intent and purposes of this Declaration, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8.8 Consent of Mortgagee. The financial institution holding a first lien on the Property at the time of recordation of this Declaration consents to the creation of the Declaration, as set forth in **Exhibit G** attached hereto and incorporated herein for all purposes.

ARTICLE IX. Sale, Leasing or Other Alienation.

9.1 Sale or Lease. If the Owner of any Unit or any interest therein, other than Declarant, shall desire at any time to sell or lease its Unit or any interest therein to any person other than Declarant, and receives an offer for the purchase thereof or the lease thereof for a term of 6 months or longer, which he would be willing to accept, such Owner shall not sell or lease its Unit or interest therein without first giving the Board at least 45 days prior written notice of the proposed sale or lease, which notice shall be sent by United States certified or registered mail, with return receipt requested, and shall state the name, address, occupation and place of employment of the proposed purchaser, or lessee, and the price, terms and conditions of the proposed sale or lease. Such notice shall be deemed to authorize the Board to make credit inquiries regarding the proposed purchaser or lessee. During the period of 30 days following the receipt of such notice by the Board, the Association shall have the right of first refusal and an irrevocable option to purchase or lease the Unit or any interest therein for the same price and upon the same terms and conditions as the proposed sale or lease described in such notice. If the Board shall fail to give written notice to such Owner within said 30 day period that the Association has elected to purchase or lease such Unit or any interest therein upon the terms herein provided, or if the Board notifies such Owner in writing within said 30 day period that it has elected not to purchase or lease such Unit or any interest therein, then and in either event such Owner may proceed to close said proposed sale or lease transaction. If, however, the Board gives written notice to such Owner within said 30 day period of the election by the Association to purchase or lease said Unit or any interest therein upon the same terms as the proposed sale or lease described in said notice, then such purchase or lease shall be closed upon the same terms as such proposed sale or lease. Any letting or leasing of any Unit or any interest therein for a period less than six months or less by any Owner, shall not be subject to the right of first refusal by the Association.

9.2 Consent. The Board shall not exercise any option and right of first refusal herein above set forth to purchase any Unit or interest therein without the prior written consent of the voting members holding at least 75% of the voting rights in the Association, excluding the members whose Unit or Units are the subject matter of such option for purposes of determining said percentages. If the Board shall adopt a resolution recommending that the Association should purchase, rent or lease said Unit upon the terms described in said notice, then the Board shall promptly call a special meeting of the Association for the purpose of voting upon its right and option of first refusal, which meeting shall be held within 30 days from date of receipt of said notice, and if the Owners owning not less than 75% in the aggregate of the total ownership interest in the Common Elements, excluding the members whose Unit or Units are the subject matter of such option for purposes of determining said percentages, by affirmative vote at such meeting, elect to exercise such right and option of first refusal to purchase, rent or lease such Unit on the

UNOFFICIAL

terms proposed, then the Board shall promptly give written notice of such election to the Owner desiring to sell, rent or lease in accordance with the provisions hereof.

9.3 Financing of Purchase Under Option. Acquisition of the fee title, leasehold rights or any interest in the Units by the Association may be made from the assets, if any, or on the credit of the Association, as such, or from the Association's funds or if such funds are insufficient, the Board may levy as assessment against each Owner in proportion to its ownership in the Common Elements, as a Common Expense, which assessment shall be enforceable in the same manner as provided herein; or the Board, in its discretion, may cause the Association to borrow money to finance the acquisition of such interest. The Association shall not levy any assessment for funds to be used to acquire or to amortize indebtedness on any such acquired Unit without the prior approval of the Owners of Units owning at least 51% of the Common Elements, and the approval of the lienholders holding mortgages or liens upon the Units which have 51% of the Common Elements appurtenant to such Units.

9.4 Resale or Sublease by Association. If the Association shall purchase, rent or lease any Unit as herein provided, the Board shall have the authority at any time thereafter to sell, subrent or sublease the same on behalf of the Association, upon such terms and for such price as the Board may deem proper, and all net proceeds or deficit therefrom shall be divided among all the Owners in proportion to their respective ownership interests in the Common Elements, in such manner as the Board may determine.

9.5 Waiver of Option. The Board shall have the authority on behalf of and in the name of the Association to elect by majority vote of the members of the Board not to exercise such right and option of first refusal, and to give written notice of such election. The Board shall also have the authority and right, on behalf of and in the name of the Association to waive the provisions of this Article in respect to any Unit or Units, provided that such waiver shall be in writing, and duly executed and acknowledged in recordable form. Whenever any such waiver may be given by the Board in respect to any Unit or Units, the Owner or Owners thereof may sell, rent or lease the same without regard to the provisions of this Article and without giving the notice required herein of its proposed sale, rental or lease and without giving the Association the right and option of first refusal provided for herein.

9.6 Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article as herein above set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact, complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a fee set by the Board.

9.7 Exceptions to Options. The provisions of this Article shall not apply to any sales, rentals or leases made by or to Declarant. Any Owner may sell, lease or rent its Unit to the Declarant without complying with the provisions of this Article. Also, the Declarant shall have the absolute and unconditional right to sell, rent or lease any Unit which it may now own, or which it may acquire by repurchase or lease from any Owner, to any person whomsoever, without complying with any of the provisions of this Article.

ARTICLE X. Declarant's Right to Cure; Arbitration

10.1 Owner Claims for Alleged Defects, Personal Injury, Survival, Wrongful Death or Damage to Goods-Binding Arbitration. It is Declarant's intent that all Units will be constructed in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with good construction and development practices for similar projects. Nevertheless, disputes may arise concerning the existence of defects in a Unit or the Building and the Declarant's responsibility for correcting such defects. It is Declarant's intent to resolve all disputes and claims pertaining to construction defects amicably, and without the necessity of time-consuming and costly litigation. Declarant hereby reserves the right and easement for itself and any successor or assign to

DRAFT

inspect, repair and/or replace defects in any General Common Elements, Limited Common Elements, Unit, Building or any improvement.

(a) Binding Arbitration. In the event an Owner asserts or alleges a claim for damages for any alleged defect in the construction or design of the General Common Elements, Limited Common Elements, Unit, the Building or any improvement, or any personal injury, survival, wrongful death or damage to goods which was caused by any defect associated with construction or design of the General Common Elements, Limited Common Elements, Unit, Building or any improvement (collectively, an "***Owner Dispute***"), then the Owner will be obligated to arbitrate the Owner Dispute unless Declarant specifically waives arbitration in writing (in the event of a waiver by the Declarant, there shall be no obligation to arbitrate the Group Dispute). Declarant may, by summary proceedings (*e.g.*, a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Owner Dispute not referred to arbitration as required by this **Section 10.1**.

(b) Governing Rules. Each Owner Dispute shall be resolved by binding arbitration in accordance with the terms of this **Section 10.1**, the Commercial Arbitration Rules of the American Arbitration Association, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code). In the event of any inconsistency between this **Section 10.1** and such statute and rules, this **Section 10.1** shall control. Judgment upon the award rendered by the arbitrators will be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction.

(c) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this **Section 10.1** will limit the right of Declarant or any Owner, and Declarant and such Owner shall have the right during any Owner Dispute, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, which is involved in an Owner Dispute, including, without limitation, rights and remedies relating to (1) exercising self-help remedies (including set-off rights) or (2) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies will not constitute a waiver of the right of any party, including the plaintiff, to submit the Owner Dispute to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(d) Statute of Limitations. Any statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this **Section 10.1**.

(e) Arbitrators. Unless the parties to the arbitration agree in writing to the contrary, all arbitration proceedings shall be arbitrated by a panel of three arbitrators, which shall be appointed by the American Arbitration Association in accordance with its procedures.

(f) Scope of Award; Modification or Vacation of Award. The arbitrators shall resolve an Owner Dispute in accordance with the applicable substantive law. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable and within the scope of this **Section**. The arbitrators may also grant such ancillary relief as is necessary to make effective the award. In all arbitration proceedings in which the amount in controversy exceeds $50,000.00, in the aggregate, the arbitrators shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings in which the amount in controversy exceeds $50,000.00, in the aggregate, the parties shall have in addition to the limited statutory right to seek vacation or modification of any award that is based in whole, or in part, on an incorrect or erroneous ruling of law by appeal to an appropriate court having jurisdiction; provided, however, that any such application for vacation or modification of an award based on an incorrect ruling of law must be filed in a court having jurisdiction over the Owner Dispute within 15 days from the date the award

DRAFT

is rendered. The arbitrators' findings of fact shall be binding on all parties and shall not be subject to further review except as otherwise allowed by applicable law.

(g) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Owner Dispute for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in the city of the Regime's location. Arbitrators shall be empowered to impose sanctions and to take such other actions as the arbitrators deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and applicable law. The arbitrators shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrators' fees) to the prevailing party. Each party agrees to keep all Owner Disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding an Owner Dispute or issue any press release regarding any Owner Dispute without the written consent of the other parties to the Owner Dispute.

10.2 Declarant's Right to Cure Alleged Defects-Claims by the Association

(a) Easement. In the event that the Association claims, contends or alleges that any portion of the General Common Elements, Limited Common Elements, Unit, Building or any other improvement is defective, or claims, contends or alleges that Declarant, its agents, consultants, contractors or subcontractors (collectively, "**Agents**") were negligent or are otherwise liable for defects in the planning, design, engineering, grading, construction or other development of all or any portion of the General Common Elements, Limited Common Elements, Unit, Building or any other improvement (collectively, an "**Alleged Defect**"), Declarant hereby reserves the right and easement for itself and any successor or assign to inspect, repair and/or replace the Alleged Defect as provided in this **Section 10.2**.

(b) Notice and Information. The Association shall, within 15 days of after discovery of any Alleged Defect, deliver a written notice (the "**Notice of Alleged Defect**") to Declarant which shall include all of the following:

(1) A preliminary list of Alleged Defects (the "**Preliminary List of Alleged Defects**");

(2) A summary of the results of a surveyor questionnaire distributed to the Members of the Association to determine the nature and extent of the Alleged Defects, if such a survey has been conducted or questionnaire has been distributed; and

(3) Either a summary of the results of testing conducted to determine the nature and extent of the Alleged Defects or the actual test results, if such testing has been conducted.

(c) Settlement Period. The Notice of Alleged Defect shall, upon delivery to Declarant, commence a period of time not to exceed 60 days, unless the Association and Declarant agree to a longer period, during which the Association and Declarant shall attempt to settle the dispute in accordance with the provisions of this **Section 10.2**.

(d) Tolling. Except as provided in this **Section 10.2**, the Notice of Alleged Defect shall, upon mailing, toll all statutory and contractual limitations on actions against all parties who may be responsible for the defects claimed, whether named in the notice or not, including claims for indemnity applicable to the claim, for a period of 150 days or a longer period agreed to in writing by the Association and Declarant; provided, however, at any time, Declarant may give written notice (the "**Cancellation Notice**") to cancel the tolling of the statute of limitations provided in this subsection. Upon delivery of a Cancellation Notice, the Association and Declarant

DRAFT

shall be relieved of any further obligation to satisfy the requirements of this **Section 10.2** except that the Association shall not be relieved of the obligations under subsections (i)(2) and (j) below. The tolling of all applicable statutes of limitations shall cease 60 days after a Cancellation Notice is delivered to the Association.

(e) Initial Meeting. Within 25 days of the date the Association delivers the Notice of Alleged Defect to Declarant, Declarant may request in writing to meet and confer with the Board (the "**Request to Meet and Confer**"), and to inspect the alleged defect and conduct testing, including testing which may cause physical damage to the portion of the General Common Elements, Limited Common Elements, Unit, Building or any other improvement on which the defect exists, in order to evaluate the claim. If Declarant does not make a timely Request to Meet and Confer, the Association and Declarant shall be relieved of any further obligation to satisfy the requirements of this Section; provided, however, that the Association shall not be relieved of the obligations of subsections (i)(2) and (j) below. Unless Declarant and the Association otherwise agree, the meeting (the "**Initial Meeting**") shall take place no later than 10 days from the date of the Request to Meet and Confer at a mutually agreeable time and place. The Association shall provide to each Member a notice of the time and place of the Initial Meeting pursuant to the provisions of the Bylaws. The discussions at the Initial Meeting shall be privileged communications and shall not admissible in evidence in any civil action or arbitration, unless Declarant and the Board consent to such admission. The Initial Meeting shall be for the purpose of discussing all of the following:

(1) the nature and extent of the Alleged Defects;

(2) proposed methods of correction, to the extent there is sufficient information;

(3) proposals for submitting the dispute to arbitration; and

(4) requests from Declarant to inspect the portion of the General Common Elements, Limited Common Elements, Unit, Building or any other improvement on which the defect exists.

(f) Delivery of Reports. If the Association has conducted any inspection or testing of the alleged defect prior to the date the Association sent the Notice of Alleged Defect to Declarant, the Association shall, at the earliest practicable date after the Initial Meeting and no later than 5 days after the Initial Meeting, make available to Declarant for inspection and testing at least those areas inspected or tested by the Association. Declarant shall further have the right to enter onto or into, as applicable, any General Common Elements, Limited Common Elements, Unit, Building or any other improvement for the purpose of conducting inspections and tests necessary or required by Declarant, and at Declarant's sole cost and expense, to evaluate the Alleged Defect, and each Owner and the Association shall cooperate with such efforts. The results of any inspection or testing conducted by Declarant shall not be inadmissible in evidence in any action for arbitration solely because the inspection and testing was conducted pursuant to this **Section 10.2**.

