CONDOMIN 20080045871
90 PGS

DECLARATION

OF

DREXEL

PARK HOLLOW

CONDOMINIUMS

Dallas, Dallas County, Texas

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Declarant

Drexel Bandera I, LP

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DECLARATION
OF
DREXEL PARK HOLLOW CONDOMINIUMS

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DECLARATION

OF

DREXEL PARK HOLLOW CONDOMINIUMS

This Declaration of Drexel Park Hollow Condominiums is made by Drexel Bandera I, LP, a Texas limited partnership ("**Declarant**"), on the date signed below. Declarant owns the real property described in Appendix A of this Declaration, together with the improvements thereon. By recording this Declaration, Declarant submits the property described in Appendix A to the provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating Drexel Park Hollow Condominiums.

Declarant desires to develop the real property with a residential condominium to be known as Drexel Park Hollow Condominiums. Declarant further desires to provide for the preservation and maintenance of portions of Drexel Park Hollow, and to protect the value, desirability, and attractiveness of Drexel Park Hollow. As required by State law, Declarant is creating a condominium association to perform the functions and activities more fully described in this Declaration.

Declarant DECLARES that the property described in Appendix A will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration, including Declarant's rights and reservations in the attached Appendix F, which run with the real property and bind all parties having or acquiring any right, title, or interest in the property, their heirs, successors, and assigns, and inure to the benefit of each owner of the property.

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ARTICLE 1
DEFINITIONS

DEFINITIONS. Unless defined otherwise in this Declaration, words and phrases defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Governing Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1. "**Act**" means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

1.2. "**Additional Land**" means real property which may be added to the Property and subjected to this Declaration by Declarant, pursuant to Section F.5.2 of Appendix F of this Declaration, specifically including the rest and remainder of Drexel Bandera Addition, an addition to the City of Dallas, Texas, according to the plat thereof recorded on June 6, 2006, as Document No. 200600204545, Real Property Records, Dallas County, Texas.

1.3. "**Applicable Law**" means the statutes and public laws and ordinances in effect at the time a provision of the Governing Documents is applied, and pertaining to the subject matter of the

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Governing Document provision. Statutes and ordinances specifically referenced in the Governing Documents are "Applicable Law" on the date of the Governing Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superceded by one or more other statutes or ordinances.

1.4. "**Assessment**" means any charge levied against a unit or owner by the Association, pursuant to the Governing Documents, the Act, or other public law, including but not limited to Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments, as defined in Article 5 of this Declaration.

1.5. "**Association**" means the association of owners of all units in the Property and serving as the "association" defined by the Act, and as the "property owners' association" defined in applicable law, such as Section 202.001(2) of the Texas Property Code. The initial name of the Association is Drexel Park Hollow Condominium Association.

1.6. "**Board**" means the board of directors of the Association.

1.7. "**Bylaws**" means the bylaws of the Association, as they may be amended from time to time.

1.8. "**Common Element**" means all of the Property, save and except the units. All Common Elements are "**General Common Elements**" except, if any, "**Limited Common Elements**" allocated by this Declaration for the exclusive use of one or more but less than all of the units.

1.9. "**Community Manual**" means the initial compilation of policies and rules pertaining to the use, operation, and maintenance of the Property. In the event of conflict between this Declaration and the Community Manual, this Declaration controls.

1.10. "**Declarant**" means Drexel Bandera I, LP, a Texas limited partnership, which is developing the Property, or the successors and assigns of Drexel Bandera I, LP, which acquire any portion of the Property or the Additional Land for the purpose of development and which are designated a Successor Declarant by Drexel Bandera I, LP, or by any such successor and assign, in a recorded document.

1.11. "**Declarant Control Period**" is defined in Appendix F of this Declaration.

1.12. "**Declaration**" means this document, as it may be amended from time to time.

1.13. "**Development Period**" is defined in Appendix F of this Declaration.

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1.14. "**Governing Documents**" means, singly or collectively as the case may be, this Declaration, the Plat and Plans recorded pursuant to the Act, the Bylaws of the Association, the Association's Articles of Association, and, if any, the Rules of the Association, the Community Manual, and the Maintenance Responsibility Chart, as any of these may be amended from time to time. An

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appendix, exhibit, schedule, or certification accompanying a Governing Document is a part of that Governing Document.

1.15. "**Majority**" means more than half.

1.16. "**Member**" means a member of the Association, each member being an owner of a unit, unless the context indicates that member means a member of the board or a member of a committee of the Association.

1.17. "**Mortgagee**" means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first deed of trust lien against a unit.

1.18. "**Owner**" means a holder of recorded fee simple title to a unit. Declarant is the initial owner of all units. Sellers under contracts for deed are owners. Mortgagees who acquire title to a unit through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not owners. Every owner is a member of the Association.

1.19. "**Property**" means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Drexel Park Hollow Condominiums. The Property is located entirely in the City of Dallas, Dallas County, Texas. The Property is located on land described in Appendix A to this Declaration, as it may be amended or supplemented from time to time, and includes every unit and common element thereon.

1.20. "**Resident**" means an occupant of a unit, regardless of whether the person owns the unit.

1.21. "**Rules**" means rules and regulations of the Association adopted in accordance with the Governing Documents or the Act. The initial Rules may be adopted by Declarant for the benefit of the Association.

1.22. "**Underwriting Lender**" means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage Association (Fannie Mae), or Government National Mortgage Association (Ginnie Mae), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner's financing options nor as a representation that the Property is approved by any institution.

1.23. "**Unit**" means a physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Appendix D, as further described in the Unit Boundaries Section of this Declaration.

ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

2.1. SUBJECT TO DOCUMENTS. The real property described in Appendix A is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant's rights and reservations in the attached Appendix F, which run with the Property, bind all parties

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having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each owner of the Property.

2.2. ADDITIONAL PROPERTY. Additional real property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of owners representing at least two-thirds of the units in the Property, or, during the Development Period, by Declarant as permitted in Appendix F. Annexation of additional property is accomplished by recording a declaration of annexation, including an amendment of Appendix A, in the Real Property Records of Dallas County, Texas. If units are added to the Property, amendment of Appendixes B and D is also required.

NOTICE
This Declaration and the other Governing Documents are subject to change from time to time. By owning or occupying a unit, you agree to remain in compliance with the published restrictions and rules as they change.

2.3. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by owners representing at least two-thirds of the total allocated votes. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Governing Documents within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

2.4. RECORDED EASEMENTS AND LICENSES. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all restrictions, easements, licenses, leases, and encumbrances of record, including those described in the attached Appendix E, and any shown or referenced on a recorded plat, each of which is incorporated herein by reference. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-recorded restrictions, easements, licenses, leases, and encumbrances, and further agrees to maintain any easement that crosses his unit and for which the Association does not have express responsibility.

2.5. LAND USE. Although this Declaration contains a limited number of disclosures about the Property and its location on the date of this Declaration, neither Declarant nor the Association makes any representation that these are the only noteworthy features of the Property or its location. A prospective owner or resident must make his own inspection of the Property and its location, and make inquiries of anything that concerns him. Except for the express disclosures stated in this Declaration, Declarant makes no representation of any kind as to current or future uses - actual or permitted - of any land that is adjacent to or near the Property, regardless of what the plat shows as potential uses of adjoining land. Declarant and the Association can not and do not guaranty scenic views, volumes of traffic on streets around and through the Property, availability of shopping, or any other aspect of the Property that is affected by the uses or conditions of adjacent or nearby land, water, or air.

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ARTICLE 3
PROPERTY EASEMENTS AND RIGHTS

3.1. GENERAL. In addition to other easements and rights established by the Governing Documents, the Property is subject to the easements and rights contained in this Article.

3.2. OWNER'S EASEMENT OF ENJOYMENT. Every owner is granted a right and easement of enjoyment over the general common elements and to use of improvements therein, subject to other rights and easements contained in the Governing Documents. An owner who does not occupy a unit delegates this right of enjoyment to the residents of his unit, and is not entitled to use the general common elements. Notwithstanding the foregoing, if a portion of the general common elements, such as a recreational feature, is designed for private use, the Association may temporarily reserve the use of such area for certain persons and purposes.

3.3. FIRE SPRINKLER EASEMENT. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, grants to public fire safety personnel and to the Association an easement across his unit for access to and testing of all systems and equipment located therein for the purposes intended by public fire safety authorities.

3.4. OWNER'S MAINTENANCE EASEMENT. Every owner is granted an easement over adjoining units and common elements for the maintenance or reconstruction of his unit, subject to the consent of the owner of the adjoining unit, or the Association in the case of common elements, and provided the owner's use of this easement does not damage or materially interfere with the use of the adjoining unit or common element. Requests for entry to an adjoining unit or common element will be made in advance for a time reasonably convenient for the adjoining owner, who may not unreasonably withhold consent. If an owner damages an adjoining unit or common element in exercising this easement, the owner is obligated to restore the damaged property to its original condition, at his expense, within a reasonable period of time.

3.5. OWNER'S INGRESS/EGRESS EASEMENT. Every owner is granted a perpetual easement over the Property, as may be reasonably required, for vehicular ingress to and egress from his unit or the appurtenant limited common elements.

3.6. OWNER'S ENCROACHMENT EASEMENT. Every owner is granted an easement for the existence and continuance of any encroachment by his unit on any adjoining unit or common element now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of a building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the improvement stands.

3.7. UNIT-TO-UNIT MAINTENANCE & ACCESS EASEMENT. By acquiring an interest in a Drexel Park Hollow unit, each owner acknowledges the possibility that the owner may need access to an adjoining unit or common element for certain limited purposes related to the support, maintenance, repair, and improvement of his unit. Similarly, the owner of an adjoining unit may need access to the owner's unit for the support, maintenance, repair, and improvement of a component of the adjoining unit. Also, each owner acknowledges that wires, cables, conduit, and pipes serving one unit may run through another unit. For the foregoing reasons, each owner covenants and agrees as follows:

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3.7.1. Owner Grants Easement. Each owner hereby grants an easement across and through his unit - as necessary - for the support, maintenance, repair, replacement, and improvement of wires, cables, conduit, and pipes as initially installed or replacements thereof, that serve another unit, but only to the extent that use of this easement is reasonable and necessary. The owner of a unit containing wire, cables, conduit, or pipes that serve one or more other units or common elements has a duty to refrain from interfering with or damaging those items.

3.7.2. Owner Benefitted by Easement. Every owner is granted an access easement over adjoining units and common elements for the support, maintenance, repair, reconstruction, or improvement of his unit, provided exercise of the easement does not damage or materially interfere with the use of the adjoining unit or common element.

3.7.3. Permission. Requests for entry to an adjoining unit or common element must be made to the owner of the adjoining unit, or the Association in the case of common elements, in advance for a time reasonably convenient for the adjoining owner. If an owner damages an adjoining unit or common element in exercising this easement, the owner is obligated to restore the damaged property to its original condition, at his expense, within a reasonable period of time.

3.7.4. Bona Fide Need. This Section anticipates that an owner's need for access to an adjoining unit will rarely if ever occur, and that the necessity will be determined by a licensed contractor or building trade professional after evaluating options, if any, that do not require access. In the event of dispute between owners regarding the exercise of this easement, the board is the arbiter of whether the anticipated use of this easement is reasonable and necessary. Each owner and resident will endeavor to cooperate with the owners of other units in the building to effect the purposes and intent of this Section.

3.8. ASSOCIATION'S ACCESS EASEMENT. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation all common areas and the owner's unit and all improvements thereon for the below-described purposes. In exercising this easement on an owner's unit, the Association is not liable to the owner for trespass.

a. To perform inspections and/or maintenance that is permitted or required of the Association by the Governing Documents or by applicable law.

b. To perform maintenance that is permitted or required of the owner by the Governing Documents or by applicable law, if the owner fails or refuses to perform such maintenance.

c. To enforce the Governing Documents, including without limitation the architectural standards and use restrictions.

d. To exercise self-help remedies permitted by the Governing Documents or by applicable law.

e. To respond to emergencies.

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f. To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

g. To perform any and all functions or duties of the Association as permitted or required by the Governing Documents or by applicable law.

3.9. EASEMENT OF COOPERATIVE SUPPORT. This Declaration can not anticipate every possible event in the life of the Property that will require the cooperation of owners. Accordingly, every owner is granted an easement of cooperative support over each adjoining unit and common element as needed for the common benefit of the Property, or for the benefit of units in a building, or units that share any aspect of the Property that requires cooperation. By accepting an interest in or title to a unit, each owner (1) acknowledges the necessity for cooperation in a condominium, (2) agrees to try to be responsive and civil in communications pertaining to the Property and to the Association, (3) agrees to provide access to his unit and limited common elements, if any, when needed by the Association to fulfill its duties, and (4) agrees to try refraining from actions that interfere with the Association's maintenance and operation of the Property.

3.10. UTILITY EASEMENT. The Association may grant permits, licenses, and easements over the common elements for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

READERS, PLEASE PAY PARTICULAR HEED TO THE NEXT 2 PROVISIONS TITLED "SECURITY" & "RISK".

3.11. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each owner and resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each owner and resident further acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the owner or resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each owner and resident acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

3.12. RISK. Each resident uses all common areas at his own risk. All common amenities are unattended and unsupervised. Each resident is solely responsible for his own safety and that of his guests. The Association disclaims any and all liability or responsibility for injury or death occurring from use of the common amenities.

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3.13. EASEMENT TO INSPECT & RIGHT TO CORRECT. For a period of 10 years after expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a utility meter may be warranted by a change of circumstance, imprecise siting of the original meter, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each owner, by accepting an interest in or title to a unit, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation all common elements and the owner's unit and all improvements thereon for the purposes contained in this Section.

ARTICLE 4
UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS

4.1. UNIT BOUNDARIES. The boundaries and identifying number of each unit are shown on the Plat and Plans attached as Appendix D. The boundaries are further described as follows:

4.1.1. Lower Boundary: The top surface of the concrete subflooring is the unit's lower horizontal boundary. In other words, the subflooring is a common element, but anything affixed to the subflooring is part of the unit.

4.1.2. Upper Boundary: The exterior (sky-side) surface of the sheetrock comprising the perimeter ceilings is the unit's upper horizontal boundary. In other words, the ceiling sheetrock is part of the unit.

4.1.3. Vertical Perimeter Boundaries: On the perimeter walls of the unit, the unit's vertical boundaries are (1) the exterior (outside) surfaces of the sheetrock comprising the perimeter walls; (2) the interior (inside) surfaces of window glass and window frames; (3) the interior (inside) surfaces of closed perimeter doors. In other words, the sheetrock on perimeter walls is part of the unit, but windows and doors in the perimeter walls are part of the common element.

4.1.4. Penthouse Terrace Boundaries: The third floor units of each building include, within the unit's boundaries, a semi-enclosed roof terrace, as shown on the Plats and Plans attached hereto as Appendix D. The boundaries of the terrace portion of a unit are as follows:

(1) The bottom boundary of the terrace is immediately above the top surface of the roof. The roof itself is not part of the terrace. Any terrace flooring on the roof is part of the unit.

(2) The upper boundary of the terrace is immediately above the open air slatted cover over the terrace. The open air slatted cover is part of the unit.

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(3) The vertical perimeter boundaries of the terrace are the outside surfaces of the terrace walls. The terrace walls and gate are part of the unit.

4.1.5. What the Unit Includes: Each unit includes the spaces and improvements within the perimeter walls, floors, ceilings, windows, and doors of the unit. Unless expressly excluded from unit ownership by this Declaration, each unit also includes utility-type equipment serving the unit exclusively, whether located inside or outside the physical boundaries of the unit, whether or not attached to or contiguous with the physical boundaries of the unit, such as: electricity meter, fuse box, electrical switches, wiring, pipes, ducts, conduits, smoke or fire detectors, security systems, cable equipment, satellite equipment, shower pans, wall safes, door and window locks, peepholes, lighting fixtures (including recessed cams), telephone and electrical receptacles, heating and cooling equipment and systems, and any other utility-related item from the point of its connection with common lines or systems. In other words, in addition to the inside of his unit, an owner also owns certain physical components of the Property that exclusively serve the unit even though located outside the boundaries of the unit.

4.1.6. Exclusions: Except as specifically included above, each unit excludes the spaces and improvements lying outside of the perimeter boundaries. Each unit also excludes any chute, pipe, flue, duct, wire, or conduit running through a unit for the purpose of furnishing utility and similar services to other units and/or common elements. In other words, a plumbing pipe that serves another unit is not part of the unit. However, under the preceding subparagraph, the length of pipe that serves the unit exclusively is part of the unit.

4.1.7. Inconsistency with Plans: If the foregoing description of unit boundaries is inconsistent with the Plats and Plans, then this Section will control.

4.1.8. Representations of Size. The units are initially marketed on the basis of a representational floorplans, each of which is marked with a rounded and estimated size of the air-conditioned space, taken from pre-construction architectural drawings. Those marketing sizes may vary from the size of the actual space contained within the unit's vertical and horizontal boundaries.

SIZE OF UNIT

The size of a unit may be measured different ways for different purposes, such as for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the unit's legal boundaries. The unit's partition wall cavities and/or its perimeter wall cavities may or may not be included.

4.1.9. Sizes in Appendix B. The "Relative Size" stated in Appendix B of this Declaration refers to a rounded calculation for a prototype floorplan drawn by a design professional before the buildings were constructed. As used in Appendix B, the purpose of the "Relative Size" is to facilitate the calculation of approximate relationships among the floorplans - which ones are smaller, which ones are larger - for the calculation of percentages of ownership and assessment liability. The Relative Sizes are not intended to be accurate statements of actual sizes of units. If there is a discrepancy between a size in Appendix B and

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the measured area of a constructed unit, the number used in Appendix B controls for the intended purpose. If there is a discrepancy between all the Relative Sizes and the actual sizes of units in relation to one another, the numbers used in Appendix B control for the purposes of this Declaration. During the Development Period, Declarant may amend Appendix B to correct errors or to reallocate ownership interests among units owned by Declarant. Thereafter, amendment of Appendix B requires the consent of owners representing at least 67 percent of the ownership interests, including the owner of every unit whose allocated interest would be changed by the amendment.

4.2. COMMON ELEMENTS. The common elements of the Property consist of all of the Property, save and except the units. All common elements that are not expressly limited to one or more, but fewer than all the units, are general common elements.

4.2.1. Ownership & Maintenance. The designation of common elements is determined by this Declaration. Declarant may install, construct, or authorize certain improvements on common elements in connection with the original construction of the Property, and the cost thereof is not a common expense of the Association. Thereafter, all costs attributable to common elements, including maintenance, insurance, and enhancements, are automatically the responsibility of the Association, unless this Declaration elsewhere provides for a different allocation for a specific common element.

4.2.2. Acceptance. By accepting an interest in or title to a unit, each owner is deemed (1) to accept the common elements of the Property, and any improvement thereon, in its then-existing condition; (2) to acknowledge the authority of the Association, acting through its board of directors, for all decisions pertaining to the common elements; (3) to acknowledge that transfer of a common element's title (if any) to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (4) to acknowledge the continuity of maintenance of the common elements, regardless of changes in the Association's board of directors or management.

4.2.3. Association's Right to Reserve, Regulate & License. As a limitation on the owners' right and easement of enjoyment over the general common elements, the Association may reserve, condition, and regulate the use and appearance of each and every general common element in a manner that is consistent with the nature of the element. For example, the Association may reserve designated parking spaces for use by visitors only.

4.3. LIMITED COMMON ELEMENTS.

4.3.1. Assignments by Declarant. The assignment of parking spaces and storage spaces may be made in connection with Declarant's sale of individual units on a unit-by-unit basis. When Declarant completes the sale of units or the assignments of parking and storage spaces, whichever occurs first, Declarant will publicly record the designations as amended and restated appendixes to this Declaration. This Article may not be construed to prevent Declarant from assigning parking and/or storage spaces to individual units as limited common elements by means of unit deeds, on a unit-by-unit basis. In case of conflict between an assignment in a unit deed and an assignment in this Declaration or an amendment hereto, the instrument that is publicly recorded first will control.

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4.3.2. Subsequent Assignment of Limited Common Elements. A common element not assigned by Declarant or by this Declaration as a limited common element may be so assigned only pursuant to the provisions of this Article. On termination of the Development Period, Declarant may not thereafter exercise the right of assignment. Parking and storage spaces that have not been assigned by Declarant at the termination of the Development Period are general common elements, the use of which may be regulated by the Association.

4.3.3. Reallocation of Limited Common Elements. A limited common element may not be reassigned from one unit to another, except by amendment of this Declaration. An amendment of reallocation requires the approval of all owners and mortgagees of units whose interests are to be allocated or reallocated. The parties executing the amendment will provide an executed copy of the amendment to the Association, which will record it, provided that the amendment complies with the provisions of this Declaration and the Act. The amendment must contain words of conveyance and must be recorded and indexed in the names of the parties and the Property. The amendment will specify to which unit or units the limited common element is allocated. The parties executing the amendment are responsible for the preparation of the amendment and will reimburse the Association for its reasonable attorneys' fees in connection with review and recording of the amendment.

4.4. PENTHOUSE TERRACES. The roof terraces as originally constructed and replacements thereof are part of the **unit ownership** as components of the third floor penthouses to which attached. The terrace portion of a penthouse must at all times be "open air" and may not be fully enclosed, permanently roofed, weatherproofed, air conditioned, or heated. Each terrace has an emergency exit to the roof that may not be used for any purpose other than emergencies. Except for emergency exit, penthouse owners have no right to use the surface of the roof. Mindful that a roof is beneath the terrace floor, penthouse owners may not make any penetrations of the roof. Penthouse owners are liable for any damage to the building's roof or the units below caused by the use or misuse of the terrace, such as damage from the weight of terrace improvements or from inadequate drainage of water. The improvement, appearance, and use of terraces are subject to rules adopted by the Association for the protection of the common elements.

4.5. METAL BALCONIES. All decorative metal balconies in the Property are **general common elements**, notwithstanding the fact that the balcony can be accessed most easily via the unit to which it is attached. Nothing in this Declaration may be construed to interfere with the Association's sole and exclusive dominion and control over the metal balconies on the Property. No metal balcony is part of a unit's ownership nor is it a limited common element of the unit.

4.6. FENCED PATIOS. Whether or not shown on the Plats and Plans, the area within a fenced and gated private patio that is appurtenant to a ground floor unit is a **limited common element** of the unit, subject to the Association's regulation of the patio's use and appearance. Because the patio areas are highly visible and significant architectural elements of the Property, the Association has the right to regulate every aspect of their use, appearance, and maintenance, including, without limitation, decorations, furniture, plants and planters. As a limited common element, the patio consists of a surface use and air space only, and does not include (1) any part of the construction of the patio area, (2) permanent plant material rooted in the ground, or (3) any portion of the Association's irrigation system, which are general common elements over which the Association has exclusive control.

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4.7. PARKING SPACES. As shown on the Plats and Plans attached to this Declaration as Appendix D, parking spaces in the garage of each building are consecutively numbered without correlation to unit numbers. Two parking spaces in the garage of the building in which the unit is located will be assigned to the unit as **limited common elements**. As a limited common element, the parking space consists of a surface use and air space, and does not include any part of the construction of the garage floor, walls, or ceiling. If not assigned as limited common elements, the parking spaces are general common elements. The assigned parking spaces may not be conveyed separately from the unit to which the spaces are allocated, except with the prior written consent of the Association in addition to the consents of the grantor and grantee owners. At all times, each unit must have two parking spaces as limited common elements of the unit.

4.8. STORAGE SPACES. As shown on the Plats and Plans attached to this Declaration as Appendix D, the garage levels of the buildings contain a small number of storage spaces. A storage space assigned by Declarant may not be conveyed separately from the unit to which the storage space is assigned, except (1) to another unit in the Property, and (2) with the prior written consent of the Association in addition to the consents of the grantor and grantee owners. A storage space assigned to a unit pursuant to this Section is a **limited common element** of the unit. If not assigned as a limited common element, a storage space is a general common element which the Association may use, or lease or license to residents from time to time. This Section may not be construed to create a duty for Declarant or the Association to create storage spaces for use by residents.

4.9. BUILDING FEATURES. All interior common elements of a building, such as the building's garage, hallways, stairwells, elevators, trash chutes, mailboxes, and points of entry and exit are **limited common elements** appurtenant - collectively - to the units in that building. The exception to this general assignment is a common element that is obviously intended to be available to persons other than residents of the building, such as Common Area "A" in Building 6625, which is a general common element. The proximity of a building's common element to a unit does not convey any rights over the common element to the nearby unit.

4.10. ALLOCATION OF INTERESTS. The table showing the identifying number and allocated interests of each unit is attached as Appendix B. The same formulas are to be used in reallocating interests if units are added to the Property. The date on which the amendment creating additional units is recorded in the Real Property Records of Dallas County, Texas, is the effective date for assigning allocated interests to those units. The interests allocated to each unit are calculated by the following formulas.

4.10.1. Common Element Interests. The percentage of undivided interest in the common elements allocated to each unit is based on estimated square footage of architectural drawings for each unit, compared to the total estimated square footage for all units in the Property. Percentages may be rounded up or down to facilitate calculations. Also, units of the same size may have allocations that differ slightly to facilitate the calculation of 100 percent.

4.10.2. Common Expense Liabilities. The percentage of liability for common expenses allocated to each unit is based on the same formula for common element interests.

4.10.3. Votes. Each unit has one vote, the weight of which is based on the same formula for common element interests. In other words, each vote is weighted in accordance with the unit's common element interest.

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ARTICLE 5
COVENANT FOR ASSESSMENTS

5.1. PURPOSE OF ASSESSMENTS. The Association will use assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of owners and residents, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the board's decision with respect to the use of assessments is final.

5.2. PERSONAL OBLIGATION. An owner is obligated to pay assessments levied by the board against the owner or his unit. Payments are made to the Association at its principal office or at any other place the board directs. Payments must be made in full regardless of whether an owner has a dispute with the Association, another owner, or any other person or entity regarding any matter to which this Declaration pertains. No owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the common elements or common services, or by abandonment of his unit. An owner's obligation is not subject to offset by the owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the owner and a continuing covenant running with the unit.

5.3. CONTROL FOR ASSESSMENT INCREASES. This Section of the Declaration may not be amended without the approval of owners representing at least 67 percent of the votes in the Association. In addition to other rights granted to owners by this Declaration, owners have the following powers and controls over the Association's budget. At least 30 days prior to the effective date of a special assessment or increase in regular assessments, the board will notify an owner of each unit of the amount of, the budgetary basis for, and the effective date of the special assessment or increase. The special assessment or increase will automatically become effective unless owners representing at least a majority of the votes in the Association disapprove the special assessment or increase by petition or at a meeting of the Association. In that event, the last-approved budget will continue in effect until a revised budget is approved by the board.

IF YOU OWN A DREXEL PARK HOLLOW UNIT, YOU MUST PAY ASSESSMENTS TO THE ASSOCIATION.

5.4. TYPES OF ASSESSMENTS. There are 5 types of Assessments: Regular, Special, Utility, Individual, and Deficiency.

5.5. REGULAR ASSESSMENTS.

5.5.1. Purpose of Regular Assessments. Regular assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

a. Maintenance, repair, and replacement, as necessary, of the common elements, and improvements, equipment, signage, and property owned by the Association.

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b. Utilities billed to the Association.

c. Services obtained by the Association and available to all units.

d. Taxes on property owned by the Association and the Association's income taxes.

e. Management, legal, accounting, auditing, and professional fees for services to the Association.

f. Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.

g. Insurance premiums and deductibles.

h. Contributions to the reserve funds.

i. Any other expense which the Association is required by law or the Governing Documents to pay, or which in the opinion of the board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Governing Documents.

5.5.2. Annual Budget. The board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and common expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The board will make the budget or its summary available to an owner of each unit, although failure to receive a budget or summary does not affect an owner's liability for assessments. The board will provide copies of the detailed budget to owners who make written request and pay a reasonable copy charge.

5.5.3. Basis of Regular Assessments. Regular assessments will be based on the annual budget, minus estimated income from sources other than regular assessments. Each unit will be liable for its allocated share of the annual budget. If the board does not approve an annual budget or fails to determine new regular assessments for any year, or delays in doing so, owners will continue to pay the regular assessment as last determined.

5.5.4. Supplemental Increases. If during the course of a year the board determines that regular assessments are insufficient to cover the estimated common expenses for the remainder of the year, the board may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

5.6. SPECIAL ASSESSMENTS. In addition to regular assessments and utility assessments, and subject to the owners' control for assessment increases, the board may levy one or more special assessments against all units for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special assessments do not require the approval of the owners, except that special assessments for the following purposes must be approved by at least a majority of the votes in the Association: (1) acquisition of real property, (2) construction of additional improvements to the Property -- not repair or replacement of existing

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improvements, and (3) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

5.7. UTILITY ASSESSMENTS. This Section applies to utilities serving the individual units and consumed by the residents, which are billed to the Association by the utility provider, and which may or may not be submetered by or through the Association. In addition to regular assessments, the board may levy a utility assessment against each unit. If submetering services and equipment are available, affordable, and reliable, the units may be submetered for the utility. In that event, the Association (or its contractor) will charge each unit for its sub-metered portion of the bill based on the unit's individual consumption, plus a percentage of the common area consumption, plus a servicing or administrative fee. If submetering proves to be unreliable, the Association may recharacterize and re-assess utility charges that have already been assessed and paid in order to more fairly distribute the expense. If submetering is not available, affordable, or reliable, the Association may add the cost of the utility to the Association's budget. The Association may then allocate the utility charges among the units by any conventional method for similar types of properties, or based on the unit's percentage of liability for common expenses. The allocation may include a share of the utilities for the common elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility services. The Association may, from time to time, change the method allocation, provided the same method or combination of methods per utility is used for all units.

5.8. INDIVIDUAL ASSESSMENTS. In addition to regular, utility, and special assessments, the board may levy an individual assessment against a unit and its owner. Individual assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or his unit into compliance with the Governing Documents; fines for violations of the Governing Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the units, which may be assessed according to benefit received; fees or charges levied against the Association on a per-unit basis; and "pass through" expenses for services to units provided through the Association and which are equitably paid by each unit according to benefit received.

5.9. DEFICIENCY ASSESSMENTS. The board may levy a Deficiency Assessment against all units for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient.

5.10. DUE DATE. Regular assessments are due on the first calendar day of each month, and are delinquent if not received by the Association on or before the first day of the month. Special and individual assessments are due on the date stated in the notice of assessment or, if no date is stated, within 10 days after notice of the special or individual assessment is given.

5.11. RESERVE FUNDS. The Association's reserve funds are not intended to cover unforeseeable expenses or every foreseeable future expense. They are intended to reduce the amount or frequency of special assessments and dramatic increases in regular assessments.

5.11.1. Required Reserves. The Association will establish, maintain, and accumulate reserves for operations and for anticipated major repairs or periodic replacement of significant

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improvements to the common elements, to be used as needed. During the early years of the Property, when major components of the common elements are new and unlikely to require replacement, the reserve accounts are not expected to be fully funded.

5.11.2. Discretionary Reserves. In addition to reserves for replacement and repair of common elements, the board may create as many types of reserve accounts as it desires, such as the following types of reserves.

a. Operations Reserves at a level determined by the board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies.

b. Deductible Reserves at a level determined by the board to be sufficient to cover the full amount of deductibles on insurance policies maintained by the Association.

5.11.3. Owners Contribute. The reserve accounts are funded by monies paid by owners other than Declarant. Owners' contributions may be in the form of initial contributions at time of purchase, special assessments, and/or set-asides from regular assessments.

5.11.4. Replacement Reserve Study & Schedule. At the end of the Declarant Control Period, and periodically thereafter, the board elected by the owners will adopt a replacement reserve schedule as the basis for the Association's reserve accounts. The replacement reserve schedule may be based on a replacement reserve study prepared by the Association's manager, by the board, or by a third party. The board will use the replacement reserve study to determine which common elements and repairs are to be covered by the replacement reserve schedule, and which are to be addressed as routine maintenance within the annual operating budget. The board will also determine:

a. What percentage or portions of the replacement reserve schedule to fund on an ongoing basis, and which to fund by special assessment or an increase in the regular assessment at the time work is performed

b. Whether to levy a special assessment to establish, increase, or replenish the reserve accounts.

c. Whether to dedicate some or all of the reserve funds to specific uses.

5.11.5. Adequacy of Reserve Fund. A reserve fund is deemed to be adequate if (1) the fund identifies at least the major components of the common elements, estimates the remaining useful life of each major component, and estimates the cost of repairing or replacing each major component using current costs (without cost of living or inflation factors), and (2) there is a schedule for infusing the fund with monetary contributions from owners, even if years or decades are required to reach full funding.