(g) Board Meeting. Within 30 days of the completion of inspection and testing or within 30 days of the Initial Meeting, if no inspection and testing is conducted pursuant to this Section, Declarant shall submit to the Association the following:

(1) a request to meet with the Board to discuss a written settlement offer; and

(2) a written settlement offer and a concise explanation of the specific reasons for the terms of the offer. If Declarant does not timely submit the items required by this subsection (g), the Board shall be relieved of any obligations to meet and confer

Strictly Confidential

with Declarant about the Settlement Offer; otherwise, the Board shall meet and confer with Declarant about the Settlement Offer no less than 10 days after Declarant submits the items described in this subsection (g).

(h) Notices. At any time after the Notice of Alleged Defect is delivered to Declarant, the Association and Declarant may agree in writing to modify or excuse any of the time periods or other obligations imposed by this **Section 10.2**. Except for the notice required pursuant to subsection (i) below, all notices, requests, statements, or other communications required pursuant to this section shall be delivered by first-class registered or certified mail, return receipt requested.

(i) Process Thereafter. The Association shall comply with either subsection (l) or subsection (2), below.

(1) Member Meeting. If the Board rejects the Settlement Offer, then the Board shall hold a meeting (the "**Member Meeting**") open to every member of the Association no less than 15 days before the Association submits a claim to arbitration pursuant to **Section 10.3**. No less than 15 days before the Member Meeting is held, a written notice shall be sent to each Member specifying all of the following:

(a) that a meeting will take place to discuss alleged problems that may lead to the submission of a claim to binding arbitration, and the time and place of this meeting;

(b) the options that are available to address the alleged defects, including the submission of the claim to binding arbitration, and a statement of the various alternatives that are reasonably foreseeable by the Association to pay for those options and whether those payments are expected to be made from the use of the Association's reserve funds or the imposition of special Assessments;

(c) the complete text of any Settlement Offer and a concise explanation of the specific reasons for the terms of the Settlement Offer received from Declarant;

(d) the preliminary list of defects provided by the Association to the Declarant and a list of any other documents provided by the Association to the Declarant pursuant to this Section, and information about where and when Members may inspect those documents;

(e) a description of the attempts of Declarant to correct such Alleged Defect and the opportunities provided to Declarant to correct such Alleged Defect;

(f) the estimated cost to repair such Alleged Defect;

(g) the name and professional background of the attorney retained by the Association to submit the claim to binding arbitration and a description of the relationship (if any) between such attorney and any members of the Board;

(h) a description of the fee arrangement between such attorney and the Association;

(i) the estimated attorneys' fees and expert fees and costs necessary to submit and pursue the arbitration and the source of the funds which will be used to pay such fees and expenses; and

Unofficial

(j) the estimated time necessary to conclude the arbitration.

The discussions at the Member Meeting and the contents of the notice of Member Meeting and the items required to be specified in such notice are privileged communications and are not admissible in evidence in any civil action or arbitration, unless the Association consents to their admission.

(2) Proceed to Arbitration. If the Association is relieved of its obligation to satisfy the requirements of this **Section 10.2** other than this subsection (i)(2) and subsection (j) below, then the Association may submit the claim to binding arbitration only if Association sends a written notice to each Member at least 30 days prior to commencing such action, which notice shall include all of the following:

(a) the preliminary list of defects provided by the Association to Declarant and a list of any other documents provided by the Association to Declarant pursuant to this **Section 10.2**, and information about where and when Members may inspect those documents;

(b) the options, including the submission of the claim to binding arbitration, that are available to address the alleged problems;

(c) a statement informing the Members of the procedures required by the Bylaws of the Association for the Members to call a special meeting of the Members and that if the Members meet such procedures, a special meeting of the Members shall be called;

(d) a description of the attempts of Declarant to correct such Alleged Defect and the opportunities provided to Declarant to correct such Alleged Defect;

(e) the estimated cost to repair such Alleged Defect;

(f) the name and professional background of the attorney retained by the Association to submit the claim to binding arbitration and a description of the relationship (if any) between such attorney and any members of the Board;

(g) a description of the fee arrangement between such attorney and the Association;

(h) the estimated attorneys' fees and expert fees and costs necessary to submit and pursue the arbitration and the source of the funds which will be used to pay such fees and expenses; and

(i) the estimated time necessary to conclude the arbitration.

(j) Application of Awards. Any judgment or award in connection with any arbitration alleging damages: (i) for the costs of repairing or the replacement of any Alleged Defect, (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (iii) for any consequential damages resulting from such Alleged Defect shall first be used to correct and or repair such Alleged Defect or to reimburse the Association for any costs actually incurred by the Association in correcting and/or repairing the Alleged Defect. In the event the Association recovers any funds from Declarant (or any other person or entity) to repair an Alleged Defect, any excess funds remaining after repair of such Alleged Defect shall be paid into the Association's reserve fund unless at least 80% of the voting power of the Association elects to allocate or distribute the remaining funds otherwise.

Unofficial

(k) Notification to Members of Settlement. As soon as is reasonably practicable after the Association and the Declarant have entered into a settlement agreement or the matter has otherwise been resolved regarding the Alleged Defects, where the defects giving rise to the dispute have not been corrected, the Association shall, in writing, inform only the Members whose names appear on the records of the Association that the matter has been resolved, by settlement agreement or other means, and disclose all of the following:

(1) A general description of the defects that the Association reasonably believes, as of the date of the disclosure, will be corrected or replaced;

(2) A good faith estimate, as of the date of the disclosure, of when the Association believes that the defects identified in subsection (k)(1), above, will be corrected or replaced. The Association may state that the estimate may be modified;

(3) The status of the claims for defects that were not identified in subsection (k)(l), above, whether expressed in a Preliminary List of Alleged Defects sent to each Member or otherwise claimed and disclosed to the Members.

(l) Protections for Declarant. Nothing set forth in this **Section 10.2** shall be construed to impose any obligation on Declarant to inspect, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated to do under applicable law. The right of Declarant to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Declarant in the Official Public Records.

10.3 Association Claims— Binding Arbitration.

(a) Binding Arbitration. In the event a claim is asserted by the Association against the Declarant for damages caused by a defect in the design or construction of any General Common Elements, Limited Common Elements, Unit, Building, or any other improvement, or for any personal injury, survival, wrongful death or damage to goods which was caused by such defect (collectively, the "**Group Dispute**"), then after the Association has complied with the provisions of **Section 10.2**, or Declarant has provided a Cancellation Notice to the Association in accordance with **Section 10.2(d)**, the Association and the Declarant shall be obligated to arbitrate such Group Dispute unless Declarant specifically waives arbitration in writing (in the event of a waiver by the Declarant, there shall be no obligation to arbitrate the Group Dispute). Declarant may, by summary proceedings (*e.g.*, a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Group Dispute not referred to arbitration as required by this **Section 10.3**.

(b) Governing Rules. Each Group Dispute shall be resolved by binding arbitration in accordance with the terms of this **Section 10.3**, the Commercial Arbitration Rules of the American Arbitration Association, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code). In the event of any inconsistency between this **Section 10.3** and such statute and rules, this **Section 10.3** shall control. Judgment upon the award rendered by the arbitrators shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction.

(c) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this **Section 10.3** shall limit the right of Declarant or the Association, and Declarant and the Association shall have the right during any Group Dispute, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, which is involved in a Group Dispute, including, without limitation, rights and remedies relating to (1) exercising self-help remedies (including set-off rights) or (2) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a

Unofficial

court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party, including the plaintiff, to submit the Group Dispute to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(d) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.

(e) Arbitrators. Unless the parties to the arbitration agree in writing to the contrary, all arbitration proceedings shall be arbitrated by a panel of three arbitrators, which shall be appointed by the American Arbitration Association in accordance with its procedures.

(f) Scope of Award; Modification or Vacation of Award. The arbitrators shall resolve each Group Dispute in accordance with the applicable substantive law. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable unless otherwise limited by this subsection. Also, unless otherwise limited by this subsection, the arbitrators may also grant such ancillary relief as is necessary to make effective the award. In all arbitration proceedings in which the amount in controversy exceeds $100,000.00, in the aggregate, the arbitrators shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings in which the amount in controversy exceeds $100,000.00, in the aggregate, the parties shall have in addition to the limited statutory right to seek vacation or modification of any award that is based in whole, or in part, on an incorrect or erroneous ruling of law by appeal to an appropriate court having jurisdiction; provided, however, that any such application for vacation or modification of an award based on an incorrect ruling of law must be filed in a court having jurisdiction over the Group Dispute within 15 days from the date the award is rendered. The arbitrators' findings of fact shall be binding on all parties and shall not be subject to further review except as otherwise allowed by applicable law.

(g) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Group Dispute for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Austin, Texas. Unless otherwise limited by **Section 10.3(f)** the arbitrators shall be empowered to impose sanctions and to take such other actions as the arbitrators deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and applicable law. The arbitrators shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrators' fees) to the prevailing party. Each party agrees to keep all Group Disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Group Dispute or issue any press release regarding any Group Dispute without the written consent of the other parties to the Group Dispute.

UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, this Declaration has been executed as of the 15th day of March, 2010.

DECLARANT:

CDG Chapel Hill Plano, LLC
a Texas limited liability company

By: _____
Name: Chris Hung
Title: Manager

222 Municipal Dr. Suite 150
Richardson Texas 75080
Telephone: (214) 393-4952
Facsimile: (214) 393-4955

THE STATE OF TEXAS §

COUNTY OF Collin §

This instrument was acknowledged before me on this 15th day of March, 2010, by Chris Hung, the authorized manager of **CDG Chapel Hill Plano, LLC**, a Texas limited liability company, for **CDG Chapel Hill Plano, LLC**, a Texas limited liability company, on behalf of said limited liability company.

SEAL

KRISTIE GARNEY
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
November 2, 2011

Kristie Carney
Notary Public in and for the State of Texas

Unofficial

IDENTIFICATION OF SCHEDULES AND EXHIBITS

SCHEDULE 1.0 - DEFINITIONS
(See **ARTICLE I**)

SCHEDULE 2.9 - SPECIAL DECLARANT RIGHTS
(See Section 2.9)

SCHEDULE 3.4 - USE RESTRICTIONS
(See **Section 3.4**))

EXHIBIT A
REAL PROPERTY DESCRIPTION OF LAND SUBJECT TO THE DECLARANTION

EXHIBIT B
MAP OF CONDOMINIUM REGIME

EXHIBIT C
UNDIVIDED INTEREST IN COMMON ELEMENTS FOR EACH UNIT OF THE REGIME

EXHIBIT D
CERTIFICATE OF FORMATION OF THE ASSOCIATION

EXHIBIT E
INITIAL BYLAWS OF THE ASSOCIATION

EXHIBIT F
SAMPLE MANAGEMENT CERTIFICATE

EXHIBIT G
CONSTRUCTION LENDER'S CONSENT

EXHIBIT I
ARCHITECTURAL GUIDELINES

EXHIBIT J
BOUNDARY DESIGNATION

Unofficial

SCHEDULE 1.0 - DEFINITIONS
(See **ARTICLE I**)

1.1 Agents. "**Agents**" is defined in **Section 10.2(a)**.

1.2 Alleged Defect. "**Alleged Defect**" is defined in **Section 10.2(a)**.

1.3 Allocated Interest. "**Allocated Interest** " means the undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to each Unit. Each Unit's Allocated Interest in the Common Elements and Common Expense liability is allocated in **Section 3.1** in accordance with **Exhibit C**. Voting is allocated to Units in **Section 4.5**.

1.4 Architectural Control Committee. "**Architectural Control Committee**" shall mean the Board or a committee appointed by the Board to review and approve or disapprove of construction, alterations, and modifications to the Buildings, Common Elements as provided in this Declaration.

1.5 Association. "**Association**" shall refer to the "***Chapel Hill Professional Center, Inc.***" References in this Declaration to an act being undertaken by the Association means by act of the Board of Directors of the Association or its officers.

1.6 Board or Board of Directors. "**Board**" or "**Board of Directors**" shall refer to the Board of Directors of the Association.

1.7 Boundary Designation. "**Boundary Designation**" means the notice required to be filed pursuant to this Declaration designating and describing the horizontal and vertical boundaries of the shell of the Building build on each Building Site. Attached hereto and incorporated herein for all purposes as **Exhibit J** is a form of Boundary Designation.

1.8 Building Envelope. "**Building Envelope**" means the portion of the Regime, both vertical and horizontal limits as specified in **Section 2.3(b)** and depicted on **Exhibit B**, within which the Building enclosing a Unit is to be constructed. Each Building Envelope may be expanded outside of the boundaries so designated in accordance with the provisions of **Section 2.3 (b)** and **Section 3.8** of this Declaration or by Declarant in exercise of the Special Declarant Rights.

1.9 Building Site. "**Building Site**" means the portion of the Common Elements that is an easement area for each of the Building Site, the horizontal and vertical boundaries of which are designated in **Exhibit B**, upon which the Unit Owner thereof is to construct the Building for the Unit Owner's Unit. Each Building Site may be expanded outside of the boundaries so designated in accordance with the provisions of **Section 2.3 (b)** and **Section 3.8** of this Declaration or by Declarant in exercise of the Special Declarant Rights.

1.10 Building. "**Building**" shall refer to any one of the buildings identified on the map of the Project attached as **Exhibit B**. **Notwithstanding any provision to the contrary in this Declaration, the plans for the Project include only a single Building that will consist of the Units.**

1.11 Cancellation Notice. "**Cancellation Notice**" is defined in **Section 10.2(d)**.

1.12 Common Assessment. "**Common Assessment**" means the charge against each Owner of a Unit and its Unit, for its allocable portion of the Common Expenses.