5.11.6. Declarant Does Not Contribute. Declarant has no duty to contribute to the Association's reserve accounts. If the Declarant-controlled Association does not collect initial reserve contributions from owners at time of purchase, after the Declarant Control Period, the Association will levy a special assessment to establish initial reserve accounts, and will thereafter collect initial reserve contributions in connections with transfers of title.

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5.12. DECLARANT'S RIGHT TO INSPECT & CORRECT ACCOUNTS. For a period of 5 years after termination of the Declarant Control Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association's financial books, records, and accounts from the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. By way of illustration but not limitation, Declarant may find it necessary to recharacterize an expense or payment to conform to Declarant's obligations under the Governing Documents or applicable State law. This Section may not be construed to create a duty for Declarant or a right for the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each owner, by accepting an interest in or title to a unit, hereby grants to Declarant a right of access to the Association's books, records, and accounts that is independent of Declarant's rights during the Declarant Control and Development Periods, for the limited purpose of this Section and only to the extent necessary to enable Declarant to exercise its rights under this Section.

5.13. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of owners representing at least a majority of the votes in the Association and the ability of the Association to repay the borrowed funds from assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the owners hereunder.

5.14. LIMITATIONS OF INTEREST. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Governing Documents or any other document or agreement executed or made in connection with the Association's collection of assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the owner if those assessments are paid in full.

5.15. HOA SALE FEES. This Section addresses the expenses, fees, charges, and contributions (hereafter, collectively, the "**HOA Sale Fees**") that are charged by the Association or its manager, and that arise at the time of a home's sale or purchase. As used in this Section, "HOA Sale Fees" does not include a buyer's prepaid and/or pro-rata assessments. HOA Sale Fees are not refundable by the Association or the Association's manager, and may not be regarded as a prepayment of or credit against assessments. HOA Sale Fees generally fall into two types of categories - budget enhancing fees, such as contributions to the reserve or operating funds of the Association, and administrative fees, such as fees for resale certificates, estoppel certificates, copies of Governing Documents, compliance inspections, ownership record changes, and priority processing.

5.15.1. Notice of HOA Sale Fees. The Association will publicly record a Notice of HOA Sale Fees. The initial Notice will be recorded with the Community Manual or the Condominium Management Certificate. The Notice as amended or restated may be recorded independently of the Community Manual or Condominium Management Certificate.

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5.15.2. Manager's Fees. HOA Sale Fees may be charged by the Association's manager, managing director, or managing agent (collectively, "**manager**"), pursuant to a contract between the Association and the manager, and provided there is no duplication of fees by type or amount with fees charged by the Association. This Article does not obligate the manager to levy HOA Sale Fees. The number, types, and amounts of HOA Sale Fees charged by a manager (1) must have the prior written approval of the board, (2) are not subject to the Association's assessment lien, (3) should not exceed what is customary in amount, kind, and number for the local marketplace, and (4) are not payable by the Association unless the management contract so stipulates.

5.15.3. Amendment of Notice. Although the initial Notice of HOA Sale Fees is recorded as an appendix of this Declaration, the Notice is not subject to the amendment requirements of this Declaration. After the Development Period, the board, without a vote of the owners, may amend the Notice of HOA Sale Fees for the following two purposes: (1) to change a stated amount or formula for an HOA Sale Fee, or (2) to conform the Notice of HOA Sale Fees with applicable law regarding HOA Sale Fees. Any other amendment of the Notice requires the approval of owners of two-thirds of the units represented at a meeting of the Association at which a quorum is present, provided notice of the proposed amendment is given with the notice of meeting. During the Development Period, the Notice of HOA Sale Fees may be amended by Declarant only.

5.15.4. Effective. To be effective, an amendment or restatement of the Notice of HOA Sale Fees by the owners or by the board must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, the recording data of this Declaration, and the recording data of the most recent previously recorded Notice of HOA Sale Fees, (2) signed and acknowledged by Declarant during the Development Period, and thereafter by an officer of the Association, certifying the requisite approval of owners or directors, and (3) recorded in the Real Property Records of Dallas County, Texas.

5.15.5. Applicability. If the amended or restated Notice of HOA Sale Fees results in an overall reduction of HOA Sale Fees for a conveyance that is pending at the time of the amendment, the lower rate is effective immediately for any closing that occurs after the date the amendment is publicly recorded. If the amended or restated Notice of HOA Sale Fees results in an overall increase of HOA Sale Fees for the unit being conveyed, the increased amount is not effective until the 90th day after the date on which the amended or restated Notice of HOA Sale Fees is publicly recorded.

5.15.6. Distribution. Within 60 days after the amended or restated Notice of HOA Sale Fees is publicly recorded, a copy or report of, or electronic link to, the recorded amended Notice of HOA Sale Fees must be delivered or made available to an owner of each unit.

ARTICLE 6
ASSESSMENT LIEN

6.1. ASSESSMENT LIEN. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay assessments to the Association. Each assessment is a charge on the unit and is secured by a continuing lien on the unit. Each owner, and each prospective owner, is placed on notice that his title may be subject to the continuing lien for assessments attributable to a period prior to the date he purchased his unit.

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6.2. SUPERIORITY OF ASSESSMENT LIEN. The assessment lien is superior to all other liens and encumbrances on a unit, except only for (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a deed of trust or vendor's lien recorded before this Declaration, (3) a recorded deed of trust lien securing a loan for construction of the original unit, and (4) a purchase money vendor's lien or purchase money deed of trust lien recorded before the date on which the delinquent assessment became due. The assessment lien is superior to a lien for construction of improvements to the unit, regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the unit, unless the assignment is part of a superior deed of trust lien. The assessment lien is subordinate and inferior to a recorded deed of trust lien that secures a purchase money mortgage.

6.3. EFFECT OF MORTGAGEE'S FORECLOSURE. Foreclosure of a superior lien extinguishes the Association's claim against the unit for unpaid assessments that became due before the sale, but does not extinguish the Association's claim against the former owner, and does not extinguish the Association's lien for assessments that become due after the sale. The purchaser at the foreclosure sale of a superior lien is liable for assessments coming due from and after the date of the sale, and for the owner's pro rata share of the pre-foreclosure deficiency as a common expense.

6.4. NOTICE AND RELEASE OF NOTICE. The Association's lien for assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be recorded in the Real Property Records of Dallas County, Texas. If the debt is cured after a notice has been recorded, the Association will record a release of the notice at the expense of the curing owner. The Association may require reimbursement of its costs of preparing and recording the notice before granting the release.

Yes, the HOA *can* foreclose!
If you fail to pay assessments to the Association, you may lose title to your home if the Association forecloses its assessment lien against your unit.

6.5. POWER OF SALE. By accepting an interest in or title to a unit, each owner grants to the Association a private power of nonjudicial sale in connection with the Association's assessment lien. The board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a board meeting.

6.6. FORECLOSURE OF LIEN. The assessment lien may be enforced by judicial or nonjudicial foreclosure. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the unit at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

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ARTICLE 7
EFFECT OF NONPAYMENT OF ASSESSMENTS

An assessment is delinquent if the Association does not receive payment in full by the assessment's due date. The Association, acting through the board, is responsible for taking action to collect delinquent assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the board nor the Association, however, is liable to an owner or other person for its failure or inability to collect or attempt to collect an assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has.

7.1. INTEREST. Delinquent assessments are subject to interest from the due date until paid, at a rate to be determined by the board from time to time, not to exceed the lesser of 18 percent per annum or the maximum permitted by law. If the board fails to establish a rate, the rate is 10 percent per annum.

7.2. LATE FEES. Delinquent assessments are subject to reasonable late fees, at a rate to be determined by the board from time to time.

7.3. COLLECTION EXPENSES. The owner of a unit against which assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent assessments, including attorneys fees and processing fees charged by the manager.

7.4. ACCELERATION. If an owner defaults in paying an assessment that is payable in installments, the Association may accelerate the remaining installments on 10 days' written notice to the defaulting owner. The entire unpaid balance of the assessment becomes due on the date stated in the notice.

7.5. SUSPENSION OF USE AND VOTE. If an owner's account has been delinquent for at least 30 days, the Association may suspend the right of the owner and the residents of the owner's unit to use common elements and common services during the period of delinquency. Services include master-metered or sub-metered utilities serving the unit. The Association may not suspend an owner or resident's right of access to the unit. Subject to the below-described limitations, the Association may also suspend the owner's right to vote appurtenant to the unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the owner's obligation to pay assessments. When the Association suspends a member's right to vote, the suspended member may nevertheless participate as a member for the following activities: (1) be counted towards a quorum, (2) attend meetings of the Association, (3) participate in discussion at Association meetings, (4) be counted as a petitioner for a special meeting of the Association, and (5) vote to remove a director, and for the replacement of the removed director. If the number of suspended members exceeds 20 percent of the total members (co-owners of a unit constituting one member), all members are eligible to vote. These limitations are imposed to prevent a board from disenfranchising a large segment of the membership and to preserve the membership's right to remove and replace directors.

7.6. ASSIGNMENT OF RENTS. Every owner hereby grants to the Association a continuing assignment of rents to secure the payment of assessments to the Association. If a unit's account becomes delinquent during a period in which the unit is leased, the Association may direct the tenant

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to deliver rent to the Association for application to the delinquent account, provided the Association gives the owner notice of the delinquency, a reasonable opportunity to cure the debt, and notice of the owner's right to a hearing before the board. The Association must account for all monies received from a tenant and must remit to the owner any rents received in excess of the past-due amount. A tenant's delivery of rent to the Association under the authority hereby granted is not a breach of the tenant's lease with the owner and does not subject the tenant to penalties from the owner.

7.7. MONEY JUDGMENT. The Association may file suit seeking a money judgment against an owner delinquent in the payment of assessments, without foreclosing or waiving the Association lien for assessments.

7.8. NOTICE TO MORTGAGEE. The Association may notify and communicate with any holder of a lien against a unit regarding the owner's default in payment of assessments.

7.9. APPLICATION OF PAYMENTS. The Association may adopt and amend policies regarding the application of payments. After the Association notifies the owner of a delinquency, any payment received by the Association may be applied in the following order: individual assessments, special assessments, and (lastly) regular assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Association's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the unit's account.

ARTICLE 8
MAINTENANCE AND REPAIR OBLIGATIONS

8.1. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, all general and limited common elements. The Association also maintains, as a common expense, any component of a unit delegated to the Association by this Declaration.

8.2. OWNER RESPONSIBILITY. Every owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

a. To maintain, repair, and replace his unit.

b. The routine cleaning of any common element balcony outside his unit.

c. To keep the limited common elements appurtenant to his unit in a neat, clean, odorless, orderly, and attractive condition.

d. To maintain, repair, and replace all portions of the Property for which he is responsible under this Declaration or by agreement with the Association.

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e. To not do any work or to fail to do any work which, in the reasonable opinion of the board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.

f. To be responsible for his own willful or negligent acts and those of his or the resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of common elements or the property of another owner.

8.3. SHEETROCK. Notwithstanding anything to the contrary in the Governing Documents, the Association is not responsible for the repair and replacement of sheetrock in any unit, or for any surface treatments on the sheetrock, regardless of the source of damage and the availability of insurance. This provision is provided for the benefit of the Association and is warranted by the difficulty of scheduling interior sheetrock work and the possibility that the owner may not be satisfied with the quality or appearance of spot repairs. In insuring the units, the Association insures the sheetrock in a unit against certain occurrences. If the Association receives insurance proceeds for sheetrock damage to a unit and chooses to not perform the repairs, the owner of the damaged unit is entitled to the proceeds in exchange for identification of the damage and a release from future claims for the same damage.

FACT: CONCRETE CRACKS

8.4. CONCRETE. Minor cracks in poured concrete, such as foundations, garage floors, floors between each level of a building, sidewalks, driveways, and patio slabs, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of the building. Such minor cracking in poured concrete may not warrant repair.

8.5. MOLD. In the era in which this Declaration is written, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. Because many insurance policies do not cover damages related to mold, owners should be proactive in identifying and removing visible surface mold, and in identifying and repairing sources of water leaks in and around the unit. To discourage mold in his unit, each resident should maintain an inside humidity level under 60 percent. For more information about mold, the owner should consult a reliable source, such as the U. S. Environmental Protection Agency.

8.6. BALCONIES. Except for routine cleaning, which is the owner's responsibility, the Association is responsible for the maintenance, repair, and replacement of balconies that are outside and adjacent to a unit. If these outside components are most easily accessed through the unit, the owner will cooperate in providing access to the outside components for the Association's agents and contractors. If requested by the Association, the owner will remove all personal property from the adjacent outside components to facilitate the required maintenance, repair, or replacement. The owner is liable to the Association for any additional expense incurred by the Association due to an owner's failure or refusal to cooperate with reasonable requests for access or removal.

8.7. WARRANTY CLAIMS. If the owner is the beneficiary of a warranty against major structural defects of any portion of the Property that is the responsibility of the Association to maintain, the owner may NOT appoint the Association or its officers and directors as his

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attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to that component of the Property. This prohibition is warranted by the possibility that the Association may become a party to this dispute because of its duty to maintain the Property.

8.8. OWNER'S DEFAULT IN MAINTENANCE. If the board determines that an owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the owner is responsible, the board may give the owner written notice of the Association's intent to provide the necessary maintenance at owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at owner's expense, which is an individual assessment against the owner and his unit. In case of an emergency, however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property, the cost of the action being the owner's expense.

8.9. DISPUTES. If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by delegating responsibility to the individual owners. Unit maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of Association responsibility. It is the intent of this Article that all components and areas not expressly delegated to the Association are the responsibility of the individual owners.

ARTICLE 9
ARCHITECTURAL COVENANTS AND CONTROL

9.1. PURPOSE. Because the units are part of a single, unified community, the Association has the right to regulate the exterior design, use, and appearance of the units and common elements in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements to the Property, including replacements or modifications of original construction or installation. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

9.2. EXERCISE OF ARCHITECTURAL CONTROL. During the Development Period, Declarant or its delegatee is the sole architectural authority for the Property, pursuant to the architectural control provisions in Appendix F. After the Development Period, the board or a committee appointed by the board exercises architectural control over the Property. Whomever exercises architectural control pursuant to this Declaration is hereafter referred to as the "**Architectural Reviewer**."

9.3. LIMITS ON LIABILITY. The Architectural Reviewer has sole discretion with respect to taste, design, and all standards specified by this Article. The Architectural Reviewer and each of its members has no liability for decisions made in good faith by the Architectural Reviewer, and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer, (2) supervising construction for the owner's compliance with approved plans and specifications, or (3) the

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compliance of the owner's plans and specifications with city codes and ordinances, State and federal laws. Approval of a modification or improvement by the Architectural Reviewer may not be deemed to constitute a waiver of the Architectural Reviewer's right to withhold approval of similar proposals, plans, or specifications that are subsequently submitted.

DON'T MAKE CHANGES *(no matter how pretty)* TO THE PROPERTY UNLESS YOU HAVE WRITTEN ARCHITECTURAL APPROVAL

9.4. PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT. Without the Architectural Reviewer's prior written approval, a person may not commence or continue any construction, alteration, addition, improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction and property use that may adversely affect the general value or appearance of the Property.

9.5. ARCHITECTURAL APPROVAL. To request architectural approval, an owner must make written application and submit to the Architectural Reviewer TWO identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the owner may but is not required to submit letters of support or non-opposition from owners of units that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Reviewer will return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "More Information Required." The Architectural Reviewer may retain the other set of plans and specifications, together with the application, for the Association's files. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction and property use that may alter or adversely affect the value, use, or appearance of the Property.

9.5.1. No Verbal Approval. Verbal approval by the Architectural Reviewer, the Declarant, an Association director or officer, or the Association's manager does not constitute architectural approval by the Architectural Reviewer, which must be in writing.

9.5.2. No Deemed Approval. The failure of the Architectural Reviewer to respond to an application may not be construed as approval of the application. **Under no circumstance may approval of the Architectural Reviewer or of the Association be deemed, implied, or presumed.**

If you don't get an "OK" in writing, you can't do it. Sorry.

9.5.3. No Approval Required. Approval is not required for an owner to remodel or repaint the interior of a unit, provided the work (1) does not impair the structural soundness of the building, (2) is not visible from the street, another unit, or a common element, and (3) does not adversely affect the common elements or another unit.