1.13 Common Elements. "**Common Elements**" or "**Common Area**" means and includes all of the land described in **Exhibit A**, and all of the improvements and appurtenances thereto, except for the Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

Unofficial

1.14 Common Expenses. "**Common Expenses**" means and includes:

(a) all expenses incurred by the Association for promoting the health, safety, welfare and recreation of the Owners of the Condominium Units and in particular for the administration and management, ownership, maintenance, operation, repair, replacement, or improvement of and addition to the Common Elements (including unpaid special assessments and amounts assessed to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit, as provided in **Section 6.3**); and

(b) expenses declared to be Common Expenses by provisions of this Declaration or by the Bylaws of the Association.

1.15 Completed Unit. "**Completed Unit**" means a completely finished Unit, including, but not limited to, the installation of all appliances and utilities, rendering it ready for occupancy by an Owner other than the Declarant.

1.16 Condominium Unit. "**Condominium Unit**" shall mean an individual Unit, as defined in **Section** in this Schedule, together with the undivided interests in the Common Elements (General or Limited or both) appurtenant to such Unit as specified in **Exhibit C**.

1.17 Declarant Control Period. "**Declarant Control Period**" means that period during which Declarant is developing and constructing the Project and selling the Condominium Units, which period shall extend until four months after the time that the Declarant transfers title to 75% of the Condominium Units or a period of 3 years from the date the sale of the first sale of a Unit is recorded in the Official Public Records of Collin County, Texas, whichever is sooner. See **Sections 2.9**, **4.2(d)** and **5.12** for Special Declarant Rights.

1.18 Declarant. "**Declarant**" shall mean **CDG Chapel Hill Plano, LLC**, or its successors or assigns, as the developer of the Project as a condominium under the Act.

1.19 Declaration. "**Declaration**" or "**Condominium Declaration**" shall mean this Declaration of Covenants, Conditions and Restrictions as amended from time to time.

1.20 First Lien Mortgagee. "**First Lien Mortgagee**" shall mean the holder of a purchase money vendor's lien or construction money mortgage or deed of trust lien voluntarily granted on any Unit in the Project recorded before the date on which the Assessment sought to be enforced becomes delinquent under the Declaration, Bylaws, or Rules and Regulations ("**First Lien Mortgage**"). Funds advanced under a First Lien Mortgage for purposes in addition to purchase money or construction also shall have priority over the lien securing Assessments.

1.21 General Common Elements. "**General Common Elements**" means that part of the Common Elements described as follows:

(a) the land on which all buildings and other improvements are constructed other than the portion thereof designated as a Limited Common Element and which is described in **Exhibit A**.

(b) the foundations, columns, girders, beams, supports, main walls, roofs, attic spaces, dividing walls between two or more Units or between Units and other exterior improvements;

(c) the yards, gardens, fences, streets, driveways, service drives, service easements, and mechanical rooms, if any other than those which are specifically designated as a Limited Common Element;

(d) the compartments or installations, if any, consisting of the equipment and materials making up any central services (such as electricity, gas, water, and the like) which are constructed to serve more than one Unit, if any; pumps, motors, fans, compressors, ducts, and in general Documentation

Unofficial

all apparatus and installations existing for the common use and enjoyment of the Project and necessary for the common use and maintenance of the Project as a condominium, but specifically not including the air conditioning compressors, or the pads or slabs there under, appurtenant to and part of each of the several Units;

(e) parking spaces;

(f) the private drives as shown on the Map; and

(g) all other elements rationally of common use or necessary to the existence, maintenance and safety of the Condominium Regime established by this Declaration, and which are not specifically designated as a Limited Common Element or as appurtenant to as constituting a part of a particular Unit.

1.22 Group Dispute. "**Group Dispute**" is defined in **Section 10.3(a)**.

1.23 Initial Meeting. "**Initial Meeting**" is defined in **Section 10.2(e)**.

1.24 Insurable Interest. "**Insurable Interest**" is defined in **Section 4.6(a)**.

1.25 Chapel Hill Professional Center *"Chapel Hill Professional Center"* is defined in the Recitals.

1.26 Limited Common Elements. "**Limited Common Elements**" mean and include those Common Elements which are reserved for the exclusive use of either an individual Owner of a Unit or a certain number (but less than all) of individual Owners of Units, which consist of the following:

(a) land underneath a Building and land outside of a Building Site but within a Building Envelope;

(b) pipes, ducts, electrical, telephonic and electronic wiring and conduits located either (i) entirely within a Unit or adjoining Units and serving more than the one Unit in which located, or (ii) outside of a Unit but which serve one or more, but less than all the Units;

(c) enclosed court yards, and sidewalks, driveways and/or parking spaces, adjoining or serving exclusively a single Unit or one or more but less than all adjoining Units; and

(d) areas or parcels of land designated on the attached exhibits or in a Boundary Designation.

1.27 Majority of Unit Owners. "**Majority of Unit Owners**" means those Owners which at the relevant time own at least 51% of the Units entitled to cast votes.

1.28 Map or Plan. "**Map**" or "**Plan**" means or includes the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting part of, or all of, the improvements, a reduced copy of which is attached as **Exhibit B**. The large, original Map is, or will be, recorded as Condominium Plat Records of Collin County, Texas.

1.29 Member Meeting. "**Member Meeting**" is defined in **Section 10.2(i)(1)**.

1.30 Notice of Alleged Defect. "**Notice of Alleged Defect**" is defined in **Section 10.2(b)**.

1.31 Occupant. "**Occupant**" means a person or collectively the persons in possession of a Unit at the relevant time, regardless of whether said person is a Unit Owner, lessee, or otherwise.

1.32 Owner. "**Owner**" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, including, without limitation, the Declarant, who owns, of record, fee simple title to one or more Units in the Project.

Unofficial

1.33 Owner Dispute. "**Owner Dispute**" is defined in **Section 10.1(a)**.

1.34 Regime. "**Regime**" or "**Condominium Regime**" shall mean the Land, improvements, Units, General Common Elements and Limited Common Elements which comprise the condominium regime established by this Declaration.

1.35 Rules and Regulations. "**Rules and Regulations**" shall mean Rules and Regulations adopted by the Declarant or Board of Directors concerning the management and administration of the Regime for the use and enjoyment of the Owners. The Rules and Regulations may be amended from time to time by the Board (without amending this Declaration).

1.36 Plat. "**Plat**" means the survey attached hereto and incorporated herein for all purposes as **Exhibit A**.

1.37 Preliminary List of Alleged Defects. "**Preliminary List of Alleged Defects**" is defined in **Section 10.2(b)(1)**.

1.38 Property, Project or Premises. "**Property**, " "**Project**," or "**Premises**" means and includes in the aggregate the land, the Buildings and all improvements and structures thereof and thereto, including, without limitation, the Common Elements and all rights, easements, and appurtenances belonging thereto.

1.39 Resale Certificate. "**Resale Certificate**" is defined in **Section 5.11**.

1.40 Request to Meet and Confer. "**Request to Meet and Confer**" is defined in **Section 10.2(e)**.

1.41 Special Declarant Rights. "**Special Declarant Rights**" is defined in **Section 2.9** and **Schedule 2.9**.

1.42 TUCA. "**TUCA**" is defined in the Recitals.

1.43 Unit. "**Unit**" or "**Suite**" is the respective Building of each Owner which is to be constructed on a Building Site with in a Building Envelope as shown on the Map. The actual physical boundaries of the Building shall be conclusively presumed to be the proper boundaries of a Unit, regardless of variances between boundaries shown on the Map and the actual boundaries of such Building. The individual ownership of each Unit shall further include the interior construction, partitions, appliances, fixtures, and improvements that are intended to serve exclusively such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual fixtures, plumbing and appliances, individual lighting and electrical fixtures, and other separate items of personal property exclusively serving such Unit, any of which may be removed, replaced, disposed of, or otherwise treated without affecting any other Unit or the ownership, use or enjoyment thereof. The individual ownership of each Unit shall further include the air conditioning compressor, together with all pipes, ducts, electrical wiring, conduits, and any other equipment connected thereto constructed on a pad or slab installed or constructed on the Project and designated on the Map in **Exhibit B** as an area of a Limited Common Element with respect to such Unit for the purpose of supporting such air conditioning compressor, together with such pad or slab. None of the land in the Project shall be separately owned, as all land in the Project shall constitute part of the "**Common Elements**" of the Project and shall be owned in common by the Owners of the Units in this Project. The horizontal and vertical boundaries of each Unit are set forth in the Plat and Plans attached to the Declaration as **Exhibit A** and **Exhibit B**, as amended from time to time in accordance with the Declaration. As to some Units **Exhibits A** and **B** currently only show the horizontal Building Envelope and vertical airspace within which the Building for each Unit is to be constructed. Declarant, or an assignee of the Special Declarant Rights, or the Association may file a Boundary Designation in the Official Public Records to describe or redefine the boundaries of a Unit as contemplated, constructed, converted, combined or modified within the Regime. A Boundary Designation, upon recordation in the Official Public

Unofficial

Records, shall automatically amend this Declaration for the purpose of defining the Unit, General Common Area, and/or Limited Common Area to which the Notice relates. The definition of Unit in this Section overrides the definition of "**Unit**" as set forth in § 82.052 of TUCA.

Unofficial

SCHEDULE 2.9 - SPECIAL DECLARANT RIGHTS
(See Section 2.9)

(a) Rights.

(1) **Changes to Units**. Declarant reserves the exclusive right but not the duty to amend the Plat and Plan to vary the size, shape, physical layout, or location of any unsold Unit or Units. If Declarant makes any significant variances in Unit sizes as set forth in **Exhibit C**, Declarant shall have a right and a duty to correspondingly adjust the percentages or fractions of ownership of the Common Elements of such Units remaining unsold. Declarant reserves the right to change, modify, or amend the vertical and horizontal description assigned to a Building, so long as Declarant is the owner of all Units constructed or contemplated to be constructed within the Building, which change, modification, or amendment may affect the size, appearance and/or mechanical, structural, and other components of the Building to which such vertical and/or horizontal description relates. In the event Declarant elects to change the vertical and/or horizontal description assigned to the Building, a Boundary Designation shall be filed in the Official Public Records, which Designation shall include a vertical and horizontal description of the Building actually constructed upon the Land, and shall automatically amend this Declaration for the purpose of defining and describing the Building. Declarant reserves the right to change, modify, or amend the description assigned to any Unit or all of the Units, so long as Declarant, or any assignee of Special Declarant Rights, is the owner of such Unit or Units, which change, modification, or amendment may affect the size, appearance, mechanical, structural, and other components of the Unit(s) to which such horizontal description relates. In the event Declarant elects to change the description assigned to a Unit or Units owned by Declarant, Declarant shall file a Boundary Designation in the Official Public Records. In conjunction with any change, modification or amendment to a description assigned to a Unit or Units, the Notice may also reallocate the interest in Common Elements and percentage interest allocation assigned to all or any Units within the Regime. Declarant hereby reserves the right to convert by amendment a Unit into additional Units, so long as Declarant, or any assignee of Special Declarant Rights, is the Owner of such Unit. Furthermore, in the event Declarant elects to convert a Unit into additional Units, Declarant may also amend this Declaration to designate portions of the converted Unit into Limited Common Elements assigned to each or either Unit which results from such conversion, so long as Declarant, or any assignee of Special Declarant Rights, is the Owner of the converted Unit. No assurance is given as to the number of additional Units Declarant may elect to create from a conversion of such Units, the dispersion of the Units resulted from such conversion, or the size of such Units. In the event Declarant, or any assignee of Special Declarant Rights, elects to convert a Unit into additional Units as provided herein, Declarant, or any assignee of Special Declarant Rights, shall file a Boundary Designation in the Official Public Records. In the event a Boundary Designation is recorded which converts any Unit identified herein into additional Units, such Units resulting from the conversion shall be fully assessable on the date the Unit created from such conversion is sold to a third party other than Declarant. Declarant has also reserved the right to combine by amendment Units located in a Building into a single Unit or into Units which differ from the configuration of the combined Units, so long as Declarant, or any assignee of the Special Declarant Rights, is the Owner of all the combined Units. In the event Declarant elects to combine Units located in a Building into a single Unit or into Units which differ from the configuration of the combined Units, Declarant may also amend this Declaration to designate portions of the combined Units into Limited Common Elements assigned to the Unit(s) which result from such combination, so long as Declarant, or any assignee of Special Declarant Rights, is the Owner of the all of the combined Units. No assurance is given as to the number of Units or configuration Declarant may elect to create from a combination of Units, the dispersion of the Units resulted from such combination, or the size of such Units. In the event Declarant elects to combine Units into a single Unit or into Units with configurations which differ from the original combined Units, Declarant shall file a Boundary Designation in the Official Public Records.

UNOFFICIAL DOCUMENT

(2) **Completion of Construction**. Declarant reserves the right to do what is reasonably necessary or advisable in connection with the completion of any work in the Project; and the right to construct and maintain the Common Elements and Units owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, as may be reasonably necessary for the conduct of its or their business of completing any work and developing, selling, leasing, or managing of the Units in the Project.

(3) **Model Units and Offices**. Declarant reserves the right to maintain, for the above purposes, one or more onsite model units and sales/marketing offices, the size, number, location, and relocation of which shall be determined solely by Declarant; and the right of exclusive use of any sales office(s) and storeroom(s) located in Common Areas.

(4) **Signs**. Declarant reserves the right to maintain a sign or signs for the purpose of marketing the Units in the Project.

(5) **Plans**. Declarant reserves the sole right to approve or reject any plans and specifications submitted by a Unit Owner for approval as provided in **Section 8.8**.