9.5.4. Building Permit. If the application is for work that requires a building permit from a governmental body, approval by the Architectural Reviewer is conditioned on the

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issuance of the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, governmental approval does not ensure approval by the Architectural Reviewer.

9.5.5. Neighbor Input. The Architectural Reviewer may solicit comments on the application, including from owners or residents of units that may be affected by the proposed change, or from which the proposed change may be visible. Whether to solicit comments, from whom to solicit comments, and whether to make the comments available to the applicant is solely at the discretion of the Architectural Reviewer. The Architectural Reviewer is not required to respond to the commenters in ruling on the application.

9.5.6. Declarant Approved. Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Reviewer.

9.6. OWNER'S DUTIES. If the Architectural Reviewer approves an owner's application, the owner may proceed with the improvement, provided:

a. The owner must adhere strictly to the plans and specifications which accompanied his application.

b. The owner must initiate and complete the improvement in a timely manner.

c. If the approved application is for work that requires a building permit from the city, the owner must obtain the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the city's requirements. Alternatively, approval by the city does not ensure approval by the Architectural Reviewer.

9.7. CONTROL FOR VARIANCES. This Section of the Declaration may not be amended without the approval of owners of at least 75 percent of the units. If the Architectural Reviewer is considering approval of an application that seeks a variance or which, in the Architectural Reviewer's opinion, would constitute a variance of the Property's established standards, the Architectural Reviewer will so notify the board which, in turn, must notify an owner of each unit of the nature of the proposed variance at least 20 days before the Architectural Reviewer approves the application. The Architectural Reviewer may approve the variance unless owners of at least a majority of the units disapprove the proposed variance by petition or at a meeting of the Association.

ARTICLE 10
USE RESTRICTIONS

10.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to Rules adopted pursuant to this Article. The board or the Architectural Reviewer, as the case may be, may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the Association's right to deny a variance in other circumstances.

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10.2. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through the board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The right to make rules, or to regulate, includes the right to prohibit or to restrict.

10.3. SUBJECTIVE STANDARDS. Standards for some rules and restrictions are inherently subjective, such as what is unattractive or offensive. The Association is not required to honor every resident's individual tolerances. On lifestyle-related rules, the Association may refrain from acting on a perceived violation unless the board determines the violation to be significant or a community-wide problem. The Association may not be compelled by one resident to enforce rules and restrictions against another resident. Residents are expected to deal directly and peaceably with each other about their differences.

10.4. RULES AND REGULATIONS. In addition to the restrictions contained in this Article, each unit is owned and occupied subject to the right of the board to establish Rules, and penalties for infractions thereof, governing:

a. Use of common elements, including balconies.
b. Hazardous, illegal, or annoying materials or activities on the Property.
c. The use of Property-wide services provided through the Association.
d. The consumption of utilities billed to the Association.
e. The use, maintenance, and appearance of anything visible from the street, common elements, or other units.
f. Landscaping and maintenance of the grounds.
g. The occupancy and leasing of units.
h. Animals.
i. Vehicles.
j. Disposition of trash and control of vermin, termites, and pests.
k. Anything that interferes with maintenance of the Property, operation of the Association, administration of the Governing Documents, or the quality of life for residents.

Yes, there are lots of Rules!
EVERY RESIDENT OF DREXEL PARK HOLLOW
IS EXPECTED TO COMPLY WITH THESE RULES AND WITH
PUBLISHED RULES ADOPTED BY THE BOARD OF DIRECTORS.

10.5. AGES OF RESIDENTS. No person under the age of 18 years may occupy a unit unless he lives with a resident who is his spouse, parent, legal guardian, or a designee of his parent or legal guardian. Upon request by the Association, an owner must provide satisfactory proof of the ages and relationships of the occupants of his unit.

10.6 ANIMALS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for food or for any commercial purpose. Customary domesticated household pets may be kept subject to the Rules. The board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the Rules fail to establish animal occupancy quotas, no more than 2 dogs, or 2 cats, or one dog and one cat, may be maintained in each unit. Permission to maintain other types or additional

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numbers of household pets must be obtained in writing from the board. The board may require or effect the removal of any animal determined to be in violation the Rules.

10.7. ANNOYANCE. No unit or limited common element may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents; (4) may result in the cancellation of insurance on any portion of the Property, or (5) will violate any law. The board has the sole authority to determine what constitutes an annoyance.

VOLUME CONTROL
Although music is a universal language,
no one type or volume of music is universally loved
- not even your favorite music, as wonderful as it is.
Please be mindful of your neighbors' needs for quiet time at home.

10.8. APPEARANCE. Both the exterior and interior of the units must be maintained in a manner so as not to be unsightly when viewed from the street, common elements, or neighboring units. The board will be the arbitrator of acceptable appearance standards.

10.9. BALCONY USE. Because Drexel Park Hollow's balconies are significant general common elements of the Property, the Association has the right to regulate every aspect of their use, appearance, and maintenance. Without the prior written approval of the board, no person may place, hang, or install any item on, to, or from the balcony.

10.10. DECLARANT PRIVILEGES. In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other owners and residents, as provided in Appendix F of this Declaration. Declarant's exercise of a Development Period right that appears to violate a rule or a use restriction of this Article does not constitute waiver or abandonment of the restriction by the Association.

10.11. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the board.

10.12. DRIVEWAYS. Sidewalks, driveways, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access.

10.13. FIRE SAFETY. No person may use, misuse, cover, disconnect, tamper with, or modify the fire and safety equipment of the Property, including the sprinkler heads and water lines in and above the ceilings of the unit, or interfere with the maintenance and/or testing of same by persons authorized by the Association or by public officials.

10.14. FIREPLACES. Each home in Drexel Park Hollow has at least one fireplace. All of the Drexel Park Hollow fireplaces use artificial gas logs, and none may be used for burning wood or paper products. Residents are advised to review the manufacturer's instructions for proper usage of the fireplace.

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10.15. LANDSCAPING. No person may perform landscaping, planting, or gardening anywhere upon the Property, without the board's prior written authorization.

10.16. NOISE & ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring units. The Rules may limit, discourage, or prohibit the use of noise-producing activities and items in the units and on the common elements, such as security devices and windchimes.

> ***NOT SOUNDPROOFED***
> Although the units are constructed to reduce the transmission of sound between adjoining units, the units are not soundproofed. Some noise transmission between adjoining units is possible.

10.17. OCCUPANCY. The board may adopt Rules regarding the occupancy of units. If the Rules fail to establish occupancy standards, no more than 2 persons per bedroom may occupy a unit, subject to the exception for familial status. The Association's occupancy standard for residents who qualify for familial status protection under the fair housing laws may not be more restrictive than the minimum *(i.e., the fewest people per unit)* permitted by the U. S. Department of Housing and Urban Development. A person may not occupy a unit if the person constitutes a direct threat to the health or safety of other persons, or if the person's occupancy would result in substantial physical damage to the property of others.

10.18. RESIDENTIAL USE. The use of a unit is limited exclusively to residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit a resident from using the unit for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the unit as a dwelling, (2) the uses conform to applicable governmental ordinances, (3) there is no external evidence of the uses, (4) the uses do not entail visits to the unit by employees or the public, and (5) the uses do not interfere with residents' use and enjoyment of neighboring units.

10.19. SIGNS. No signs, including signs advertising the units for sale or lease, or unsightly objects may be erected, placed, or permitted to remain on the Property or to be visible from windows in the units without written authorization of the board. The board's authorization may specify the location, nature, dimensions, number, and time period of any advertising sign. As used in this Section, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Association may effect the immediate removal of any sign or object that violates this Section or which the board deems inconsistent with Property standards without liability for trespass or any other liability connected with the removal.

10.20. SPECIFIC USES. A common element that has a specific use may not be used for any other purpose without the prior written consent of the board. In particular, sidewalks, hallways, stairwells, elevators, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of pedestrian access. Also, driveways may not be used for any purpose that interferes with their ongoing use as routes of vehicular access.

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10.21. STRUCTURAL INTEGRITY. No person may directly or indirectly impair the structural soundness or integrity of a building or another unit, nor do any work or modification that will impair an easement or real property right.

10.22. TELEVISION. No owner has exclusive use of any portion of the exterior of the Property, including the balcony attached to his unit. Except for television receiving equipment (1) installed by the Association for the benefit of residents or (2) installed by owners on the roof with the prior written permission of the Association, no antenna or satellite dish is allowed anywhere on the common elements, including without limitation the roof, exterior walls, and balcony railings.

10.23. VEHICLE RESTRICTIONS. All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section and any rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The board may prohibit any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. The board may prohibit sales, storage, washing, repairs, or restorations of vehicles on the Property. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. The Association may effect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.

10.24. WINDOW TREATMENTS. Drexel Park Hollow is designed to have a uniform window appearance. Therefore, the color and condition of all windows panes, window screens, and window treatments must conform to the building standard. All window treatments within the unit, that are visible from the street or another unit, must be maintained in good condition and must not detract from the appearance of the Property. The board may require an owner to change or remove a window treatment, window film, window screen, or window decoration that the board determines to be inappropriate, unattractive, or inconsistent with the Property's uniform window standard. The board may prohibit the use of certain colors or materials for window treatments.

ARTICLE 11
UNIT LEASING

11.1. LEASE CONDITIONS. The leasing of units is subject to the following conditions: (1) no unit may be rented for transient or hotel purposes or for a period less than 30 days; (2) no unit may be subdivided for rent purposes, and not less than an entire unit may be leased; (3) whether or not it is so stated in a lease, every lease is subject to the Governing Documents; (4) all leases must be in writing and must be made subject to the Governing Documents; (5) an owner is responsible for providing his tenant with copies of the Governing Documents and notifying him of changes thereto; and (6) each tenant is subject to and must comply with all provisions of the Governing Documents, federal and State laws, and local ordinances.

11.2. OWNER OCCUPANCY. For purposes of this Article, a unit is considered "owner occupied" if at least one resident of an occupied unit is an owner of the unit or is related by blood, marriage, or adoption to an owner of the unit, or if the unit is vacant -- except that a unit being offered for lease may not be considered "owner occupied" even though the unit is then-vacant or then-occupied by an owner. In calculating occupancy, units are counted uniformly regardless of size.

11.3. EVICTION OF TENANTS. Every lease agreement on a unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

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11.3.1. Violation Constitutes Default. Failure by the tenant or his invitees to comply with the Governing Documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this Section.

11.3.2. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Governing Documents by the Association, each owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Governing Documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the owner at least 10 days' notice, by certified mail, of its intent to so enforce the Governing Documents.

11.3.3. Association Not Liable for Damages. The owner of a leased unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the Governing Documents against the owner's tenant.

11.4. MORTGAGEES & DECLARANT EXEMPT. A Mortgagee acquiring possession of or title to a unit by exercise of its rights under a deed of trust is exempt from the effect of this Article. This exemption does not pass to the Mortgagee's successors and assigns. During the Development Period, Declarant is exempt from the effect of this Article.

ARTICLE 12
ASSOCIATION OPERATIONS

12.1. THE ASSOCIATION. The existence and legitimacy of the Association is derived from this Declaration and the Bylaws of the Association.

12.1.1. Type. The Association must be a nonprofit organization. As long as Texas law requires the incorporation of condominium associations, the Association will be incorporated as a nonprofit corporation. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association.

12.1.2. Name. A name is not the defining feature of the Association. Although the initial name of the Association is Drexel Park Hollow Condominium Association, the Association may operate under any name that is approved by the board and (1) filed with the Dallas County Clerk as an assumed name, or (2) filed with the Secretary of State as the name of the filing entity. The Association may also change its name by amending the Governing Documents. Another legal entity with the same name as the Association, or with a name based on the name or location of the Property, is not the Association, which derives its authority from this Declaration.

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12.1.3. Duties. The duties and powers of the Association are those set forth in the Governing Documents, together with the general and implied powers of a condominium association and, as applicable, an unincorporated nonprofit corporation or a nonprofit association organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its members, subject only to the limitations on the exercise of such powers as stated in the Governing Documents.

12.1.4. Duration. The Association comes into existence on the earlier to occur of the two following events: (1) the date on which the Association's certificate of formation is filed with the Secretary of State of Texas, or (2) the date on which a unit deed is recorded in the Real Property Records of Dallas County, Texas, evidencing diversity of ownership in the Property (that the Property is not owned entirely by Declarant or its affiliates). The Association will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

EVERY OWNER OF A DREXEL PARK HOLLOW UNIT AUTOMATICALLY JOINS A MANDATORY MEMBERSHIP ASSOCIATION.

12.2. BOARD. The Association will be governed by a board of directors elected by the members. Unless the Association's bylaws or articles of incorporation provide otherwise, the board will consist of at least 3 persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. Unless the Governing Documents expressly reserve a right, action, or decision to the members/owners, Declarant, or another party, the board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Governing Documents to the "Association" may be construed to mean "the Association acting through its board of directors."

12.3. MEMBERSHIP. Each owner is a member of the Association, ownership of a unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the unit. The board may require satisfactory evidence of transfer of ownership before a purported owner is entitled to vote at meetings of the Association. If a unit is owned by more than one person or entity, each co-owner is a member of the Association and may exercise the membership rights appurtenant to the unit. A member who sells his unit under a contract for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the board. However, the contract seller remains liable for all assessments attributable to his unit until fee title to the unit is transferred. Unless the Governing Documents provide otherwise, any action requiring approval of the members may be approved in writing by owners of at least a majority of all units, or at a meeting by owners of at least a majority of the units that are represented at the meeting.

12.4. DECISION-MAKING. Any decision or act of the Association may be made by or at the direction of the board, unless the Governing Documents reserve the decision or act to the members, the Declarant, or any other person or group. Unless the Governing Documents or applicable law provide otherwise, any action requiring approval of the members may be approved (1) at a meeting by owners of at least a majority of the voting interests that are represented at the meeting, provided notice of the meeting was given to an owner of each unit, or (2) in writing by owners of at least a

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majority of all units, provided the opportunity to approve or disapprove was given to an owner of each unit.

12.5. MANAGER. The board may delegate the performance of certain functions to one or more managers or managing agents of the Association. Notwithstanding any delegation of its functions, the board is ultimately responsible to the members for governance of the Association.

12.6. COMMUNICATIONS. This Declaration is drafted in an era of rapidly changing communication technologies. Declarant does not intend to limit the methods by which the Association, owners, and residents communicate with each other. Such communications may be by any method or methods that are available and customary. For example, if the Association is required by the Governing Documents or applicable law to make information available to owners of all units, that requirement may be satisfied by posting the information on the Association's website or by using electronic means of disseminating the information, unless applicable law requires a specific method of communication. It is foreseeable that meetings of the Association and voting on issues may eventually be conducted via technology that is not widely available on the date of this Declaration. As communication technologies change, the Association may adopt as its universal standard any technology that is used by owners of at least 85 percent of the units. Also, the Association may employ multiple methods of communicating with owners and residents.

12.7. BOOKS & RECORDS. The Association will maintain copies of the Governing Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of applicable law.

12.8. INDEMNIFICATION. The Association indemnifies every officer, director, and committee member (for purposes of this Section, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a common expense, the Association may maintain general liability and directors and officers liability insurance to fund this obligation.

12.9. OBLIGATIONS OF OWNERS. Without limiting the obligations of owners under the Governing Documents, each owner has the following obligations:

12.9.1. Pay Assessments. Each owner will pay assessments properly levied by the Association against the owner or his unit, and will pay regular assessments without demand by the Association.

12.9.2. Transfers. Each owner will pay the applicable HOA Sale Fees described in Article 5 and pursuant to the Notice of HOA Sale Fees in effect at the time of transfer.

12.9.3. Comply. Each owner will comply with the Governing Documents as amended from time to time.

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12.9.4. Reimburse. Each owner will pay for damage to the Property caused by the negligence or willful misconduct of the owner, a resident of the owner's unit, or the owner or resident's family, guests, employees, contractors, agents, or invitees.

12.9.5. Liability. Each owner is liable to the Association for violations of the Governing Documents by the owner, a resident of the owner's unit, or the owner or resident's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

12.10. NEW HOME SALES. The initial sale of a unit by Declarant is considered a "New Home Sale" for purposes of this Declaration. New Home Sales are not resales. The obligations for HOA Sale Fees for New Home Sales are described in Article 5 of this Declaration, and in the Notice of HOA Sale Fees, of which the initial publication is or will be recorded with the Condominium Management Certificate.

12.11. UNIT RESALES. For purposes of this Declaration, a "resale" is every sale or conveyance of a unit (or of an interest in a unit), other than the initial sale of the unit by Declarant to the initial owner. This Section applies to every resale of a unit.

12.11.1. Resale Certificate. An owner intending to sell his unit will notify the Association and will request a condominium resale certificate from the Association.

12.11.2. No Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling owner to convey the owner's unit to the Association.

12.11.3. HOA Sale Fees. At time of transfer, the HOA Sale Fees described Article 5 of this Declaration and in the Notice of HOA Sale Fees described in the "New Home Sales" Section of this Declaration are due and payable by buyer and/or seller.

12.11.4. Information. Within 30 days after acquiring an interest in a unit, an owner will provide the Association with the following information: a copy of the settlement statement or deed by which owner has title to the unit; the owner's email address (if any), U. S. postal address, and phone number; any mortgagee's name, address, and loan number; the name and phone number of any resident other than the owner; the name, address, and phone number of owner's managing agent, if any.

12.11.5. Exclusions. The requirements of this Section, including the obligation for the reserve fund contribution and other transfer-related fees, do not apply to the following transfers: (1) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's assessment lien; (2) conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure; (3) transfer to, from, or by the Association; (4) voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent; (5) a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; (6) a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (7) a disposition by a government or governmental agency.

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ARTICLE 13
ENFORCING THE DOCUMENTS

13.1. REMEDIES. The remedies provided in this Article for breach of the Governing Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Governing Documents and by law, the Association has the following right to enforce the Governing Documents:

13.1.1. Nuisance. The result of every act or omission that violates any provision of the Governing Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

13.1.2. Fine. The Association may levy reasonable charges, as an individual assessment, against an owner and his unit if the owner or resident, or the owner or resident's family, guests, employees, agents, or contractors violate a provision of the Governing Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the owner's obligations under the Governing Documents.

13.1.3. Suspension. The Association may suspend the right of owners and residents to use common elements (except rights of ingress and egress) for any period during which the owner or resident, or the owner or resident's family, guests, employees, agents, or contractors violate the Governing Documents. A suspension does not constitute a waiver or discharge of the owner's obligations under the Governing Documents.

13.1.4. Public Notice. After giving the owner at least 15 days' prior notice of its intent to do so, the Association may record a notice of violation in the Real Property Records of Dallas County, Texas, describing the unit as to which the violation exits, the nature of the violation, and the provision of the Governing Documents that is being violated. If the violation is cured after a notice has been recorded, the Association will record a release of the notice at the expense of the curing owner. The Association may require reimbursement of its costs of preparing and recording the notice before granting the release.

13.1.5. Self-Help. The Association has the right to enter a common element or unit to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Governing Documents. In exercising this right, the board is not trespassing and is not liable for damages related to the abatement. The board may levy its costs of abatement against the unit and owner as an individual assessment. The board will make reasonable efforts to give the violating owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the owner. Prior notice is not required (1) in the case of emergencies, (2) to remove violative signs, (3) to remove violative debris, or (4) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood. Notwithstanding the foregoing, the Association may not alter or demolish an item of construction in a unit without judicial proceedings. By accepting an interest in or title to a unit, each owner grants to the Association all powers and rights necessary to exercise this right of self-help as to property used or owned by the owner or a resident of the unit, and their respective invitees. Accordingly, this Subsection constitutes an owner's actual written consent if any is required by applicable law.

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13.2. BOARD DISCRETION. The board may use its sole discretion in determining whether to pursue a violation of the Governing Documents, provided the board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any or further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

13.3. NO WAIVER. The Association and every owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Governing Documents. Failure by the Association or by any owner to enforce a provision of the Governing Documents is not a waiver of the right to do so thereafter.

13.4. RECOVERY OF COSTS. The costs of curing or abating a violation are the expense of the owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Governing Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Governing Documents or the restraint of violations of the Governing Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

13.5. NOTICE AND HEARING. Before levying a fine for violation of the Governing Documents, or before levying an individual assessment for property damage, the Association will give the owner written notice of the levy and an opportunity to be heard, to the extent required by applicable law, such as Section 82.102 of the Act. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the 30th day after the date of the notice, the owner may request a hearing before the board to contest the fine or charge; and a stated date by which the owner may cure the violation to avoid the fine -- unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. The Association may also give a copy of the notice to the resident. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the levy of a fine or damage charge. The owner may attend the hearing in person, or may be represented by another person or written communication. The board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with the Act's requirements.

ARTICLE 14
INSURANCE

14.1. GENERAL PROVISIONS. All insurance affecting the Property is governed by the provisions of this Article, with which the board will make every reasonable effort to comply, including the following:

14.1.1. Common Expense. The cost of insurance coverages and bonds maintained by the Association is a common expense.

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14.1.2. Insurer. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas.

14.1.3. Insured. The Association must be the named insured on all policies obtained by the Association. The loss payee clause should show the Association as trustee for each owner and Mortgagee.

14.1.4. Subrogation. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an owner.

14.1.5. Association as Trustee. Each owner irrevocably appoints the Association, acting through the board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

14.1.6. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The board will give to Eligible Mortgagees, and the insurer will give to Mortgagees, prior notices of cancellation, termination, expiration, or material modification.

14.1.7. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible. The Association may require that the deductible be paid, in whole or in part, by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an act or omission of an owner or resident or his invitees, the Association may require the owner to reimburse the Association for the amount of the deductible that is attributable to the act or omission. The Association's property insurance policy must be written with deductibles that meet or exceed the requirements of an Underwriting Lender.

14.1.8. Mortgagee Clause. The Association's policies should contain the standard mortgagee clause naming either the Mortgagee or its servicer followed by "its successors and assigns."

14.1.9. Prejudice. The insurance will not be prejudiced by the act or omission of any owner or resident who is not under the Association's control.

NOTICE
Under some circumstances, a unit owner may be required to pay the deductible on the Association's property insurance policy.

14.2. PROPERTY INSURANCE. The Association will obtain blanket all-risk insurance, if reasonably available, for all improvements insurable by the Association. If blanket all-risk insurance is not reasonably available, then at a minimum, the Association will obtain an insurance policy providing fire and extended coverage. This insurance must be in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in event of damage or destruction

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from any insured hazard. The Federal National Mortgage Association recommends use of a guaranteed replacement cost endorsement, or a replacement cost endorsement, together with an agreed amount endorsement in case of coinsurance.

14.2.1. Common Property Insured. The Association will insure (1) general common elements; (2) limited common elements; and (3) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

14.2.2. Units Insured by Association. In addition to insuring the common elements against casualty loss, the Association will maintain property insurance on the units as originally constructed. The Association may insure betterments and improvements installed by current or previous owners. In insuring units, the Association may be guided by types of policies customarily available for similar types of properties.

14.2.3. Endorsements. To the extent reasonably available, the Association will obtain endorsements to its property insurance policy as required by any Underwriting Lender. The Federal National Mortgage Association requires the following endorsements: Inflation Guard Endorsement, Building Ordinance or Law Endorsement, and a Special Condominium Endorsement.

14.3. LIABILITY INSURANCE. The Association will maintain a commercial general liability insurance policy over the common elements -- expressly excluding the liability of each owner and resident within his unit -- for bodily injury and property damage resulting from the operation, maintenance, or use of the common elements. The amount of coverage should be at least that required by an Underwriting Lender. The Federal National Mortgage Association requires a minimum of $1 million for bodily injury and property damage per single occurrence. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an owner's claim because of negligent acts of the Association or other owners.

14.4. WORKER'S COMPENSATION. The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of applicable State law or if the board so chooses.

14.5. FIDELITY COVERAGE. The Association may maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for his services. The policy should be for an amount that exceeds the greater of (1) the estimated maximum funds, including reserve funds, that will be in the Association's custody at any time the policy is in force; or (2) an amount equal to 3 months of regular assessments on all units. A managing agent that handles Association funds should be covered for its own fidelity insurance policy with the same coverages. The Association must maintain fidelity coverage to the extent reasonably available.

14.6. DIRECTORS AND OFFICERS LIABILITY. The Association may maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

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14.7. MORTGAGEE REQUIRED POLICIES. Unless coverage is not available or has been waived in writing, the Association will maintain any insurance and bond required by an Underwriting Lender for condominium developments as long as an Underwriting Lender is a Mortgagee or an owner.

14.8. OTHER POLICIES. The Association may maintain any insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association.

14.9. OWNER'S RESPONSIBILITY FOR INSURANCE. This Section applies whether or not the unit is occupied by the owner, and whether or not a tenant has "renters insurance."

14.9.1. What Types? Each unit **owner must maintain a homeowners condominium policy** for owner's personal property (such as the refrigerator) AND for "betterments and improvements" to the unit, whether made by owner or by a previous owner. Each unit **owner must also maintain liability insurance**. Each unit owner should consider adding a "loss assessment" endorsement to the owner's property policy. Cars parked on the Property should also be insured by the owner.

14.9.2. Insurance by Owners. The board may establish minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by owners if the insurance is deemed necessary or desirable by the board to reduce potential risks to the Association or other owners. If an owner fails to maintain required insurance, the board may obtain it on behalf of the owner who will be obligated for the cost as an individual assessment.

14.9.3. Owners' Responsibilities. On request, an owner will give the board written notification of any and all structural changes, additions, betterments, or improvements to his unit, and any other information the board may require to maintain adequate levels of insurance coverage. Each owner will comply with reasonable requests by the board for periodic inspection of the unit for purposes of insurance appraisal. Each owner, at his expense, will maintain any insurance coverages required of owners by the Association pursuant to this Article. Each owner, at his expense, may obtain additional insurance coverage of his real property, improvements, and betterments thereto, or personal property.

14.9.4. Association Does Not Insure. The Association does not insure an owner or resident's personal property. Each owner and resident is solely responsible for insuring his personal property in his Home and on the Property, including furnishings, vehicles, and stored items. **The Association strongly recommends that each owner and resident purchase and maintain insurance on his personal belongings.**

ARTICLE 15
RECONSTRUCTION OR REPAIR AFTER LOSS

15.1. SUBJECT TO ACT. The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

15.2. RESTORATION FUNDS. For purposes of this Article, Restoration Funds include insurance proceeds, condemnation awards, deficiency assessments, individual assessments, and other funds received on account of or arising out of injury or damage to the Property. All funds paid

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to the Association for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least 2 Association directors or that of an agent duly authorized by the board.

15.2.1. Sufficient Proceeds. If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Property, the Association, as trustee for the owners, will promptly apply the funds to the repair or restoration.

15.2.2. Insufficient Proceeds. If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the board, the board may levy a deficiency assessment against the owners to fund the difference.

15.2.3. Surplus Funds. If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows. If deficiency assessments were a source of Restoration Funds, the surplus will be paid to owners in proportion to their contributions resulting from the deficiency assessment levied against them; provided that no owner may receive a sum greater than that actually contributed by him, and further provided that any delinquent assessments owed by the owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the board.

15.3. COSTS AND PLANS.

15.3.1. Cost Estimates. Promptly after the loss, the board will obtain reliable and detailed estimates of the cost of restoring the damaged Property. Costs may include premiums for bonds and fees for the services of professionals, as the board deems necessary, to assist in estimating and supervising the repair.

15.3.2. Plans and Specifications. Common elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Units will be repaired and restored substantially in accordance with original construction plans and specifications, unless the Association insures betterments and improvements made by owners, in which case the units will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Alternate plans and specifications for repair and restoration of either common elements or units must be approved by owners representing at least two-thirds of the votes in the Association and by certain mortgagees if so required by the Mortgagee Protection article of this Declaration.

15.4. OWNER'S DUTY TO REPAIR.

15.4.1. Uninsured Loss. Within 60 days after the date of damage, the owner will begin repair or reconstruction of any portion of his unit not covered by the Association's blanket insurance policy, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof.

15.4.2. Insured Loss. If the loss to a unit is covered by the Association's insurance policy, the owner will begin repair or restoration of damage on receipt of the insurance

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proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve, or disapprove the repair or restoration during the course thereof.

15.4.3. Failure to Repair. If an owner fails to repair or restore damage as required by this Section, the Association may effect the necessary repairs and levy an individual assessment against the owner and unit for the cost thereof, after giving an owner of the unit reasonable notice of the Association's intent to do so.

15.5. OWNER'S LIABILITY FOR INSURANCE DEDUCTIBLE. If repair or restoration of common elements or units is required as a result of an insured loss, the board may levy an individual assessment, in the amount of the insurance deductible, against the owner or owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

ARTICLE 16
TERMINATION AND CONDEMNATION

16.1. ASSOCIATION AS TRUSTEE. Each owner hereby irrevocably appoints the Association, acting through the board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an owner.

16.2. TERMINATION. Termination of the terms of this Declaration and the condominium status of the Property will be governed by Section 82.068 of the Act, subject to the following provisions:

16.2.1. Substantial Taking. In the event of substantially total damage, destruction, or condemnation of the Property, an amendment to terminate must be approved by owners representing at least 67 percent of the votes in the Association and by certain mortgagees pursuant to the Mortgagee Protection article of this Declaration.

16.2.2. Total Taking. In the event of condemnation of the entire Property, an amendment to terminate may be executed by the board without a vote of owners or mortgagees.

16.2.3. Other Circumstances. In all other circumstances, an amendment to terminate must be approved by owners representing at least 80 percent of the votes in the Association and by certain mortgagees pursuant to the Mortgagee Protection article of this Declaration.

16.3. CONDEMNATION. The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act. On behalf of owners, but without their consent, the board may execute an amendment of this Declaration to reallocate allocated interests following condemnation and to describe the altered parameters of the Property. If the Association replaces or restores common elements taken by condemnation by obtaining other land or constructing additional improvements, the board may, to the extent permitted by law, execute an

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amendment without the prior consent of owners to describe the altered parameters of the Property and any corresponding change of facilities or improvements.

ARTICLE 17
MORTGAGEE PROTECTION

17.1. INTRODUCTION. This Article is supplemental to, not a substitution for, any other provision of the Governing Documents. In case of conflict, this Article controls. Some sections of this Article apply to "Mortgagees," as defined in Article 1. Other sections apply to "Eligible Mortgagees," as defined below.

17.1.1. Known Mortgagees. An owner who mortgages his unit will notify the Association, giving the complete name and address of his mortgagee and the loan number. The Association's obligations to mortgagees under the Governing Documents extend only to those mortgagees known to the Association. All actions and approvals required by mortgagees will be conclusively satisfied by the mortgagees known to the Association, without regard to other holders of mortgages on units. The Association may rely on the information provided by owners and mortgagees.

17.1.2. Eligible Mortgagees. "**Eligible Mortgagee**" means the holder, insurer, or guarantor of a first purchase money mortgage secured by a recorded deed of trust lien against a unit who has submitted to the Association a written notice containing its name and address, the loan number, and the identifying number and street address of the mortgaged unit. A single notice per unit will be valid so long as the Eligible Mortgagee holds a mortgage on the unit. The board will maintain this information. The Association will treat the notice as the Eligible Mortgagee's request to be notified of any proposed action requiring the consent of Eligible Mortgagees. A provision of the Governing Documents requiring the approval of a specified percentage of Eligible Mortgagees will be based on the number of units subject to mortgages held by Eligible Mortgagees. For example, "51 percent of Eligible Mortgagees" means Eligible Mortgagees of 51 percent of the units that are subject to mortgages held by Eligible Mortgagees.

17.2. AMENDMENT. This Article establishes certain standards for the benefit of Underwriting Lenders, and is written to comply with their requirements and guidelines in effect at the time of drafting. If an Underwriting Lender subsequently changes its requirements, the board, without approval of owners or mortgagees, may amend this Article and other provisions of the Governing Documents, as necessary, to meet the requirements of the Underwriting Lender.

17.3. TERMINATION. An action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by owners representing at least 67 percent of the votes in the Association, and by at least 51 percent of Eligible Mortgagees. An action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least 67 percent of Eligible Mortgagees.

17.4. IMPLIED APPROVAL. The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within 60 days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

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17.5. CHANGING FANNIE MAE REQUIREMENTS. This Section applies during any period in which Fannie Mae's published legal requirements for condominium project documents (1) conflicts with a provision of this Declaration intended to benefit Underwriting Lenders or (2) is not addressed by this Declaration. In that event, the Association will make a diligent effort to obtain and comply with Fannie Mae's then-current legal requirements for condominium project documents.