(6) **Assessments**. Declarant reserves the assessment payments rights and duties as set forth in this Declaration as permitted by TUCA.

(7) **Landscaping**. Declarant reserves the right to modify the landscaping as provided in **Section 4.10**.

(8) **Parking.** Declarant reserves the right to designate and assign portions of the General Common Elements as parking for the exclusive use of any Owner of a Unit. Any parking spaces not specifically designated by the Declarant for the exclusive use of an Owner of a Unit will be under the exclusive control and administration of the Association at such time as the Declarant no longer owns any Unit within the Regime. The Board may thereafter assign parking spaces to any Owner or may use such parking spaces in a manner determined by the Board. Any designation and assignment of General Common Elements as parking will be memorialized by a written "**Assignment of Parking**" executed by an authorized representative of the Declarant (or Board if Declarant no longer owns any Units within the Regime) which shall identify the parking space(s) and the Unit assigned thereto. The Assignment shall be made a part of the corporate records of the Association and may not be terminated or modified without the consent of the Declarant (or a majority of the Board if Declarant no longer owns any Units within the Regime) and the Owner of the Unit to which such General Common Element parking was assigned.

(b) Declarant's Mortgage. Any mortgage of the Declarant's interest in the Project shall be deemed to include the Special Declarant Rights; and any foreclosure sale pursuant to such mortgage shall automatically convey the Special Declarant Rights.

(c) Assignment. The rights reserved by Declarant under this Declaration may be transferred as provided in §82.104 of TUCA. A conveyance by the Declarant shall not convey any Special Declarant Rights unless expressly so provided and unless the transferee also executes the conveyance instrument, as required by TUCA.

Unofficial

SCHEDULE 3.4 - USE RESTRICTIONS
(See **Section 3.4**))

(1) **Nuisances and Safety**. No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Project. No activity shall be conducted on the property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will increase insurance rates for the Project without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.

(2) **Noise** . Condominium unit owners and occupants shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they may be heard outside their condominium unit. Doors and windows must be shut when playing televisions, stereos and similar sound equipment at sound levels objected to by any unit owner, tenant, or management representative.

(3) **Signs**. "For rent" signs and all other signs are absolutely prohibited and may not be exhibited anywhere in the project, including from the interiors of the units, except an 18 inch "for sale" sign may be displayed in a location approved by the Board. Board members and management company representatives may enter, without prior notice, and remove and throw away such signs. The foregoing shall be subject to Declarant's rights reserved under this Declaration, particularly in **Section 2.9**.

(4) **Window Coverings**. All exterior windows shall be covered by white, ivory or tan blinds or drapes. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Burglar bars that may be seen from the outside are prohibited.

(5) **Storage**. No property may be stored temporarily or permanently on sidewalks, balcony walkways, stair landings, parking lots, or other Common Areas. Nothing may be stored in Common Areas except in areas approved by the Board.

(6) **Vehicle Repair**. Except in an emergency when a vehicle is inoperable, no vehicle may be worked on outside of a garage or in a garage that has the garage door open. Otherwise, vehicles must be serviced or repaired off the property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and shall be removed from the Property at the Owner's expense.

(7) **Parking**.

(a) Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flower beds or sidewalks is prohibited. Owners and occupants shall park vehicles in their respective garages and/or parking spaces whenever possible. No Unit Owner or occupant shall park, store, operate or keep within or adjoining the Project any vehicle over 18 feet long. Bicycles and similar items may not be stored outside a Unit or on balconies or patios. Washing of vehicles is not allowed anywhere on the Project.

(b) No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or fire lanes or in driveways to Units. No vehicle may be parked immediately outside of a garage, except in the parking space which is a part of the Limited Common Elements, is so designated for such use and does not result in the violation of the immediately preceding sentence. No vehicle shall be left parked and unattended, in the street, along the curb, or in driveway areas in such a manner as to prevent the ingress and/or egress of

UNOFFICIAL

emergency vehicles (*i.e.*, fire, EMS) or service vehicles (*i.e.*, refuse trucks). No inoperable vehicle may be stored on the Project.

(8) **Anti-Theft Alarms**. Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Project for more than three minutes; and any vehicle violating the three-minute rule shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

(9) **Towing Illegally Parked Vehicles**. Vehicles parked in violation of Association rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with statutory requirements. A Unit Owner is liable for all costs of towing illegally parked vehicles of the Unit Owner, its family, guests or tenants.

(10) **Trash**. Garbage or trash may not be stored or thrown outside the disposal areas provided for such purposes. Dumpsters provided by the Association must be used for disposal of garbage and trash.

(11) **Pest Control**. The Association does not have responsibilities for pest control inside units. However, the Association shall have the right to enter and exterminate an owner's unit, at the owner's expense, if the owner's failure to control pests inside its unit is adversely affecting other units.

(12) **Lighting**. All lighting on the Project will be shielded and oriented downward so that the cone of light falls on the Project.

(13) **Antennas**. No exposed exterior television or radio antennas or satellite dishes may be installed anywhere on the Project unless applicable law requires otherwise and then only in strict accordance with rules and regulations promulgated by the Board.

(14) **No Alterations**. Except with the written consent of Declarant or 67% of the Association members, no Owner or other person shall make any alteration, modification, or improvement to the Common Elements; no additional lighting, awnings, patio covers, or other devices may be added to the Common Elements without approval by the Board; and no structure, equipment, or object may be added or removed to the Common Elements by any Owner or other person without approval by the Board.

(15) **No Drilling**. No drilling, digging, quarrying, or mining operation of any sort shall be permitted on the Project.

(16) **Care During Construction**. An Owner who is having a Unit or other structure worked on, repaired, or remodeled shall take reasonable and necessary precautions to prevent damage to the Common Area (including any streets) caused by construction companies, workmen, suppliers, or service companies working on or delivering materials to or removing materials from the work site in the Owner's Unit. Such Owner shall be liable to the Association for any damages to the Common Area and for costs of cleaning up or replacing property in the Common Area destroyed or damaged by such construction companies, workmen, suppliers, or service companies. Such Owner shall be liable to the respective Unit Owners for any damage to another Owner's Unit and for any costs of cleaning up or replacing property which may be destroyed or damaged by such construction companies, workmen, suppliers, or service companies and the Association shall have the right to repair such damage at the Association's expense, in which event the cost of repair shall be owed to the Association by the Unit Owner who caused the damage or whose construction company, workmen, suppliers, or service company caused the damage.

(17) **No Temporary Structures**. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings is permitted on the Project, temporarily or permanently, except with the prior written consent of the Board.

Unofficial

(18) **Criminal Activity**. While on the condominium project, no person may violate any criminal laws, health codes or other applicable laws.

(19) **Persons Who May Use Common Area**. Common Areas may only be used by Declarant (during construction of Units), Unit Owners, and their tenants, and invitees.

(20) **Special Declarant Rights**. In order that Declarant may develop and sell the Project, no Unit Owner nor the Association shall do anything to interfere with Special Declarant Rights contained in **Section 2.9** and **Schedule 2.9**.

(21) **Animals.** With the exception on animals that may be owned by, or tended to, by a veterinary clinic or operation occupying a Unit, no pets or animals over 20 pounds may be allowed in the Units.

(22) **Biohazard Protocols**. Every owner or occupant of a Unit shall be solely responsible for the protocols, controls, and disposal of any materials considered to be biohazard threat or any materials that could pose a biohazard threat exiting upon, or utilized at said owner's or occupant's Unit, including but in no way being limited to used syringes, blood samples, used surgical materials, and medical supplies.

(23) **Rules and Regulations**. All persons shall comply with the Association's Rules and Regulation as provided in **Section 4.4** and in **Exhibit H**, as amended from time to time.

Unofficial

EXHIBIT A
to
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHAPEL HILL PROFESSIONAL CENTER,
AN OFFICE CONDOMINIUM

REAL PROPERTY DESCRIPTION OF LAND SUBJECT TO THE DECLARANTION

TRACT 1:

Being Lot 2R, Block A of WASHINGTON-SHADDOCK, BLOCK A, LOTS 2R & 3, an addition to the City of Plano, Collin County, Texas, according to the conveyance Plat thereof recorded in Cabinet P, Page 553, Map Records, Collin County, Texas.

TRACT 2:

Easement rights over the following described tract of land as created in Access Easement executed by Washington Federal Savings to CDG Chapel Hill Plano, LLC, dated August 1, 2009, filed August 14, 2009, under Clerk's File No. 20090814001022420, Real Property Records, Collin County, Texas.

BEING a 490 square foot tract of land situated in the John C. Campbell Survey, Abstract No. 240, in the City of Plano, Collin County, Texas, and being part of Lot 1, Block A, of Washington-Shaddock, an addition to the City of Plano, according to Final Plat recorded in Cabinet P, Page 913, Plat Records of Collin County, Texas, and said 490 square foot tract being part of a tract of land described in deed to Washington Federal Savings, filed for record in Volume 5431, Page 4142, Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for the northwest corner of said Lot 1 Block A, Washington-Shaddock addition, same being in a south line of Chapel Hill Boulevard (a 92-foot wide right-of-way at this point), and same further being the northeast corner of Lot 2R, Block A, Washington-Shaddock, according to Conveyance Plat recorded in Cabinet P, Page 553, of the Plat Records, Collin County Texas; thence, S.10 degrees 49' 02" E., 100.00 feet along the common lot line of said Lot 1 and lot 2R to the POINT OF BEGINNING;

THENCE, N 79 degrees 10' 58" E., 9.80 feet to a point for corner,

THENCE, S.10 degrees 42' 00" E., 50.00 feet to a point for corner;

THENCE, S.79 degrees 10' 58" W., 9.69 feet to a point for a corner;

THENCE, N.10 degrees 49' 02" W., 50.00 feet to the POINT OF BEGINNING, and containing 490 square feet of land.

Unofficial

EXHIBIT B
to
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHAPEL HILL PROFESSIONAL CENTER,
AN OFFICE CONDOMINIUM

MAP OF CONDOMINIUM REGIME
(see attached)

Unofficial

PRELIMINARY
NOT FOR CONSTRUCTION

Water Meter Schedule					
I.D.	Type	Size	No. of Meters	Sanitary Sewer Size	Status
◇	Domestic	2"	1	6"	PROPOSED
◇	Irrigation	2"	1	N/A	PROPOSED

Date:	Issue Type:
7-23-09	Initial Submittal
8-10-09	2nd Submittal
8-17-09	P&Z Meeting
8-25-09	Revision
	As-Built

OWNER:
CDG CHAPEL HILL PLANO, LLC
222 MUNICIPAL DRIVE, SUITE 150
RICHARDSON, TEXAS 75080
CONTACT: CHRIS HUNG
972-342-1089

FINAL SITE PLAN

LOT 2, BLOCK A (1.17 ACRES)
WASHINGTON-SHADDOCK addition
JOHN C. CAMPBELL SURVEY, ABST. NO. 240
CITY OF PLANO, COLLIN COUNTY, TEXAS

Date:	Scale:	Sheet:
July 23, 2009	1" = 30'	SP-1

CITY APPROVAL BLOCK:

NOT A CONSTRUCTION DOCUMENT
FOR REVIEW & APPROVAL PURPOSES BY PLANNING & ZONING COMMISSION

Revisions:
8-25-09- Increase meter sizes to 2"
8-11-09- Move Irrig. Meter to Front
8-10-09- Per City Comments

ENGINEER:
ROLAND FORSTER CIVIL ENGINEER
1601 WADDILL ST, SUITE 104
McKINNEY, TEXAS 75069
(214) 544-8888
email: rfce@flash.net
Firm No. F-506

DEVELOPER:
CANTERRA DEVELOPMENT GROUP
222 MUNICIPAL DRIVE, SUITE 150
RICHARDSON, TEXAS 75080
CONTACT: CHRIS HUNG
972-342-1089

CHAPEL HILL PROFESSIONAL CENTER

A CONDOMINIUM PROFESSIONAL OFFICE BUILDING

SITE DATA SUMMARY TABLE	
	LOT 2
GENERAL SITE DATA	
ZONING:	RC/DNT OVERLAY
LAND USE:	MEDICAL OFFICE
LOT AREA:	51,181 S.F./ 1.1750 ACRES
BUILDING AREA:	
MEDICAL OFFICE	16,100 S.F.
GENERAL OFFICE	0 S.F.
TOTAL BUILDING	16,100 S.F.
BUILDING HEIGHT(s):	TWO-STORY
LOT COVERAGE:	15.7%
FLOOR AREA RATIO	0.31 TO 1
PARKING	
REQUIRED: MEDICAL OFFICE (16,100 / 175)	92 SPACES
TOTAL REQUIRED:	92 SPACES
TOTAL PROVIDED:	92 SPACES
HANDICAP PARKING REQUIRED:	4 SPACES
HANDICAP PARKING PROVIDED:	4 SPACES
PARKING IN EXCESS OF 110% OF REQ'D SPACES	0 SPACES
LANDSCAPE AREA:	
LANDSCAPE EDGE AREA PROVIDED	4,686 S.F.
REQUIRED INTERIOR LANDSCAPE AREA	736 S.F.
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED	1,578 S.F.
OTHER LANDSCAPE AREA WITHIN THE LOT	2,445 S.F.
TOTAL LANDSCAPE AREA	9,445 S.F.
PERMEABLE AREA	
PERMEABLE PAVEMENT	0 S.F.
OTHER PERM. AREA OTHER THAN LANDSCAPING	0 S.F.
TOTAL PERMEABLE AREA	0 S.F.
IMPERVIOUS AREA	
BUILDING FOOTPRINT AREA	8,050 S.F.
ALL PAVEMENT AREAS	33,686 S.F.
TOTAL IMPERVIOUS AREA	41,736 S.F.
SUM OF LANDSCAPE + PERMEABLE + IMPERVIOUS AREAS	51,181 S.F.
BILLABLE IMPERVIOUS AREA	41,736 S.F.