17.6. OTHER MORTGAGEE RIGHTS.

17.6.1. Inspection of Books. The Association will maintain current copies of the Governing Documents and the Association's books, records, and financial statements. Mortgagees may inspect the Governing Documents and records, by appointment, during normal business hours.

17.6.2. Financial Statements. If the Property consists of 50 units or more, and if a Mortgagee submits a written request, the Association will give the Mortgagee an audited statement for the preceding fiscal year within 120 days after the Association's fiscal year end. A Mortgagee may have an audited statement prepared at its own expense.

17.6.3. Attendance at Meetings. A representative of an Eligible Mortgagee may attend and address any meeting which an owner may attend.

17.6.4. Right of First Refusal. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a unit does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien.

17.6.5. Management Contract. If professional management of the Association is required by this Article, the contract for professional management may not require more than 90 days' notice to terminate the contract, nor payment of a termination penalty.

17.7. INSURANCE POLICIES. If an Underwriting Lender that holds a mortgage on a unit or desires to finance a unit has requirements for insurance of condominiums, the Association must try to obtain and maintain the required coverages, to the extent they are reasonably available, and must try to comply with any notifications or processes required by the Underwriting Lender. Because underwriting requirements are subject to change, they are not recited here.

17.8. NOTICE OF ACTIONS. The Association will use its best efforts to send timely written notice to Eligible Mortgagees of the following actions:

a. Any condemnation or casualty loss that affects a material portion of the Property or the mortgaged unit.

b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of the mortgaged unit.

c. A lapse, cancellation, or material modification of any insurance policy maintained by the Association.

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d. Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

e. Any proposed amendment of a material nature, as provided in this Article.

f. Any proposed termination of the condominium status of the Property.

17.9. AMENDMENTS OF A MATERIAL NATURE. A Governing Document amendment of a material nature must be approved by owners representing at least 67 percent of the votes in the Association, and by at least 51 percent of Eligible Mortgagees. This approval requirement does not apply to amendments effected by the exercise of a Development Right provided in Appendix F hereto. A change to any of the provisions governing the following would be considered material:

a. Voting rights.

b. Increases in assessments that raise the previously assessed amount by more than 25 percent, assessment liens, or the priority of assessment liens.

c. Reductions in reserves for maintenance, repair, and replacement of common elements.

d. Responsibility for maintenance and repairs.

e. Reallocation of interests in the general or limited common elements, or rights to their use; except that when limited common elements are reallocated by agreement between owners, only those owners and only the Eligible Mortgagees holding mortgages against those units need approve the action.

f. Redefinitions of boundaries of units, except that when boundaries of only adjoining units are involved, or a unit is being subdivided, then only those owners and the Eligible Mortgagees holding mortgages against the unit or units need approve the action.

g. Convertability of units into common elements or common elements into units.

h. Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property.

i. Property or fidelity insurance requirements.

j. Imposition of any restrictions on the leasing of units.

k. Imposition of any restrictions on owners' right to sell or transfer their units.

l. If the Property consists of 50 units or more, a decision by the Association to establish self-management when professional management had been required previously by the Governing Documents or an Eligible Mortgagee.

m. Restoration or repair of the Property, in a manner other than that specified in the Governing Documents, after hazard damage or partial condemnation.

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n. Any provision that expressly benefits mortgage holders, insurers, or guarantors.

ARTICLE 18
AMENDMENTS

18.1. CONSENTS REQUIRED. As permitted by the Act or by this Declaration, certain amendments of this Declaration may be executed by Declarant alone, or by certain owners alone, or by the board alone. Otherwise, amendments to this Declaration must be approved by owners representing at least 67 percent of the votes in the Association.

18.2. METHOD OF AMENDMENT. This Declaration may be amended by any method selected by the board from time to time, pursuant to the bylaws, provided the method gives an owner of each unit the substance if not exact wording of the proposed amendment, a description in layman's terms of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment. For amendments requiring the consent of Eligible Mortgagees, the Association will send each Eligible Mortgagee a detailed description, if not exact wording, of any proposed amendment.

18.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by an officer of the Association, certifying the requisite approval of owners and, if required, Eligible Mortgagees; and (3) recorded in the Real Property Records of Dallas County, Texas.

18.4. DECLARANT PROVISIONS. During the Declarant Control and Development Periods, Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix F. An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without Declarant's written and acknowledged consent.

ARTICLE 19
DISPUTE RESOLUTION

19.1. INTRODUCTION & DEFINITIONS. The Association, the owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

19.1.1. "**Claim**" means any claim, grievance, or dispute between Parties involving the Properties, except Exempt Claims as defined below, and including without limitation:

a. Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents.

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b. Claims relating to the rights and/or duties of Declarant as Declarant under the Governing Documents.

c. Claims relating to the design, construction, or maintenance of the Property.

19.1.2. "**Claimant**" means any Party having a Claim against any other Party.

19.1.3. "**Exempt Claims**" means the following claims or actions, which are exempt from this Article:

a. The Association's claim for assessments, and any action by the Association to collect assessments.

b. An action by any Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.

c. Enforcement of the easements, architectural control, maintenance, and use restrictions of this Declaration.

d. A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

e. A dispute that is subject to alternative dispute resolution - such as mediation or arbitration - by the terms of a public law or another instrument, such as a contract or warranty agreement, in which case the dispute is exempt from this Article, unless the Parties agree to have the dispute governed by this Article.

19.1.4. "**Respondent**" means the Party against whom the Claimant has a Claim.

19.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

19.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Governing Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section.

19.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's

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representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

19.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within 120 days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have 30 additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least 5 years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

19.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

19.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorneys fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

19.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorneys fees and court costs.

19.9. GENERAL PROVISIONS. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article.

19.10. LITIGATION APPROVAL & SETTLEMENT. To encourage the use of alternate dispute resolution and discourage the use of costly and uncertain litigation, the initiation of any judicial or administrative proceeding by the Association is subject to the following conditions in addition to and notwithstanding the above alternate dispute resolution procedures. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Section. This Section may not be amended without the approval of owners of at least 80 percent of the units.

19.10.1. Owner Approval. The Association may not initiate any judicial or administrative proceeding without the prior approval of owners of at least two thirds of the units, except that no such approval is required (1) to enforce provisions of this Declaration, including collection of assessments; (2) to challenge condemnation proceedings; (3) to enforce

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a contract against a contractor, vendor, or supplier of goods or services to the Association; (4) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association; or (5) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of owners in order to preserve the status quo.

19.10.2. Suit Against Declarant. Also, the Association may not initiate any judicial or administrative proceeding against Declarant without the approval of owners representing at least 75 percent of the units.

19.10.3. Funding Litigation. Except in the case of a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to levy a special assessment, the Association must levy a special assessment to fund the estimated costs of litigation prior to initiating a judicial or administrative proceeding. The Association may not use its annual operating income or reserve funds or savings to fund litigation, unless the Association's annual budget or a savings account was established and funded from its inception as a litigation reserve fund.

19.10.4. Settlement. The board, on behalf of the Association and without the consent of owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

ARTICLE 20
GENERAL PROVISIONS

20.1. COMPLIANCE. The owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Governing Documents and all applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

20.2. HIGHER AUTHORITY. The Governing Documents are subordinate to federal and State law, and local ordinances. Generally, the terms of the Governing Documents are enforceable to the extent they do not violate or conflict with local, State, or federal law or ordinance. In the event of a conflict between the Governing Documents, the hierarchy of authority is as follows: this Declaration (highest), Association's Articles of Association, Bylaws, and the Rules (lowest). Within the Declaration, Appendix B has the highest authority.

DRAFTER'S DICTUM
Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by this document.

20.3. NOTICE. Any demand or written notice required or permitted by this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, or by any other method or combination of methods permitted or required by applicable law. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by fax or email, the notice is deemed delivered on successful transmission of the facsimile or electronic correspondence. The notice must be sent to the party's

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last known address as it appears on the records of the Association at the time of transmission. If an owner fails to give the Association an effective address, the notice may be sent to the address of the owner's unit. If the Association properly transmits the notice, the owner is deemed to have been given notice whether or not he actually receives it.

20.4. CHANGING TECHNOLOGY. The Governing Documents are drafted at the end of an era that uses ink on paper to communicate, to give notice, and to memorialize decisions. The next era of communications may be paperless, relying on electronic communications for many activities that are customarily papered on the date of this Declaration. As technology changes, the terms of the Governing Documents that pertain to communications, notices, and documentation of decisions may be interpreted and applied in ways that are consistent with and customary for the then-current technology for standard business practices, without necessity of amending the Governing Document.

20.5. LIBERAL CONSTRUCTION. The terms and provision of each Governing Document are to be liberally construed to give effect to the purposes and intent of the Governing Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the operation of the Association and its enforcement of the Governing Documents, regardless which party seeks enforcement.

20.6. SEVERABILITY. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

20.7. CAPTIONS. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer.

20.8. INTERPRETATION. Whenever used in the Governing Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

20.9. DURATION. Unless terminated or amended by owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

20.10. PREPARER. This Declaration was prepared in the law offices of Sharon Reuler of SettlePou, 3333 Lee Parkway, Eighth Floor, Dallas, Texas 75219.

20.11. APPENDIXES. The following appendixes are attached to this Declaration and are incorporated herein by reference:

A - Description of Subject Land
B - Schedule of Allocated Interests
C - Assignment of Parking & Storage Spaces
D - Plats and Plans
E - Easements and Licenses
F - Declarant Rights & Reservations
G - Consent to Declaration

During the Development Period, Appendix F has priority over the main body of this Declaration.

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SIGNED AND ACKNOWLEDGED

SIGNED on this 11 day of February 2008.

DREXEL BANDERA I, LP, a Texas limited partnership

By: DREXEL BANDERA GP, LLC, a Texas limited liability company, its general partner

By: _____
Robert M. Edelman, President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

KAREY DREW
MY COMMISSION EXPIRES
AUGUST 9, 2010

This instrument was acknowledged before me on this 11 day of February 2008 by Robert M. Edelman, President of Drexel Bandera GP, LLC, a Texas limited liability company, on behalf of said company in its capacity as general partner of Drexel Bandera I, LP, a Texas limited partnership, on behalf of the limited partnership.

_____
Notary Public, The State of Texas
COMMISSION EXPIRES AUGUST 9, 2010

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APPENDIX A
DESCRIPTION OF SUBJECT LAND

DREXEL PARK HOLLOW

ALL OF LOT 8A, BLOCK 6/5464, DREXEL BANDERA ADDITION, an addition to the City of Dallas, Texas, according to the plat thereof recorded on June 6, 2006, as Document No. 200600204545, Real Property Records, Dallas County, Texas.

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APPENDIX B
SCHEDULE OF ALLOCATED INTERESTS

LEGAL DESCRIPTION		RELATIVE SIZE -2-	PERCENTAGE COMMON ELEMENT OWNERSHIP ====== LIABILITY FOR COMMON EXPENSES	WEIGHT OF VOTE
UNIT	BLDG.			
1A	6605	2,063	1.94	1.94
1B	6605	2,093	1.97	1.97
1C	6605	2,166	2.04	2.04
1D	6605	2,166	2.04	2.04
1E	6605	2,093	1.97	1.97
1F	6605	2,093	1.97	1.97
2A	6605	2,114	1.99	1.99
2B	6605	2,137	2.01	2.01
2C	6605	2,217	2.08	2.08
2D	6605	2,217	2.08	2.08
2E	6605	1,962	1.84	1.84
2F	6605	2,484	2.33	2.33
3A	6605	3,066 -3-	2.88	2.88
3B	6605	3,252 -3-	3.06	3.06
1A	6615	3,916	3.68	3.68
1B	6615	3,395	3.19	3.19
1C	6615	2,363	2.22	2.22
1D	6615	2,161	2.03	2.03
1E	6615	2,363	2.22	2.22
1F	6615	3,395	3.19	3.19
1G	6615	3,916	3.68	3.68
2A	6615	3,916	3.68	3.68
2B	6615	3,395	3.19	3.19
2C	6615	2,363	2.22	2.22
2D	6615	2,161	2.03	2.03
2E	6615	2,363	2.22	2.22
2F	6615	3,395	3.19	3.19

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LEGAL DESCRIPTION		RELATIVE SIZE -2-	PERCENTAGE COMMON ELEMENT OWNERSHIP ====== LIABILITY FOR COMMON EXPENSES	WEIGHT OF VOTE
UNIT	BLDG.			
2G	6615	3,916	3.68	3.68
3A	6615	4,030 -3-	3.79	3.79
3B	6615	4,030 -3-	3.79	3.79
1A	6625	2,407	2.26	2.26
1B	6625	2,350	2.21	2.21
1C	6625	2,350	2.21	2.21
1D	6625	2,407	2.26	2.26
2A	6625	2,501	2.35	2.35
2B	6625	2,463	2.32	2.32
2C	6625	2,463	2.32	2.32
2D	6625	2,501	2.35	2.35
3A	6625	3,739 -3-	3.52	3.52
39 UNITS	**3 BLDGS.**		**100.00 PERCENT**	**100.00 PERCENT**

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NOTES

NOTE -1- The street number used with the address is subject to change by public authorities. The Building Number is a permanent designation, regardless of the actual street address.

NOTE -2- The "Relative Size" is the relative size of a pre-construction floorplan which refers to a rounded, approximated, estimated size of a prototype floorplan drawn by a design professional before the building was constructed. As used in this Appendix, the purpose of Relative Sizes is to facilitate the calculation of approximate relationships among the floorplans - which ones are smaller, which ones are larger - for the calculation of percentages of ownership and assessment liability. Relative Sizes are not intended to be accurate statements of actual sizes of units. If there is a discrepancy between a Relative Size and the measured area of a constructed unit, the number used in this Appendix controls for the purpose of this Appendix. If there is a discrepancy between all the Relative Sizes and the actual sizes in relation to one another, the numbers used in this Appendix control for the purpose of this Appendix.

NOTE -3- A unit on the third floor of a building may be referred to as a "Penthouse".

NOTE -4- During the Development Period, Declarant may unilaterally amend this Appendix to add units, or to correct errors, either of which may result in changes to a unit's allocated interests, and to reallocate interests among units owned by Declarant.

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APPENDIX C
ASSIGNMENT OF PARKING & STORAGE SPACES
DREXEL PARK HOLLOW

SCHEDULE C-1
ASSIGNMENT OF PARKING SPACES

NOTE -1-: If the Assigned Parking Space columns contain numbers in parentheses, this Schedule C-1 will be replaced by a restated and re-recorded version with the numbers of the parking spaces as shown on the publicly recorded Condominium Plat. Each unit will have at least two assigned spaces in the common garage of the building in which the unit is located.

UNIT	BLDG.	ASSIGNED PARKING SPACES -1-
1A	6605	(2)
1B	6605	(2)
1C	6605	(2)
1D	6605	(2)
1E	6605	(2)
1F	6605	(2)
2A	6605	(2)
2B	6605	(2)
2C	6605	(2)
2D	6605	(2)
2E	6605	(2)
2F	6605	(2)
3A	6605	(2)
3B	6605	(2)
1A	6615	(2)
1B	6615	(2)
1C	6615	(2)
1D	6615	(2)
1E	6615	(2)
1F	6615	(2)

UNIT	BLDG.	ASSIGNED PARKING SPACES -2-
1G	6615	(2)
2A	6615	(2)
2B	6615	(2)
2C	6615	(2)
2D	6615	(2)
2E	6615	(2)
2F	6615	(2)
2G	6615	(2)
3A	6615	(2)
3B	6615	(2)
1A	6625	(2)
1B	6625	(2)
1C	6625	(2)
1D	6625	(2)
2A	6625	(2)
2B	6625	(2)
2C	6625	(2)
2D	6625	(2)
3A	6625	(2)

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SCHEDULE C-2
ASSIGNMENT OF STORAGE SPACES

NOTE -1- If the "Unit to Which Assigned" column indicates that the assignment is to be determined, this Schedule C-2 will be replaced by a revised and restated version with the numbers of the units to which Declarant assigns the storage spaces. Each unit will not have an assigned storage space.

TBD = To Be Determined

STORAGE SPACE NO.	BLDG.	UNIT TO WHICH ASSIGNED -1-
S1	6605	(TBD)
S2	6605	(TBD)
S3	6605	(TBD)
S4	6605	(TBD)
S5	6605	(TBD)
S6	6605	(TBD)
S7	6605	(TBD)
S8	6605	(TBD)
S9	6605	(TBD)
S1	6615	(TBD)
S2	6615	(TBD)
S3	6615	(TBD)
S4	6615	(TBD)
S5	6615	(TBD)
S1	6625	(TBD)

(End of Appendix C)

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APPENDIX "D"

SURVEYOR'S DECLARATION

THAT I, Michael L. Lewis, Jr., do hereby certify that this survey was made on the ground by me or under my personal supervision and the plat herein is a true, correct, and accurate representation of the property as determined by survey. The lines, dimensions and corners of said property being as indicated by this plat. There are no visible or apparent easements, encroachments, conflicts or protrusions except as shown herein.

The map and property description contained herein contain all the information required by Section 82.059 of the Texas Property Code.

Executed as of the 19th day of December, 2007.

STATE OF TEXAS
REGISTERED
MICHAEL LARRY LEWIS, JR.
5773
PROFESSIONAL
LAND SURVEYOR

Michael Larry Lewis, Jr.
Registered Professional Land Surveyor
No. 5773

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SHEET 1 OF 20

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	NONE	JAN. 2008	2609B-07.458

DWG FILE: 2609B-07.458CPA.DWG

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APPENDIX "D"

NOTES PERTAINING TO BUILDING ON SITE

All hallways, stairs and landings, which are not located within a unit, are common elements.

All balconies are general common elements..

The unit plans show interior sheetrock-to-sheetrock measurements. The actual unit dimensions described in the declaration:

The finished floor elevations shown hereon are based on information provided by John E. Wheeler III Architects, Inc. They have not been field verified.

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DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	NONE	JAN. 2008	2609B-07.458

DWG FILE: 2609B-07.458CPA.DWG

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APPENDIX "D"
SITE PLAN

BLOCK 6/5464
PRESTONVILLE ADDITION
(VOL. 12, PG. 83)

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5

135.00' | 135.00' | 135.00' | 135.00' | 135.00'

MATCHLINE (SEE SHEET 4)

"PK" NAIL IN CONCRETE FOUND (C.M.)

75.38' | 72.00' | 72.00' | 72.00' | 72.00'

15' x 15' ALLEY SIGHT EASEMENT (INST. NO. 200600204545)

CONCRETE PAVEMENT

15' ALLEY

S 89°44'30" E 510.79'

60' R.O.W

ASPHALT PAVEMENT

STREET

S 00°06'00" W 165.00'

N 00°06'00" E 165.00'

15.4'

102.0'

10.0'

TRACT 1
DREXEL BANDERA 1, LP
(INST. NO. 200600193103)
(FILED 5/26/06)

15' BUILDING LINE
(INST. NO. 200600204545

140.0'

122.4'

6605

THREE STORY BRICK

GRATE INLET

GRATE INLET

GRATE INLET

CONCRETE PARKING GARAGE RAMP

5.0'

5.0'

15.6'

2.0'

102.0'

190.0'

LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
(INST. NO. 200600204545)

10.0'

38.3'

6615

THREE STORY BRICK

140.0'

CONCRETE PAVEMENT

93.5'

93.5'

75.8'

75.8'

BRICK COLUMNS (TYP.)

15.0'

15.0'

7' BRICKWALL

CONCRETE SIDEWALK

STEPS

3.4' BRICKWALL

CONCRETE

N 89°44'30" W 511.25'

5/8-INCH IRON ROD FOUND (C.M.)

10' x 10' STREET EASEMENT (INST. NO 200600204545)

ASPHALT PAVEMENT

15' BUILDING LINE (INST. NO. 200600204545

60' R.O.W

THACKERY

BANDERA AVENUE

226.76'

14.08'

171.66'

LOT 1

BLOCK 7/5464
PRESTON VILLAGE APARTMENTS
(VOL. 2000156, PG. 00748)

122.58'

15' ALLEY

122.58'

LOT 2

BLOCK 7/5464
PRESTON VILLAGE APARTMENTS
(VOL. 2000156, PG. 00748)

Unofficial Document

LEGEND	
— — — —	PROPERTY LINE
— — — —	EASEMENT LINE
D	GRATE INLET
(C.M.)	CONTROLLING MONUMENT

SHEET 3 OF 20

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=60'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CPA.DWG

KHARRIS
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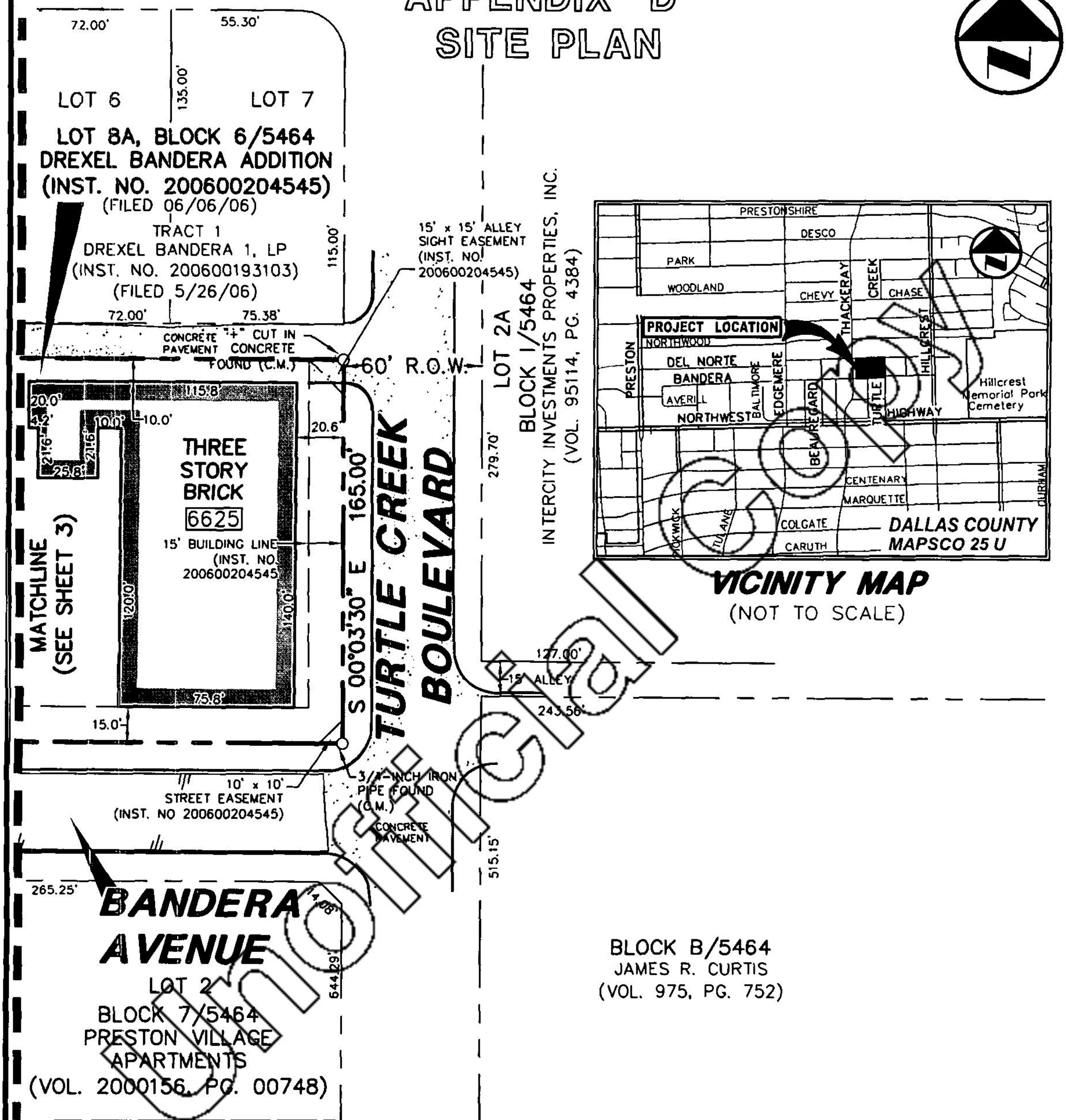
APPENDIX "D"
SITE PLAN



VICINITY MAP
(NOT TO SCALE)

LEGEND	
— — — —	PROPERTY LINE
— — — —	EASEMENT LINE
▫	GRATE INLET
(C.M.)	CONTROLLING MONUMENT

Unofficial Document

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=60'	JAN. 2008	2609B-07.458

SHEET 4 OF 20

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CPA.DWG

KHARRIS 01/28/2008 - 8:11AM
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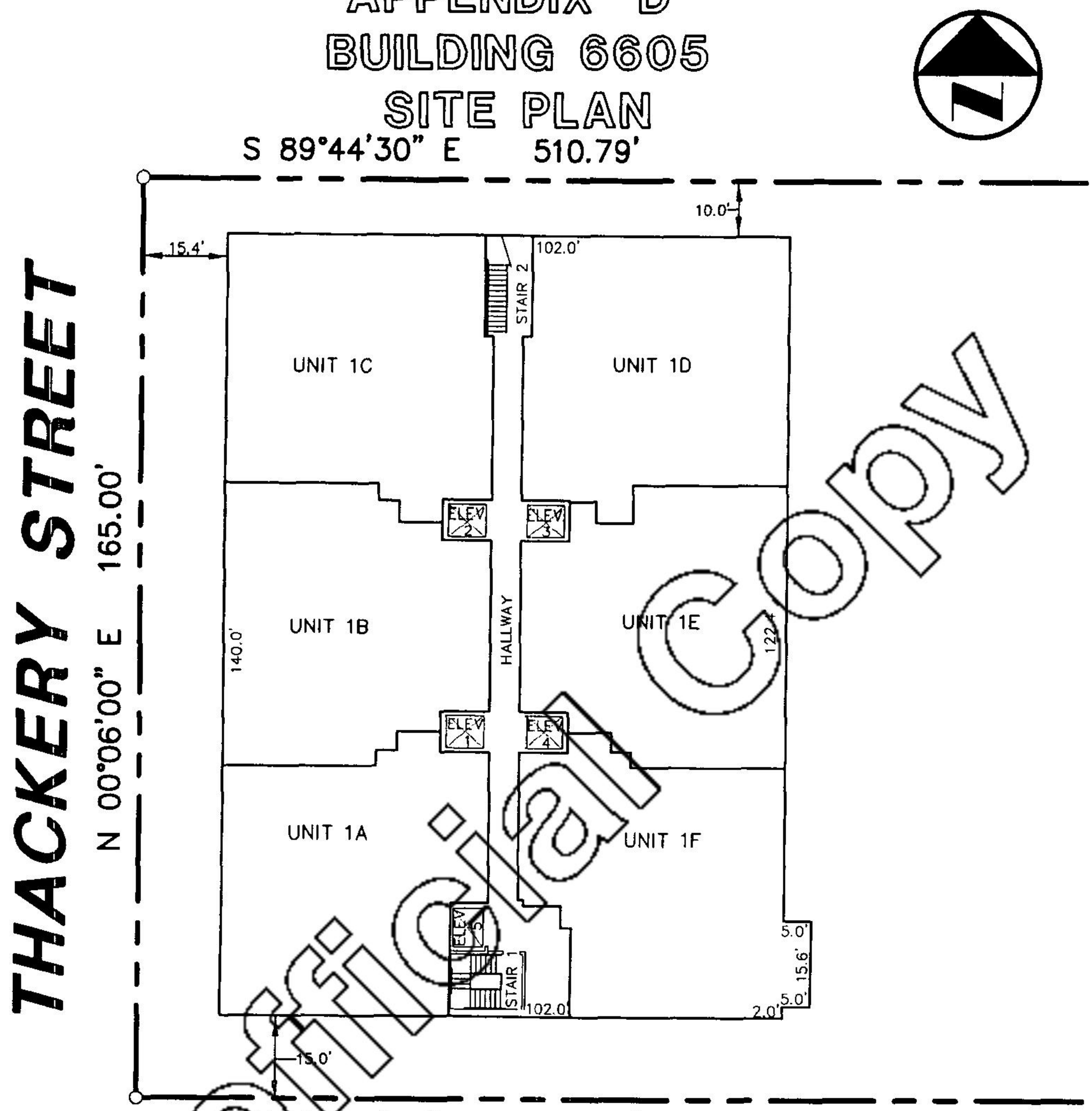
APPENDIX "D"
BUILDING 6605
SITE PLAN



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SHEET 5 OF 20

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DWG

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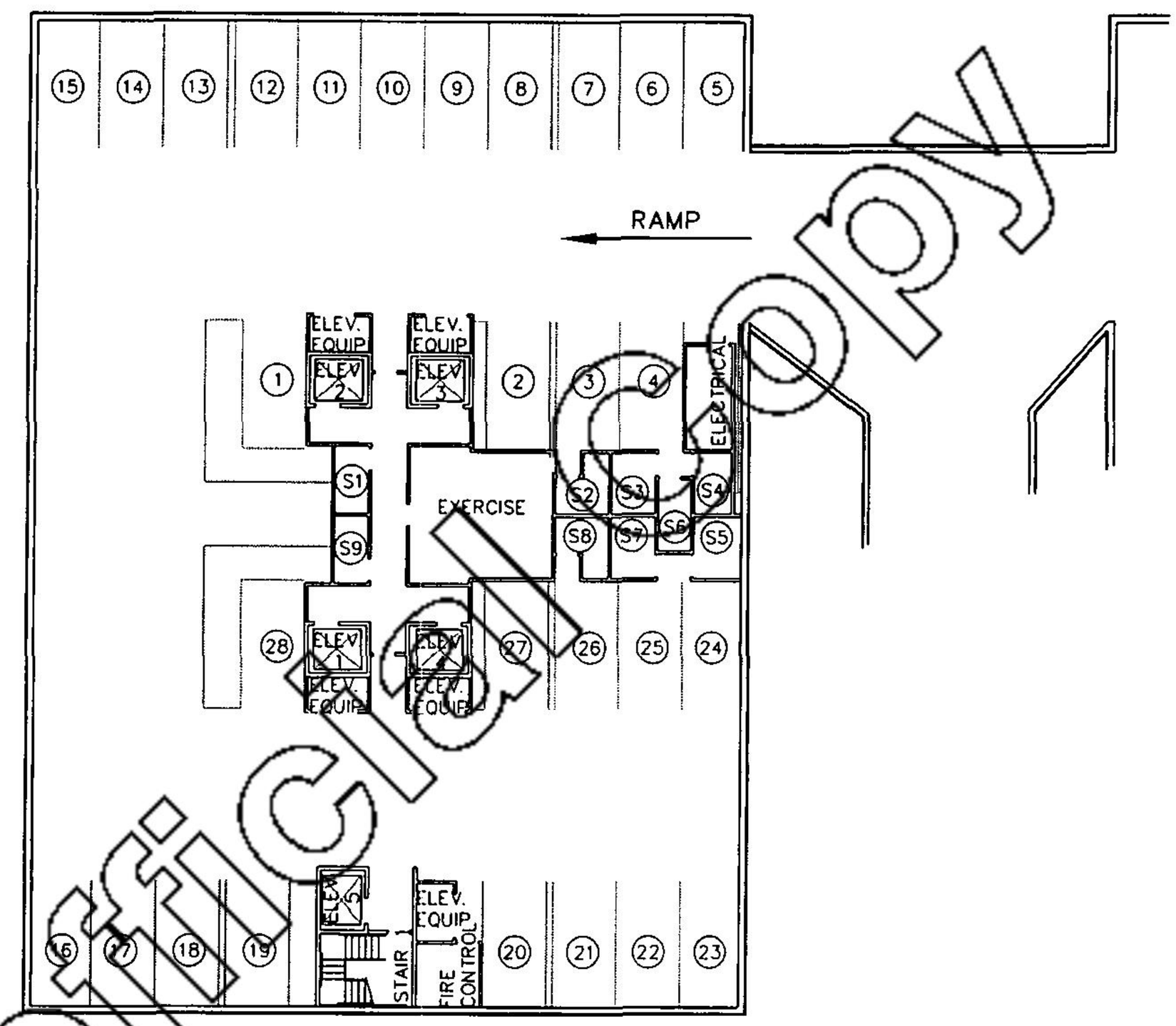
APPENDIX "D"
BUILDING 6605
PARKING - SUB LEVEL ONE



LEGEND

(#) PARKING SPACE

(S#) STORAGE SPACE

Note: The elevation of this floor are between 90.0' and 100.0' bosed on a finished floor elevation of 100.0' at ground level.