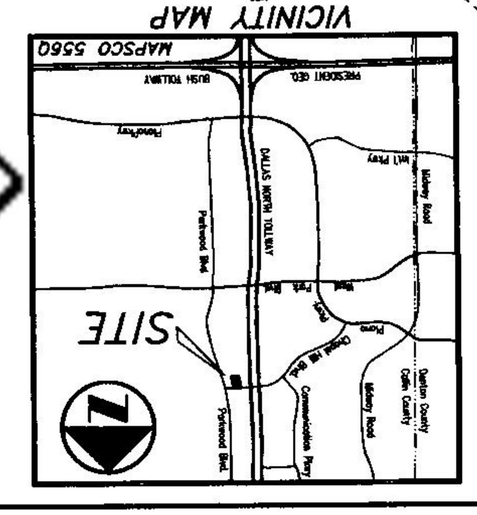
SITE PLAN GENERAL NOTES

1. Buildings 5,000 square feet or greater shall be 100% fire sprinkled.
2. Fire lanes shall be designed and constructed per city standards.
3. Handicapped parking area shall be designed and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
4. Four-foot wide sidewalks shall be provided 2.5 feet off of the property line within the right-of-way, unless a sidewalk easement is provided for a meandering sidewalk or an alternative design is approved by the city. Barrier-free ramps, per city standards, shall be provided on sidewalks at all curb crossings.
5. Mechanical units, dumpster and trash compactors shall be screened in accordance with the Zoning Ordinance.
6. All signage contingent upon approval by Building Inspection Department.
7. Approval of the site plan is not final until all engineering plans are approved.
8. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
9. Building facades within this development shall be compatible with the Dallas North Tollway Design Guidelines.
10. Outdoor lighting shall comply with illumination standards within Section 6046B of the Code of Ordinances.
11. Please contact Building Inspection Department to determine type of construction and occupancy group.
12. All electrical transmission, distribution, and service lines must be underground where required.
13. Uses shall conform in operation, location, and construction to the following performance standards in Section 3-1300 of the Zoning Code: noise, smoke and particulate matter, odorous matter, fire or explosive material, toxic and noxious matter, vibration and/or other performance standards.

NOTE:
THERE ARE NO TREES ON THIS SITE.

DENOTES LANDSCAPED AREA

VICINITY MAP
NTS



CITY COPY

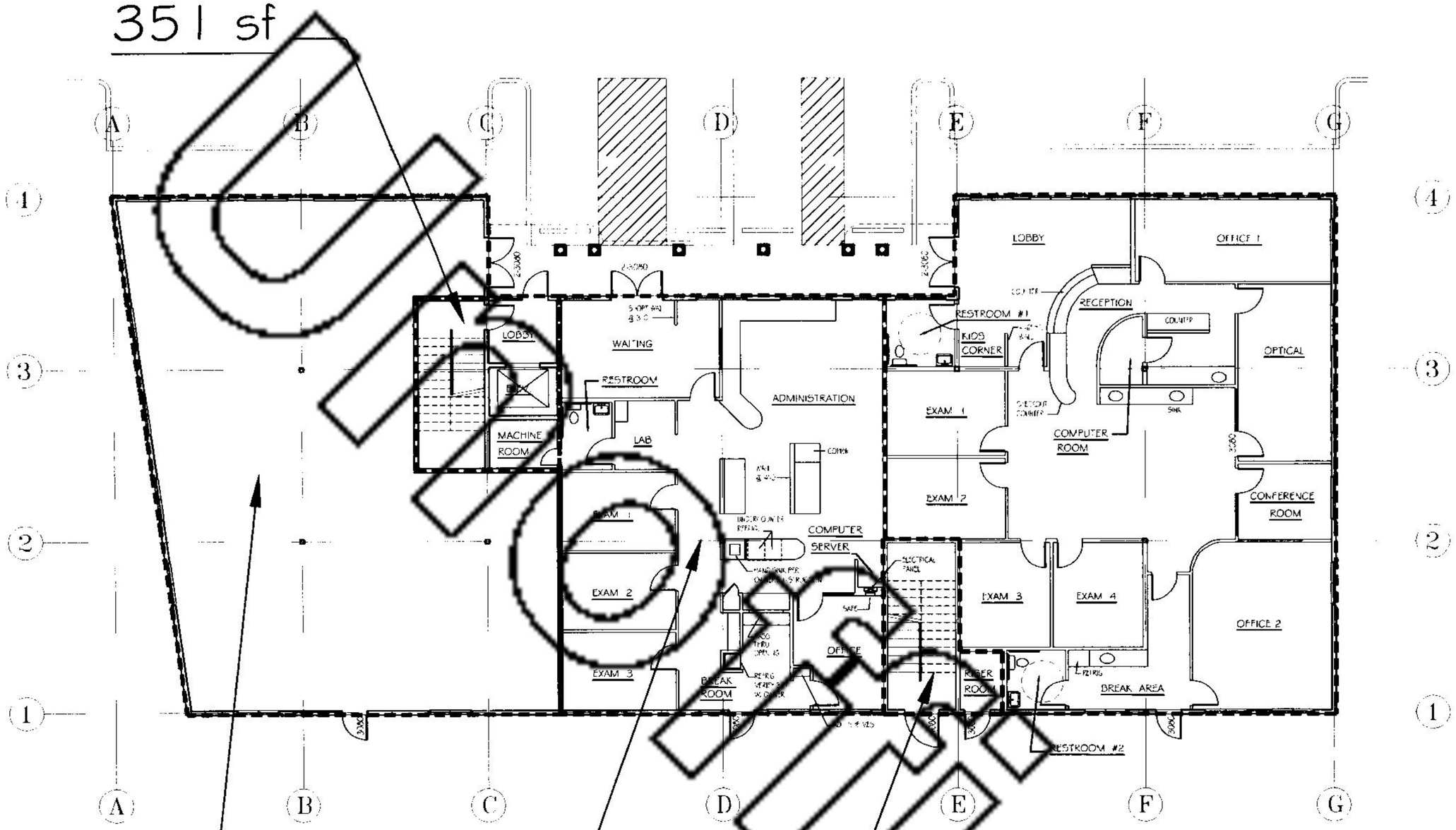
43-A

C:\Jobs\2009\Plot Plan.dwg Tue Aug 25 11:49:49 2009

EXHIBIT C
to
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHAPEL HILL PROFESSIONAL CENTER,
AN OFFICE CONDOMINIUM

UNDIVIDED INTEREST IN COMMON ELEMENTS FOR EACH UNIT OF THE REGIME

Unofficial



SUITE 100 ..... 2980 sf

SUITE 102 ..... 1926 sf

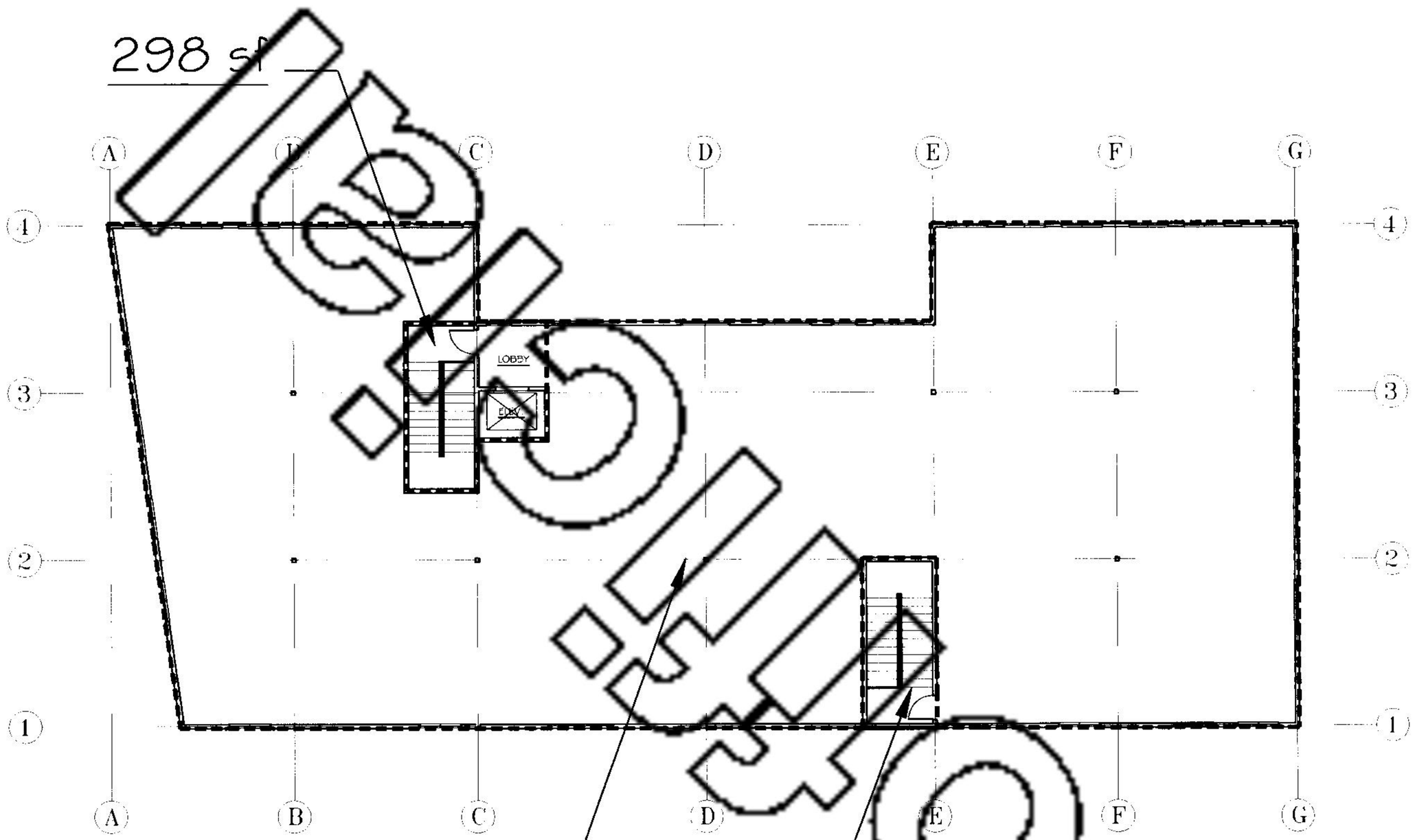
NEW SUITE ..... 2586 sf

COMMON AREA ..... 577 sf

TOTAL FIRST FLOOR AREA .....8069 sf

UNOFFICIAL

44.4



NEW SUITES AREA	7581 sf
COMMON AREA	488 sf
TOTAL SECOND FLOOR AREA	8069 sf

SAMPLE

EXHIBIT D
to
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHAPEL HILL PROFESSIONAL CENTER,
AN OFFICE CONDOMINIUM

CERTIFICATE OF FORMATION OF THE ASSOCIATION
(follows)

Unofficial

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $25

Certificate of Formation
Nonprofit Corporation

Filed in the Office of the
Secretary of State of Texas
Filing #: 801235168 02/24/2010
Document #: 296382560002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Chapel Hill Professional Center, Inc.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Terry Gorman

C. The business address of the registered agent and the registered office address is:

Street Address:
212 S. Cottonwood Drive
Suite 100 Richardson TX 75080

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☑ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Chris Hung** Title: **Director**

Address: **222 Municipal Drive Suite 150 Richardson TX, USA 75080**

Director 2: **Maria Hung** Title: **Director**

Address: **222 Municipal Drive Suite 150 Richardson TX, USA 75080**

Director 3: **Johnny Shepperson** Title: **Director**

Address: **222 Municipal Drive Suite 150 Richardson TX, USA 75080**

Article 4 - Organization Structure

☑ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:
To act as the office condominium owners' association for Chapel Hill Professional Center located in Plano, Texas.

Supplemental Provisions / Information

Unofficial

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Terry P Gorman **212 S. Cottonwood Drive, Suite 100, Richardson, Texas 75080**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Terry P. Gorman
Signature of organizer.

FILING OFFICE COPY

Unofficial

EXHIBIT E
to
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHAPEL HILL PROFESSIONAL CENTER,
AN OFFICE CONDOMINIUM

INITIAL BYLAWS OF THE ASSOCIATION

BYLAWS OF CHAPEL HILL PROFESSIONAL CENTER, INC.
(A NOT FOR PROFIT CORPORATION

ARTICLE I. NAME AND LOCATION

1.1 Name. The **name** of the Association is "Chapel Hill Professional Center, Inc.," hereinafter referred to as the "***Association***."

ARTICLE II. DEFINITIONS

2.1 Definitions The definitions of all terms herein shall be the same as those in the Declaration of Covenants, Conditions and Restrictions for Chapel Hill Professional Center, An Office Condominium, in Collin County, Texas.

ARTICLE III. MEETING OF MEMBERS

3.1 Annual Meetings. The annual meeting of the members shall be held each year between September 1 and December 31 at a place designated by the Board.

3.2 Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, upon written request of a majority in number of its members, or upon the request of one member of the Board of Directors where a change in the exterior of a Building or condominium unit is requested by anyone, or by members of the Association owning at least 2 Units in the Association. The place of the meeting shall be as stated in the notice.

3.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 14 days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as set out above. Upon request, notice of such meeting shall also be mailed to First Mortgagees.

3.4 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, the votes of 51% of the Units shall constitute a quorum for any action except as otherwise provided by the Certificate of Formation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members present shall have power to recess the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Unofficial

3.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

3.6 Voting. Secret ballots shall be utilized upon the request of any member.

ARTICLE IV. BOARD OF DIRECTORS

4.1 Number. The affairs of this Association shall be managed by a Board of at least 3 directors, who need not be members of the Association and who are elected annually. The number may be increased upon a majority vote of the Association membership.

4.2 Term of Office. The members shall elect all directors for a term of 1 year, beginning from the date of their election to the date of the election of their successor.

4.3 Removal; Resignations. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4.4 Compensation. No director shall receive compensation for any service he may render to the Association in his capacity as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5 Action Taken Without a Meeting. Subject to Section 6.4 below, the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

4.6 Voting. Secret ballots shall be utilized upon request of any Board member.

4.7 Limited Liability and Indemnification. The directors shall be entitled to the limited liability and indemnification provisions contained in the Declaration.

ARTICLE V. ELECTION OF DIRECTORS

5.1 Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. If appointed, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting of the members; and if appointed, such appointment shall be announced to the membership at least 30 days prior to the annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Members or nonmembers of the Association may be nominated for the Board of Directors.

5.2 Election. Election to the Board of Directors shall be by secret written ballot if requested by any member. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by the Board. Any member desiring to attend

Unofficial

monthly meetings shall contact the President or the Association's management company who shall in return notify such member of the time and place of the next monthly meeting.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than 3 days notice to each director.

6.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6.4 Open Meetings. All members of the Association shall receive at least 5 days prior notice of the Regular Meetings of the Board of Directors and the same amount of notice of the Special Meetings of the Board of Directors as is received by the members of the Board of Directors. Every member of the Association shall have the right to attend both Regular Meetings and Special Meetings of the Board of Directors. The Board of Directors shall have the right to adjourn a meeting, whether Regular or Special, of the Board of Directors and reconvene in closed executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of members of the Association, or matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors, provided the general nature of any business to be considered in an executive session shall first be announced at such meeting.

6.5 Electronic or Telephonic Meeting. A meeting of the Board of Directors may be held by any method of communication, including electronic and telephonic, provided:

(a) Notice. Notice of the meeting has been given in accordance with subparagraph 6.5(d) below;

(b) Audible Attendance. Each director may hear and be heard by every other Director;

(c) Excluded Purposes. The meeting does not involve voting on a fine, damage assessment, appeal from denial of architectural control approval, or suspension of a right of a particular Association member before the member has an opportunity to attend a board meeting to present the member's position, including any defense, on the issue;

(d) Agenda. Notice of such proposed meeting, which must include the general nature of the purpose of such meeting, is given to each member of the Association at least 24 hours in advance thereof; and

(e) Minutes. A record of the Board action taken at such meeting is filed with the minutes of Board meetings.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD

7.1 Powers. The Board of Directors shall have power to exercise for the Association all powers, duties and authority vested in or delegated to this Association, and not reserved expressly and exclusively to the membership by other provisions of these Bylaws, the Certificate of Formation, or the Declaration.

7.2 Duties. It shall be the duty of the Board:

(a) Minutes. To cause to be kept a complete record of all its acts and corporate affairs and to present a report thereof to the members at the annual meeting of the members, or at any special meeting when such report is requested in writing by the owners of at least 2 Units;

(b) Supervision. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

Unofficial

(c) Assessments. To (1) fix the amount of the Common Assessment for each Unit pursuant to the procedure in the Declaration; (2) send written notice of Common Assessments to every Owner; and (3) collect Common Assessments and enforce Common Assessments, all pursuant to procedures and limitations as set forth in the Declaration;

(d) Certificates. To issue resale certificates, loan eligibility certificates, and verification certificates setting forth whether or not any Common Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates and other written documents provided by the Association. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Insurance. To procure and maintain adequate liability and hazard insurance on Buildings, Common Elements and on property owned by the Association; cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate or necessary;

(f) Maintenance. To cause the Common Elements to be maintained; and

(g) General. To carry out all other duties of the Association or Board under the Declaration.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices. The Officers of this Association shall be a President and a Vice President each of whom shall at all times be members of the Board of Directors, together with a Secretary and a Treasurer.

8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

8.3 Term. Each officer of this Association shall be elected annually by the Board and each shall hold office for approximately one year until the election of his successor, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

8.8 Duties. The duties of the officers are as follows:

Unofficial

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other legal instruments.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, as well as other records of the Association; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. These duties, with approval of the Board, may be delegated to the Association management company.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant or CPA at the completion of each fiscal year; and shall prepare an annual budget for the forthcoming year and a statement of income and expenditures for the previous year, to be presented to the membership at its regular annual meeting. The Treasurer shall also be responsible for supervising billings. These duties, with approval of the Board, may be delegated to the Association management company.

ARTICLE IX. COMMITTEES

The Association shall appoint any committees required by the Declaration or these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE X. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to inspection by any member during reasonable business hours. The Declaration, the Certificate of Formation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association Common Assessments which are secured to the full extent provided by law, by a continuing lien upon the property against which the assessment is made. The collection and enforcement procedures shall be as set forth in the Declaration.

ARTICLE XII. CORPORATE SEAL

The issuance of a corporate seal shall be unnecessary and is not required under Texas law.

ARTICLE XIII. AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of 67% of the votes which members present in person or by proxy are entitled to cast. Thirty days advance written notice to members is required for Bylaws changes. Changes in the Declaration shall be pursuant to the procedures set forth therein.

UNOFFICIAL

ARTICLE XIV. MISCELLANEOUS

The fiscal year of the Association shall be the calendar year.

Unofficial

EXHIBIT F
to
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHAPEL HILL PROFESSIONAL CENTER,
AN OFFICE CONDOMINIUM

SAMPLE MANAGEMENT CERTIFICATE
(to be attached)

Unofficial

EXHIBIT G
to
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHAPEL HILL PROFESSIONAL CENTER,
AN OFFICE CONDOMINIUM

CONSTRUCTION LENDER'S CONSENT
(to be attached)

Unofficial

EXHIBIT H
to
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHAPEL HILL PROFESSIONAL CENTER,
AN OFFICE CONDOMINIUM

INITIAL RULES AND REGULATIONS

RULES AND REGULATIONS
CHAPEL HILL PROFESSIONAL CENTER
(applicable to all Owners, occupants, and invitees)

CHAPEL HILL PROFESSIONAL CENTER, AN OFFICE CONDOMINIUM
(applicable to all Owners, occupants, and invitees)

POLICIES IN GENERAL. Our Owners Association has adopted the following rules to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The rules apply to all Owners and their families, tenants, and guests. The rules are automatically a part of each lease (even if they are not attached), and each Owner is responsible for making sure Owner's tenants have a copy of the rules and follow them. You are encouraged to ask your neighbors to follow the rules.

COMMUNICATIONS. Please direct any repair requests, complaints, or rule violations to:

Chapel Hill Professional Center, Inc.
Attn: Chris Hung
222 Municipal Dr. Suite 150
Richardson Texas 75080
Telephone: (214) 393-4952
Facsimile: (214) 393-4955ot

ENFORCEMENT. The rules will be strictly enforced. If the rules are violated by any occupant or guest of the Owner's Unit, the Owner will be responsible for corrective action, damages, and fines. *[Note to new Owners. The following policies are partly from the Declaration and partly adopted by action of the Board of Directors. All Declaration provisions apply – even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.]*

POLICIES APPLICABLE TO
ALL OWNERS, OCCUPANTS, AND GUESTS

1. Security, Safety, and Lighting. Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for the security of himself and his family and guests. Each Unit has (a) keyless deadbolts on all entry doors, (b) keyed deadbolts on all entry doors, (c) pin locks on all sliding glass doors, and (d) door viewers on all exterior door. Consult management regarding your statutory security device obligations as a landlord if you ever rent your Unit. These locks provide added protection for occupants while inside the Unit. Occupants are requested to report Common Area lighting problems or hazardous conditions immediately to the Association's management company representative. The Association cannot and does not check exterior lighting on a

Unofficial

daily basis. Unit occupants must assume that electronic or mechanical devices may malfunction from time to time.

2. Storage of Property on Private Patios or Balconies. No items may be stored temporarily or permanently on private patios or balconies which can be viewed from Common Areas without the prior approval of the Board or the Manager.

3. Storage of Property in Common Areas. No property may be stored temporarily or permanently on sidewalks, balcony walkways, stair landings, parking lots, or other Common Areas without the prior approval of the Board or the Manger. Management company employees and service personnel, Board members and persons designated by them may remove and throw away any property stored in violation of this rule.

4. Property Inside Units. The Association has the right and the responsibility to control the visual attractiveness of the Property, including the right to require removal of objects which are visible from the Common Areas and which detract from the Property's appearance. Blinds and drapes must be in good repair, hung properly, and comply with Rule 6 regarding color and materials. Storage of boxes and personal property in garages is prohibited if such storage prevents the parking of the Owner's or occupant's vehicle(s) in the garage.

5. Trash. Garbage, rubbish or cuttings shall not be left or deposited, even temporarily, on any Common Areas or patios. All of such refuse must be placed in the dumpster in the parking lot.

6. Window Coverings. All exterior windows shall be covered by white, ivory or tan blinds or drapes. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Burglar bars may not be installed.

7. Signs. "For sale" or "for rent" signs and all other signs are prohibited and may not be exhibited anywhere in the Project, including from the interiors of the Units, except at a location approved by the Board. Board members and management company representatives may enter, without prior notice, and remove and throw away such signs. The policy regarding signs is subject to exceptions for the Declarant (developer) under the Declaration.

8. Mailboxes. The Board of Directors has the exclusive right to designate the type, size and location, and signage on mailboxes. Names on the outside of mailboxes are not allowed and may be removed by management without prior notice because publicly identifying names with a particular Unit increases the risk of crime for occupants of the Unit.

9. Nuisances. No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Project. No activity shall be conducted on the Property which in the judgment of the Board of Directors might reasonably be considered as annoying to persons of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for business. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will increase insurance rates for the Project without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.

10. Antennas. No exposed exterior television or radio antennas or satellite dishes may be installed anywhere on the Property unless otherwise required by applicable law and then only in strict accordance with rules and regulations promulgated by the Board.

11. Vehicle Repair. Except in an emergency when a vehicle is inoperable, no vehicle may be worked on outside of a garage or in a garage that has the garage door open. Otherwise, vehicles must be serviced or repaired off the Property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and shall be

UNOFFICIAL DOCUMENT

removed from the Property at the Owner's expense. Such vehicles must be removed from the Property immediately upon notice from any Board member or management representative.

12. Parking.

(i) Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flower beds or sidewalks is prohibited. No Unit Owner or occupant shall park, store, operate or keep within or adjoining the Project any vehicle over 18 feet long.

(ii) No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets, in the fire lanes, or in driveways to Units. No vehicle shall be left parked and unattended, in the street, along the curb, or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (*i.e.*, fire, EMS) or service vehicles (*i.e.*, refuse trucks). No inoperable vehicle may be stored on the Project.

(iii) The Developer of the Regime has reserved in the Declaration, the right to designate and assign portions of the General Common Elements as parking for the exclusive use of any owner of a unit. Any parking spaces not specifically designated by the Developer for the exclusive use of an owner of a unit will be under the exclusive control and administration of the Association at such time as the Developer no longer owns any Unit within the Regime. The Association may thereafter assign parking spaces to any owner or may use such parking spaces in a manner determined by the Board. Any designation and assignment of General Common Elements as parking is required to the memorialized to a written "assignment of parking" executed by an authorized representative of the Developer (or Association if Developer no longer owns any units within the Regime) which identifies the parking space(s) and the unit assigned thereto. The assignment shall be made a part of the corporate records of the Association and may not be terminated or modified without the consent of the Developer, or after Developer or longer owns any units, the Board, and the owner of the unit to which such spaces were assigned.

13. Anti-Theft Alarms. Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Project for more than three minutes; and any vehicle violating the three-minute rule shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

14. Towing Illegally Parked Vehicles. Vehicles parked in violation of these rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with Chapter 684 of the Texas Transportation Code. A Unit Owner is liable for all costs of towing illegally parked vehicles of the Unit Owner, Owner's family, guests or tenants.

15. Pest Control. The Association does not have responsibilities for pest control inside Units. However, the Association shall have the right to enter and exterminate an Owner's Unit, at the Owner's expense, if the Owner's failure to control pests inside Owner's Unit is adversely affecting other Units.

16. Criminal Activity. While on the Project, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, sprinklers or other common elements is allowed.

17. Utilities and Leaks. Each Owner shall be responsible for promptly fixing leaks in all plumbing lines and, plumbing fixtures, inside Owner's Unit. A Unit Owner will be responsible for paying for damages and repairs necessitated by water leaks from Owner's Unit to adjacent Units. If the Association deems it necessary to repair any of these items inside an Owner's Unit, the Owner shall reimburse the Association for the cost of repair, plus 33% for administrative overhead.

18. Utility Cutoff for Delinquencies. The Board of Directors may suspend water service to the Owner's Unit if (1) the Owner is more than 45 days delinquent on any sums due the Association, (2) notice of the Association's intent to cut off the water is mailed to the Unit Owner at such Owner's last known address, certified mail, return receipt requested, and (3) the Owner has 30 days to appeal to the Board for a hearing on the Board's decision to terminate utilities. Association representatives will then try to contact the Owner by phone to warn him of utility termination of water service. The Board will consider a Unit Owner's written statement of extenuating circumstances of why water service should not be disconnected, or why water service should be reconnected. Entry into the interior of such Unit for such purpose is not authorized. The Association may charge the Unit Owner a disconnect fee of $50 and a reconnect fee of $100. The Association shall have the right to inform all tenants of the existence of this rule and send notices to Unit Owners and their tenants of the Board's intent to enforce the rule. The Board may also notify the Unit Owners and their tenants when the water has in fact been cut off.

19. Eviction of Tenants. Under the Declaration, the Association has the right to evict an Owner's tenant who substantially or repeatedly violates the Association's Rules and Regulations.

20. Common Area Modifications. No Owner may construct, alter, modify, landscape, trim, or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written approval of the plans therefor by the Board of Directors. No exterior awning, shades, railings, or additional lighting may be installed.

21. Common Area Repairs. If the Common Area is in need of repair or maintenance, you are requested to contact the Association's management company immediately and leave a message about what needs to be fixed. This is especially important if exterior lighting or the automatic closing and latching devices on the pool gates are malfunctioning.

POLICIES APPLICABLE PRIMARILY TO OWNERS

22. Leases. Leasing of Units is allowed only if: (i) all leases are in writing and are subject to the provisions of the Declaration and Rules and Regulations, (ii) a copy of the then-current Rules and Regulations are provided to an Owner's tenant by the Owner at the beginning of the lease term, (iii) the Unit is not leased for residential, hotel or transient purposes or for less than 30 days, unless approved by the Board.

23. Leasing of Units by Management Company. The Association's management company may, with authority and compensation from a Unit Owner, lease, manage, and/or sell an Owner's Unit. In doing so, the Management Company does not represent or act for the Association. The management company is not paid by the Association to lease, manage, or sell individual Units for the Owners.

24. Fines. The Board may levy reasonable fines on Unit Owners for violating the Declaration or Rules. A minimum fine for each violation shall be $100. Each day of violation may be deemed a separate violation by the Board. Fines may be assessed only if the Unit Owner is notified of the nature and approximate date of the violation and the amount of the fine. Any Unit Owner and/or Owner's family, guest or tenant who has been fined may appeal the fine and appear before the Board to ask that the fine be dropped and to explain why. In order to appeal a fine, the Owner must request such appeal in writing within 30 days of management's mailing of the fine notice to the Owner. There must be notice of the alleged infraction and fine to the Owner no later than 45 days from the alleged infraction.

25. Late Charges. The charge for late payment of monies to the Association shall be a onetime $15 charge to cover the administrative costs, hassle, and overhead of collection (excluding attorney's fees). After the due date, interest shall run on unpaid sums due the Association at the rate of 18% per year compounded annually.

Effective

26. Hot Checks. The charge for a returned check is $25 plus bank charges incurred by the Association.

27. Board Access to Units. The Association and Managing Agent shall have the right to enter an Owner's Unit for purposes of (1) inspection and (2) protection of property rights and quiet enjoyment of other Owners. The Association may request but not require Owners to furnish the Association with entry keys to their Units for such purposes. If the Unit is unoccupied at the time such entry is needed for such purposes, a locksmith may be used for gaining entry except in case of extreme emergency such as a fire. Emergency utility leaks may be repaired by the Association at the Owner's expense without prior notice. If the Unit is vacant and for sale or lease, the Unit Owner shall furnish a key to the Unit in a sealed envelope to the Association until it is sold or leased.

28. Fees for Special Services. Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, *etc.*) shall be set by the Board from time to time.

29. Change of Address. Owners shall keep the Association timely informed of their current addresses and any change of addresses.

30. Names and Addresses of Tenants. Owners shall notify the Association of current names and addresses of tenants of their respective Units.

31. Name and Address of New Owners. An Owner may not sell or convey Owner's Unit without all monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer Owner's Unit without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter on such until such monies are paid in full. If an Owner sells or transfers Ownership of Owner's Unit and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner.

32. Declaration Provisions. Many of these policies are directly from the Declaration of Covenants, Conditions, and Restrictions which apply to Owners and their occupants and guests. Some of the policies are in addition to what is in the Declaration. All Declaration provisions apply – even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.

33. Non-Liability and Release of the Association, Officers, And Directors. AS PROVIDED IN THE DECLARATION APPLICABLE TO THE CONDOMINIUM PROJECT, THE DECLARANT, THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS SHALL NOT BE LIABLE TO UNIT OWNERS, THEIR TENANTS, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, FOR PROPERTY DAMAGE, PERSONAL INJURIES OR HARM RESULTING AT ANY TIME FROM NEGLIGENT CONDUCT OF THE DECLARANT, THE ASSOCIATION'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS RELATING TO ENFORCEMENT OR NONENFORCEMENT OF THE ASSOCIATION'S DECLARATION OR RULES. THIS INCLUDES BUT IS NOT LIMITED TO ANY DECLARATION PROVISIONS AND RULES REGARDING VEHICLE PARKING, COMMON AREA LIGHTING OR FENCING, COMMON AREA SECURITY, HAZARDOUS MATERIALS STORAGE, ELECTRICAL LINES, GAS LINE OR SANITARY SEWER SYSTEM FAILURES, ETC. UNDER THE DECLARATION, BY ACCEPTANCE OF A DEED OR LEASE, OWNERS AND TENANTS, AS WELL AS PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, ARE DEEMED TO HAVE RELEASED THE DECLARANT, THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS FROM SUCH LIABILITY, TO THE EXTENT AUTHORIZED BY LAW. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (1) A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIATION OF ITS MEMBERS, (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (3) A TRANSACTION FROM WHICH ANOFFICER OR DIRECTOR RECEIVES AN IMPROPER

Effective

BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (4) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLYPROVIDED BY STATUTE.

Unofficial

EXHIBIT I
to
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHAPEL HILL PROFESSIONAL CENTER,
AN OFFICE CONDOMINIUM

ARCHITECTURAL GUIDELINES

ARCHITECTURAL GUIDELINES
FOR CHAPEL HILL PROFESSIONAL CENTER

1. INTRODUCTION

A. Purpose of Architectural Guidelines. The Architectural Guidelines ("**Architectural Guidelines**") for Chapel Hill Professional Center ("**Office Park**") provide an overall framework and comprehensive set of standards and procedures for the development of the Office Park in an orderly and cohesive manner. These standards have been developed to assist in the planning, constructing, landscaping, and modifying of Improvements within the Office Park. The standards set forth criteria for design, style, materials, colors and location of site improvements, landscaping, signage and lighting. In addition, the Architectural Guidelines establish a process for review of proposed construction and modifications to Building Sites to ensure that all sites within the Office Park are developed with the consistency and quality that attracted you to this development. To the extent the standards set forth in the Declaration (as hereinafter defined) differ from the standards set forth in these Architectural Guidelines, the more restrictive standard shall prevail.

B. Definitions Capitalized terms that are not defined in these Architectural Guidelines shall have the same meaning as set forth in the Declaration.

C. Governmental Permits To the extent that any applicable governmental ordinance, building code or regulation requires a more restrictive standard than the standards set forth in these Architectural Guidelines or in the Declaration of Covenants, Conditions, and Restrictions for the Chapel Hill Professional Center, An Office Condominium (the "**Declaration**"), the applicable governmental standards shall prevail. To the extent that any applicable governmental standard is less restrictive, the Declaration and the Architectural Guidelines (in that order) shall prevail.

D. Preparer. These Architectural Guidelines have been prepared by **CDG Chapel Hill Plano, LLC**. (the "***Declarant***") and adopted by the Declarant pursuant to the Declaration. The Architectural Guidelines may be changed and amended to serve the needs of an evolving office park pursuant to the procedures set forth in the Declaration and in **Article 7** of these Architectural Guidelines.

E. Applicability of Architectural Review. Unless otherwise specifically stated in the Declaration or these Architectural Guidelines, all Plans and Specifications must be approved by the Architectural Control Committee before any construction or modification of Improvements on a Building Site begins. Owners are responsible for ensuring compliance with all standards and procedures within these Architectural Guidelines. Owners are also governed by the requirements and restrictions set forth in the Declaration and any applicable Supplemental Declaration.

F. Review Structure. The Architectural Control Committee handles architectural control and review for the Office Park. The term "**Architectural Control Committee**," as used in these Architectural Guidelines, shall refer to the Architectural Control Committee.

G. Review Fees. When an Owner submits Plans and Specifications to the Architectural Control Committee for approval, the submission shall include a "**Review Fee**." The Review Fee shall be made payable to the Association as follows:

1. **Original Construction**: The original improvement of a Building Site.
   Review fee - $ 0.0O0.

2. **Major Alteration or Addition**: A structural or site modification significant enough to warrant the issuance of a building permit by a governmental authority. Review Fee - $ 1,000.00.

3. **Minor Architectural Modification or Addition**: Any architectural changes which require architectural review and approval as set forth in the Declaration or these Architectural Guidelines for which a governmental building permit is not required. For example, changing the exterior color scheme of the Building or installing landscaping which deviates from the typical landscaping plan. Review Fee - $ 500.00.

4. **Changes**: Changes to or resubmission of approved or unapproved Plans and Specifications. Review Fee - $ 500.00.

2. ARCHITECTURAL REVIEW PROCEDURES

A. Review of New Construction. Plans and Specifications for new construction upon any Building Site must be reviewed and approved by the Architectural Control Committee, and require the submission of an Application for Review and payment of the Review Fee. Owner shall submit to the Architectural Control Committee a conceptual or preliminary site layout and all of the Plans and Specifications listed in **Section 2.C**. Also, if available information concerning irrigation systems, drainage, lighting, landscaping, fencing, elevation, excavation, screening, and other features shall be provided. Owners may request an initial meeting with a representative of the Architectural Control Committee to address any questions about the Office Park and the Architectural Guidelines.

B. Review of Modifications. The review of modifications to existing structures or Improvements shall require the submission of an Application for Review to the Architectural Control Committee along with the required Review Fee. Depending on the scope of the modification, the Architectural Control Committee may require the submission of all or some of the Plans and Specifications listed below in **Section 2.C**. In the alternative, the Architectural Control Committee may require a less detailed description of the proposed modification. The review and approval of modifications shall take place within the same time periods as required for new construction.

C. Plans and Specifications to be Reviewed. The Architectural Control Committee shall require 3 full size sets of the following Plans and Specifications for new construction or a modification, in addition to the submission of an Application for Review and payment of a Review Fee:

1. **Floor Plan**. Showing building shell footprint, walkways and other impervious cover to be constructed, retaining walls, trash enclosures, HVAC equipment and utilities and the screening for same, interior spacing of rooms, and connections to driveways and walkways.

2. **Elevations**. Front, rear and side exterior elevations showing building materials and finishes, and indicating the maximum height of the Suite and other Improvements and relationship to existing and proposed finished grades.

3. **Roof Plan**. Showing slopes, pitches and gables, unless reflected in the other Plans and Specifications.

Unofficial

4. **Landscaping Plan/Site Plan**. Showing location of major excavations and trees (other than cedar) greater than 6" in diameter for which permission is requested to cut down.

5. **Other**. Such other information, data, and drawings as may be reasonably requested by the Architectural Control Committee, including, without limitation, total proposed impervious cover, screening and other features.

D. Review Criteria; Variances. In its review process, the Architectural Control Committee may consider the quality of workmanship and design, harmony of external design with existing structures, location in relation to surrounding structures, topography, trees, and finish grade elevation, among other things. The Architectural Control Committee shall have the power to grant a variance from strict compliance when a deviation is deemed by the Architectural Control Committee to be desirable, so long as the variance does not result in a material violation of the Declaration. No variance shall be effective unless in writing and signed by the Architectural Control Committee.

E. Review Period. Each Application for Review shall be approved or disapproved in accordance with **Sections 3.8** and other applicable provisions of the Declaration. The Architectural Control Committee is to notify the Owner of the Architectural Control Committee's approval or disapproval with specified objections or notice of need for additional information by sending a reply within 12 days of receipt of each submission by an Owner. The Architectural Control Committee may reply by mail, email,\ or fax.

F. Revisions. If the Architectural Control Committee disapproves of the Plans and Specifications, or any matter reflected thereby, the Review shall provide a written list of objections. Upon a disapproval, the Owner may submit revised Plans and Specifications to the Architectural Control Committee in accordance with Section 3.8 and other applicable provisions of the Declaration.

G. Governmental Approval. The review and approval of Plans and Specifications shall not be a substitute for compliance with the permitting and approval requirements of the City of Plano, Collin County or other governmental authorities having jurisdiction over the Office Park. It is the responsibility of each Owner to obtain all necessary permits and approvals.

H. Compliance with Approved Plans and Specifications. All work must conform to approved Plans and Specifications. If it is determined by the Architectural Control Committee that work completed or in progress on any Building Site is not in compliance with these Architectural Guidelines or any approval issued by the Architectural Control Committee, the Architectural Control Committee shall, directly or through the Board, notify the Owner in writing of such noncompliance specifying in reasonable detail the particulars of noncompliance and shall require the Owner to remedy the same. If the Owner fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be in violation of the Declaration and these Architectural Guidelines.

I. Changes After Approval. All proposed changes to Plans and Specifications, including changes that affect the exterior of any Building, grading, or landscaping, made after the approval of Plans and Specifications must be submitted to and approved in writing by the Architectural Control Committee prior to implementation. If a governmental authority having jurisdiction requires that changes be made to final construction Plans and Specifications previously approved by the Architectural Control Committee, the Owner must notify the Architectural Control Committee of such changes and receive approval from the Architectural Control Committee prior to implementing such changes.

J. Enforcement. In the event of any violation of these Architectural Guidelines, the Declarant or the Board may take any action set forth in the Bylaws or the Declaration, including the levy of a Special Assessment pursuant to the Declaration. The Declarant or the Board may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, the

Declarant or the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the Building Site upon which such violation exists.

3. ARCHITECTURAL STANDARDS.

The following specific criteria shall apply to all proposed or existing construction or modification within the Office Park unless Architectural Control Committee grants a variance.

A. Improvements. Owners shall secure Architectural Control Committee approval prior to construction, modification or removal of any Improvements.

B. Additions and Expansions. Architectural Control Committee approval is required for any addition to or expansion of a Building. Materials shall match or compliment the existing Building.

C. Architectural Standards. The exteriors of all Buildings must be designed to be compatible with the natural site features of the Building Site and to be in harmony with their surroundings including the land forms, the natural contours, local climate, vegetation, and the views. The Architectural Control Committee in its discretion can veto a design or suggest improvements to the design based on an analysis of the design and its compatibility with the standards established above and others in these Architectural Guidelines. The Architectural Control Committee will provide in writing reasons for its assessment and suggestions to the Owner.

D. Building Height. No Improvement greater than __ feet or more than __ stories in height may be constructed unless the Architectural Control Committee grants a variance. As applied to a Building, height is measured as specified by applicable regulations of the City of Plano or Collin County, or if there are no such applicable regulations, as follows: from the average elevation from the existing grade(s), front to rear of the Building (1) to the highest point of the coping of a flat roof; (2) to the deck line of a mansard roof; (3) to the average height of the highest gable on a pitched or hipped roof; or (4) if none of the preceding, then to the highest point of the Building, excluding spires, antennae, ventilators, chimneys or other similar appurtenances not extending over 6 feet above the Building on which they are located. The Architectural Control Committee may consider the impact of the height of proposed Improvements on the views of other Owners and Building Sites in determining whether or not to approve Plans and Specifications.

E. Foundation. All foundations for Improvements shall, to the extent possible, conform to the topography of the Building Site on which the Improvements are being constructed. No areas under any foundation shall be exposed to views from any public or private street, driveway, walkway, or another Building Site.

F. Roofs. Rooflines must be appropriate for the architectural style. All roofs also must:

1. **Materials**. Be constructed of wood shingles, clay tile, cement tile, slate, stone, synthetic slate, non-reflective standing seam metal of earth tone colors (some ornamental use of copper roofing may be allowed in the discretion of the Architectural Control Committee) or other material approved by the Architectural Control Committee;

2. **Quality**. Be of high grade and quality;

3. **No reflection**. Not be reflective; and

4. **Height**. Not exceed the applicable governmental authority's required height limits unless a variance is granted by the applicable governmental authority, if required, and the Architectural Control Committee.

Unofficial

G. Reflective or Mirrored Glass. No reflective or mirrored glass shall be used on the outside areas of any Buildings or other Improvements.

H. Exterior Lighting. Exterior lighting or illumination of buildings, yards, landscaping and parking areas shall be designed and installed with adequate top and side shielding to avoid visible glare (direct or reflected) onto streets, driveways, walkways, and/or other Building Sites.

I. Fencing. The Architectural Control Committee, in its discretion, may allow or prohibit the construction of any proposed fence; may specify the materials of which any proposed fence must be constructed; and may from time to time adopt and revise recommendations regarding fencing.

J. Temporary Structures. Temporary structures other than those used during the initial construction of a Building and those permitted under the Declaration are prohibited.

K. Building Materials. All Buildings shall be of recognized standard construction quality. Exterior wall surfaces (exclusive of glass) shall be of a material specifically approved in writing by the Architectural Control Committee.

4. LANDSCAPING AND SITE STANDARDS.

Landscaping is an essential element of design at the Office Park. Preservation of existing vegetation in addition to the introduction of plants native to the area must be considered in establishing the landscape design.

A. Initial Landscaping. The Landscaping Plan included in the Plans and Specifications should include the following:

1. Site Plan. Site plan with property boundary, footprints of permanent structures, and locations and identifications of all existing trees.

2. Identification. Project location and owner's name.

3. Scale. North arrow, drawing scale, sheet number, and date.

4. Plant Plan. Planting plan showing locations of proposed and existing plants. Plants should be drawn at mature size.

5. Irrigation Plan. Irrigation plan.

6. Construction Plan. Construction details for all structural elements.

7. Drainage Plan. Proposed finished grading and drainage.

B. Drainage. Drainage of the Building Site must conform to all applicable governmental requirements. All drainage and grading must be indicated on the Plans and Specifications approved by the Architectural Control Committee. There shall be no interference with the established drainage pattern over any portion of the Office Park except as approved in writing by the Architectural Control Committee. Landscape Plans and Specifications shall conform to the established drainage pattern, shall cause water to drain away from the foundation of the Building, and shall prevent water from flowing under or ponding near or against the house foundation. Water should flow fully over walkways, sidewalks or driveways into the street. The Architectural Control Committee may require a report from a drainage engineer as part of its review of any landscaping or improvement plan.

C. Condition and Repair of Improvements and Landscaping. All Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. All irrigation systems shall be well maintained and operated at each Building to keep lawns and

Unofficial

landscaping in a condition acceptable to the Association and appropriate to the season, weather conditions and water availability. All landscaping Plans and Specifications shall be prepared and implemented in order to prevent erosion to the maximum extent reasonably practicable. Each Owner shall keep all trees, shrubs, grass and plantings on such Owner's Building Site or Building Sites free of disease and insects consistent with good horticultural practice.

5. CONSTRUCTION GUIDELINES.

A. Inspections. Each Owner shall schedule and coordinate a review of all construction activities with the Architectural Control Committee to verify compliance with the approved Plans and Specifications. The Architectural Control Committee may also perform additional periodic informal inspections to ensure that work is being performed in conformance with approved Plans and Specifications and these Architectural Guidelines. All inspections are observations only and will not relieve any Owner of the obligation to obtain inspection approvals from Collin County and other organizations having jurisdiction. Job sites not in compliance with the Declaration, these Architectural Guidelines or approved Plans and Specifications will be issued a Notice of Violation and a punch list of items needed to bring the construction and/or job site into compliance. Further construction is prohibited until such punch list items have been corrected.

B. Construction Damages. Any damage to vegetation or Common Area facilities caused by any Owner, its contractors, sub-contractors, agents or employees must be corrected immediately to the satisfaction of the Architectural Control Committee and the owner of the damaged property. If the damage is not corrected, the Association may repair such damage and assess the costs of repair to the responsible Owner.

C. Conduct. The Owner must ensure that all contractors and subcontractors control the conduct of their employees while working in the Office Park. Loud music, profanity, and other behavior which is unbecoming of a quality operation will not be tolerated. Employees violating this policy may be asked to leave the Office Park and may be denied access at the construction entrance.

D. Site Cleanliness. All sites must be maintained in a clean and orderly manner at all times. The storage of materials, to the extent possible, shall be neat and orderly.

6. ENFORCEMENT AND REMEDIES.

Any violation of these Architectural Guidelines shall be deemed a violation of the Declaration. Any Owner at his own expense, Declarant, the Board, or the Architectural Control Committee shall have the right to enforce the provisions of these Architectural Guidelines, in compliance with and subject to the provisions of the Declaration.

7. CHANGES AND AMENDMENTS TO THE ARCHITECTURAL GUIDELINES.

These Architectural Guidelines may be amended as follows:

A. Amendment. These Architectural Guidelines may be amended, in whole or in part, upon the affirmative vote of a majority of the members of the Architectural Control Committee.

B. Recordation. Such amendment shall be recorded in the Official Records of Collin County and may be posted in a prominent place within the Office Park.

C. Effective Date. All amendments shall become effective upon recording in the Official Records of Collin County. Such amendments shall not be retroactive so as to apply to previous work or approved work in progress.

D. Declaration Controls. In no way shall any amendment to these Architectural Guidelines change, alter or modify any provision of the Declaration or any Supplemental Declaration. If, and to the extent, these Architectural Guidelines conflict with the Declaration, the Declaration shall control.

Unofficial

EXHIBIT J
to
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHAPEL HILL PROFESSIONAL CENTER,
AN OFFICE CONDOMINIUM

BOUNDARY DESIGNATION
(see attached)

Unofficial

H-69



VICINITY MAP
NTS

0 30 60
Scale 1" = 30'

5 DENOTES LANDSCAPED AREA

NOTE:
THERE ARE NO TREES ON THIS SITE.

SITE PLAN GENERAL NOTES

1. Buildings 6,000 square feet or greater shall be 100% fire sprinkled.
2. Fire lanes shall be designed and constructed per city standards.
3. Handicapped parking area shall be designed and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
4. Four-foot widesidewalks shall be provided 2.5 feet off of the property line within the right-of-way, unless a sidewalk easement is provided for a meandering sidewalk or an alternative design is approved by the city. Barrier-free ramps, per city standards, shall be provided on sidewalks at all curb crossings.
5. Mechanical units, dumpster and trash compactors shall be screened in accordance with the Zoning Ordinance.
6. All signage contingent upon approval by Building Inspection Department.
7. Approval of the site plan is not final until all engineering plns are approved.
8. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
9. Building facades within this development shall be compatible with the Dallas Noth Tollway Design Guidelines.
10. Outdoor lighting shall comply with illumination standards within Section 50466 of the Code of Ordinances.
11. Please contact Building Inspection Department to determine type of construction and occupancy group.
12. All electrical transmission, distribution, and service lines must be undergrund where required.
13. Uses shall conform in operation, location, and construction to the following performance standards in Section 3-1300 of the Zoning Code: noise, smoke and particulate matter, odorous matter, fire or explosive material, toxic and noxious matter, vibration and/or other performance standrds.

SITE DATA SUMMARY TABLE	
	LOT 2
GENERAL SITE DATA	
ZONING:	RC/DNT OVERLAY
LAND USE:	MEDICAL OFFICE
LOT AREA:	51,181 S.F./ 1.1750 ACRES
BUILDING AREA:	
MEDICAL OFFICE	16,100 S.F.
GENERAL OFFICE	0 S.F.
TOTAL BUILDING	16,100 S.F.
BUILDING HEIGHT(s):	TWO-STORY
LOT COVERAGE:	15.7%
FLOOR AREA RATIO	0.31 TO 1
PARKING	
REQUIRED: MEDICAL OFFICE (16,100 / 175)	92 SPACES
TOTAL REQUIRED:	92 SPACES
TOTAL PROVIDED:	92 SPACES
HANDICAP PARKING REQUIRED:	4 SPACES
HANDICAP PARKING PROVIDED:	4 SPACES
PARKING IN EXCESS OF 110% OF REQ'D SPACES	0 SPACES
LANDSCAPE AREA:	
LANDSCAPE EDGE AREA PROVIDED	4,686 S.F.
REQUIRED INTERIOR LANDSCAPE AREA	736 S.F.
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED	1,578 S.F.
OTHER LANDSCAPE AREA WITHIN THE LOT	2,445 S.F.
TOTAL LANDSCAPE AREA	9,445 S.F.
PERMEABLE AREA	
PERMEABLE PAVEMENT	0 S.F.
OTHER PERM. AREA OTHER THAN LANDSCAPING	0 S.F.
TOTAL PERMEABLE AREA	0 S.F.
IMPERVIOUS AREA:	
BUILDING FOOTPRINT AREA	8,050 S.F.
ALL PAVEMENT AREAS	33,686 S.F.
TOTAL IMPERVIOUS AREA	41,736 S.F.
SUM OF LANDSCAPE + PERMEABLE +	
IMPERVIOUS AREAS	51,181 S.F.
BILLABLE IMPERVIOUS AREA	41,736 S.F.

Water Meter Schedule					
I.D.	Type	Size	No. of Meters	Sanitary Sewer Size	Status
1	Domestic	2"	1	8"	PROPOSED
2	Irrigation	2"	1	N/A	PROPOSED

NOT A CONSTRUCTION DOCUMENT
FOR REVIEW & APPROVAL PURPOSES BY PLANNING & ZONING COMMISSION

OWNER:
CDG CHAPEL HILL PLANO, LLC
222 MUNICIPAL DRIVE, SUITE 150
RICHARDSON, TEXAS 75080
CONTACT: CHRIS HUNG
972-342-1069

	As-Built
8-25-09	Revision
8-17-09	P&Z Meeting
8-10-09	2nd Submittal
7-23-09	Initial Submittal
Date:	Issue Type:

CITY APPROVAL BLOCK:

CHAPEL HILL PROFESSIONAL CENTER

A CONDOMINIUM PROFESSIONAL OFFICE BUILDING

ENGINEER:
ROLAND FOERSTER CIVIL ENGINEER
1601 WADDILL ST, SUITE 104
McKINNEY, TEXAS 75069
(214) 544-8868
email: rfce@flash.net
Firm No. F-506

DEVELOPER:
CANTERRA DEVELOPMENT GROUP
222 MUNICIPAL DRIVE, SUITE 150
RICHARDSON, TEXAS 75080
CONTACT: CHRIS HUNG
972-342-1069

8-25-09- Increase meter size to 2"
8-11-09- Move irrig. Meter to Front
8-10-09- Per City Comments
Revisions:

FINAL SITE PLAN

LOT 2, BLOCK A (1.17 ACRES)
WASHINGTON-SHADDOCK addition
JOHN C. CAMPBELL SURVEY, ABST. NO. 240
CITY OF PLANO, COLLIN COUNTY, TEXAS

Date:	Scale:	Sheet:
July 23, 2009	1" = 30'	SP-1

PROJ. # 0216

C:\Jobs\0216\Plotting\Site Plan.dwg Plotted: Tue Aug 25 11:48:48 2009

RELEASED FOR REVIEW

Unofficial

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/01/2010 08:11:43 AM
$308.00 BNOPP
20100401000307500