SHEET 6 OF 20

Pacheco Koch Consulting Engineers

8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DWG

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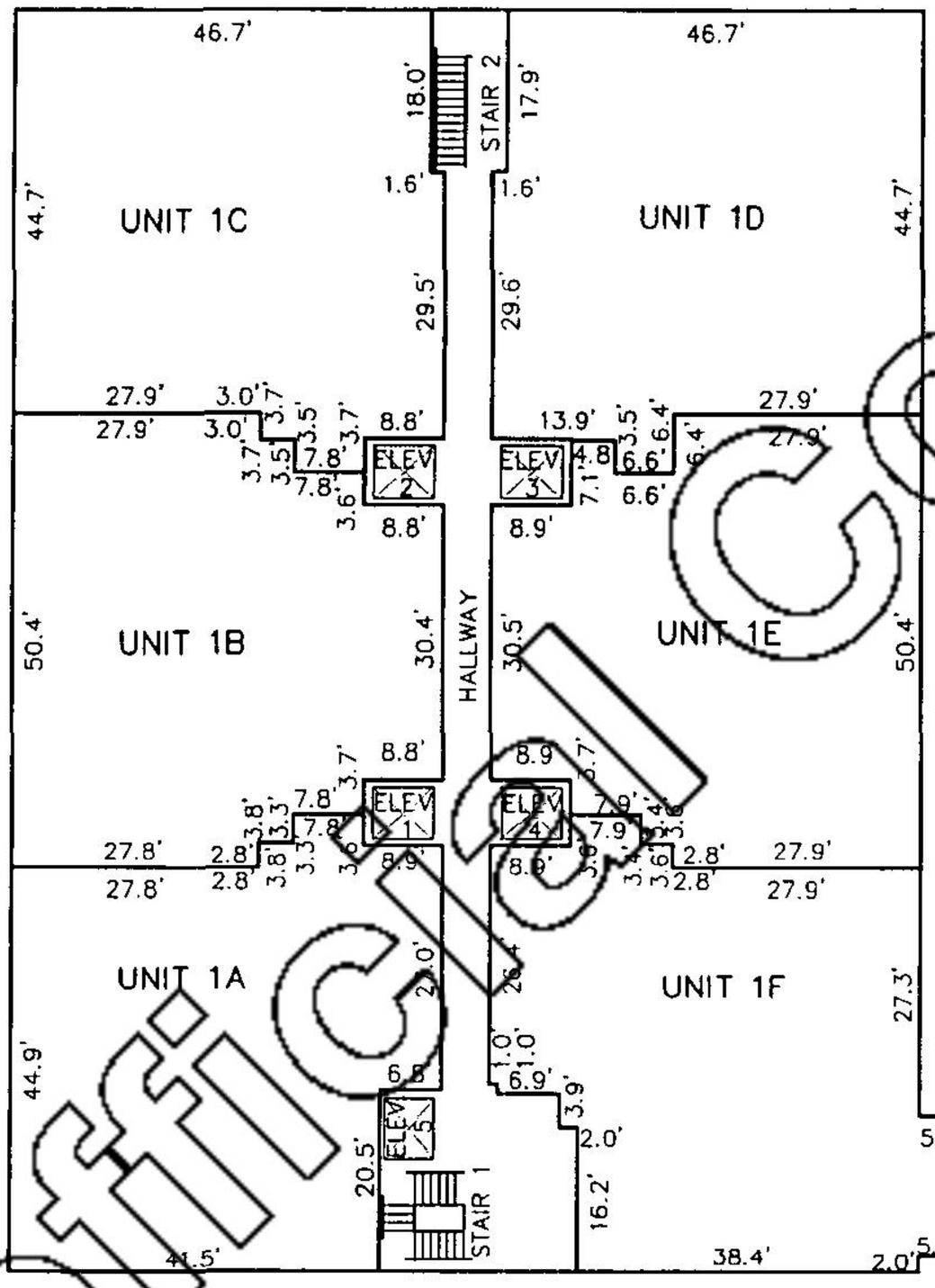
Unofficial Copy

APPENDIX "D"
BUILDING 6605
FIRST FLOOR



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SHEET 7 OF 20

Note: The elevation of this floor are between 100.0' and 111.9' based on a finished floor elevation of 100.0' at ground level.

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DW

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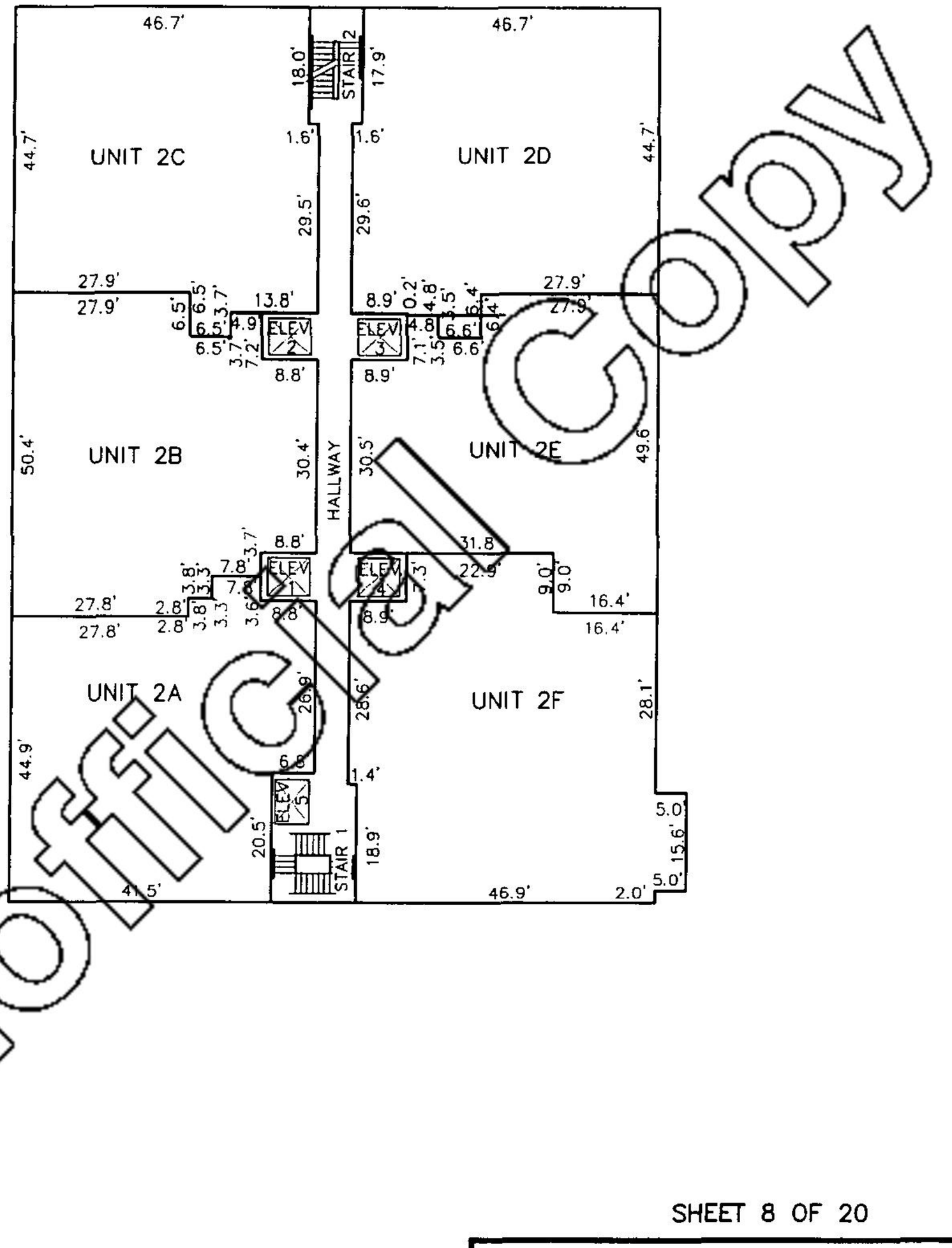
APPENDIX "D"
BUILDING 6605
SECOND FLOOR



Unofficial Copy

Note: The elevation of this floor are between 111.9' and 123.8' based on a finished floor elevation of 100.0' at ground level.

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

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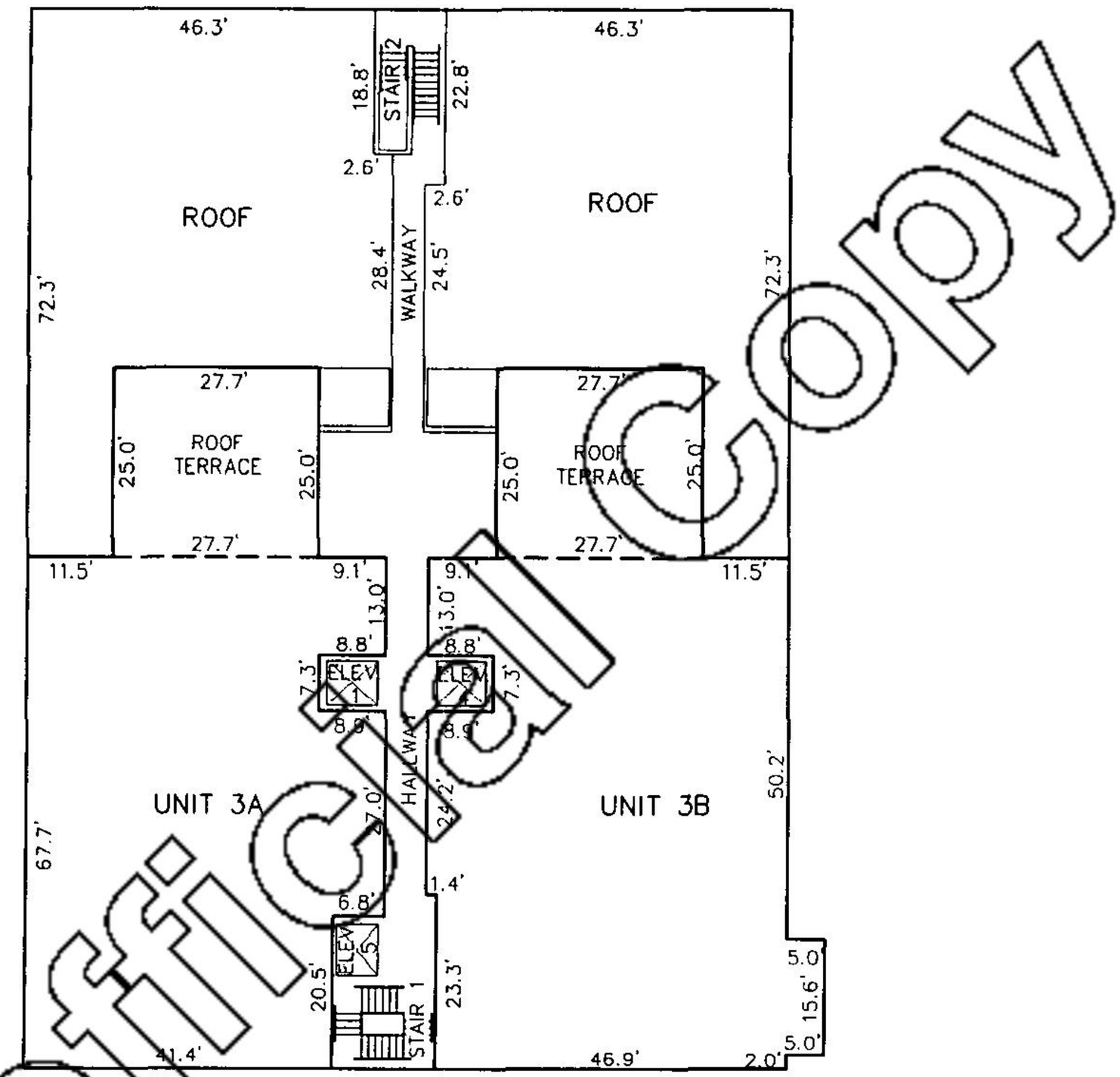
APPENDIX "D"
BUILDING 6605
THIRD FLOOR



Note: The elevation of this floor are between 123.8' and 135.7' based on a finished floor elevation of 100.0' at ground level.

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SHEET 9 OF 20

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DW

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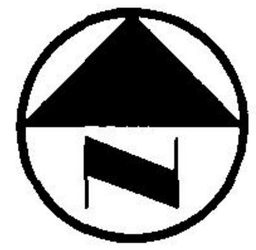
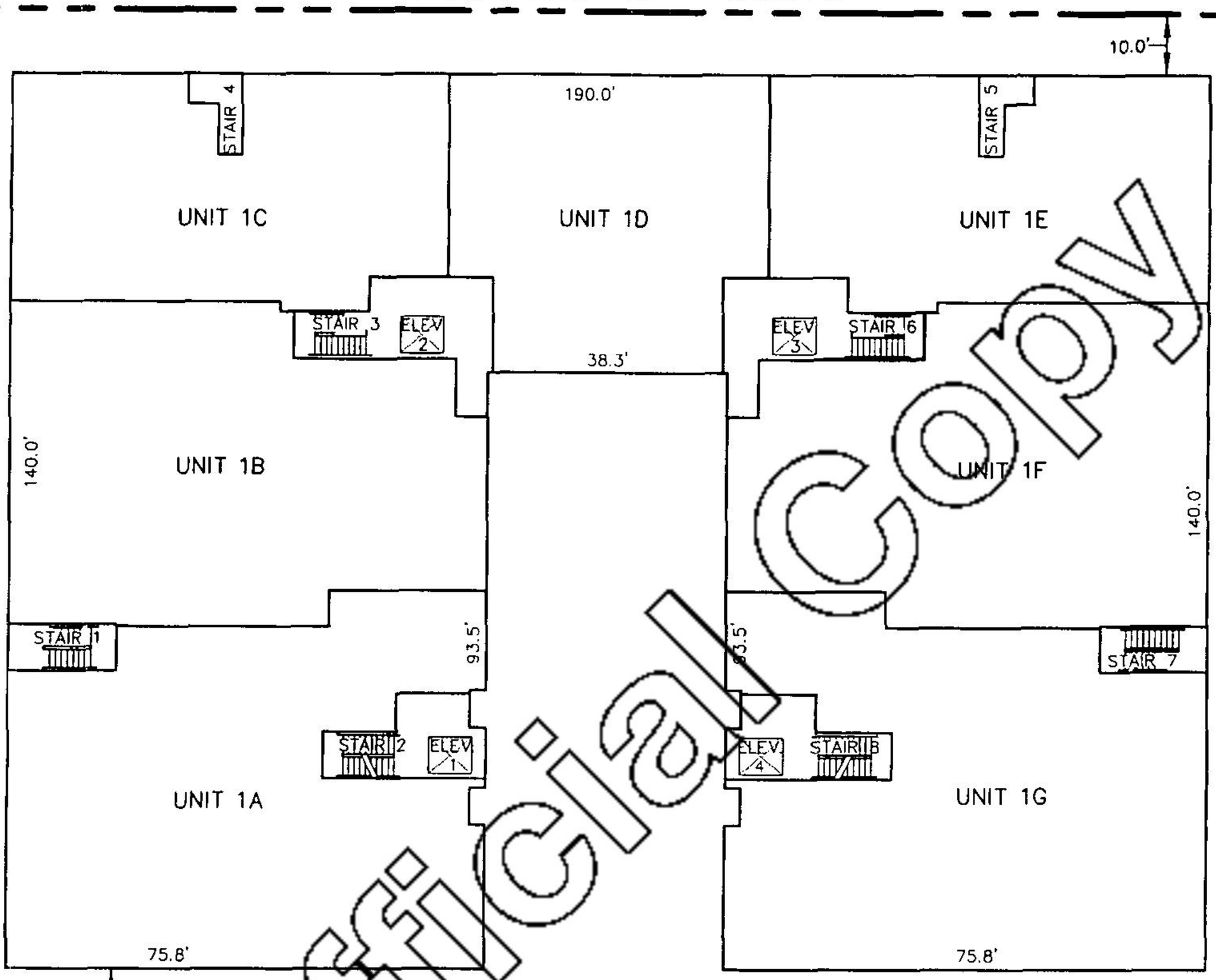
APPENDIX "D"
BUILDING 6615
SITE PLAN



S 89°44'30" E 510.79'



N 89°44'30" W 511.25'

BANDERA AVENUE

LEGEND

PROPERTY LINE

Unofficial Copy

SHEET 10 OF 20

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DWG FILE: 2609B-07.458CP1A.DWG

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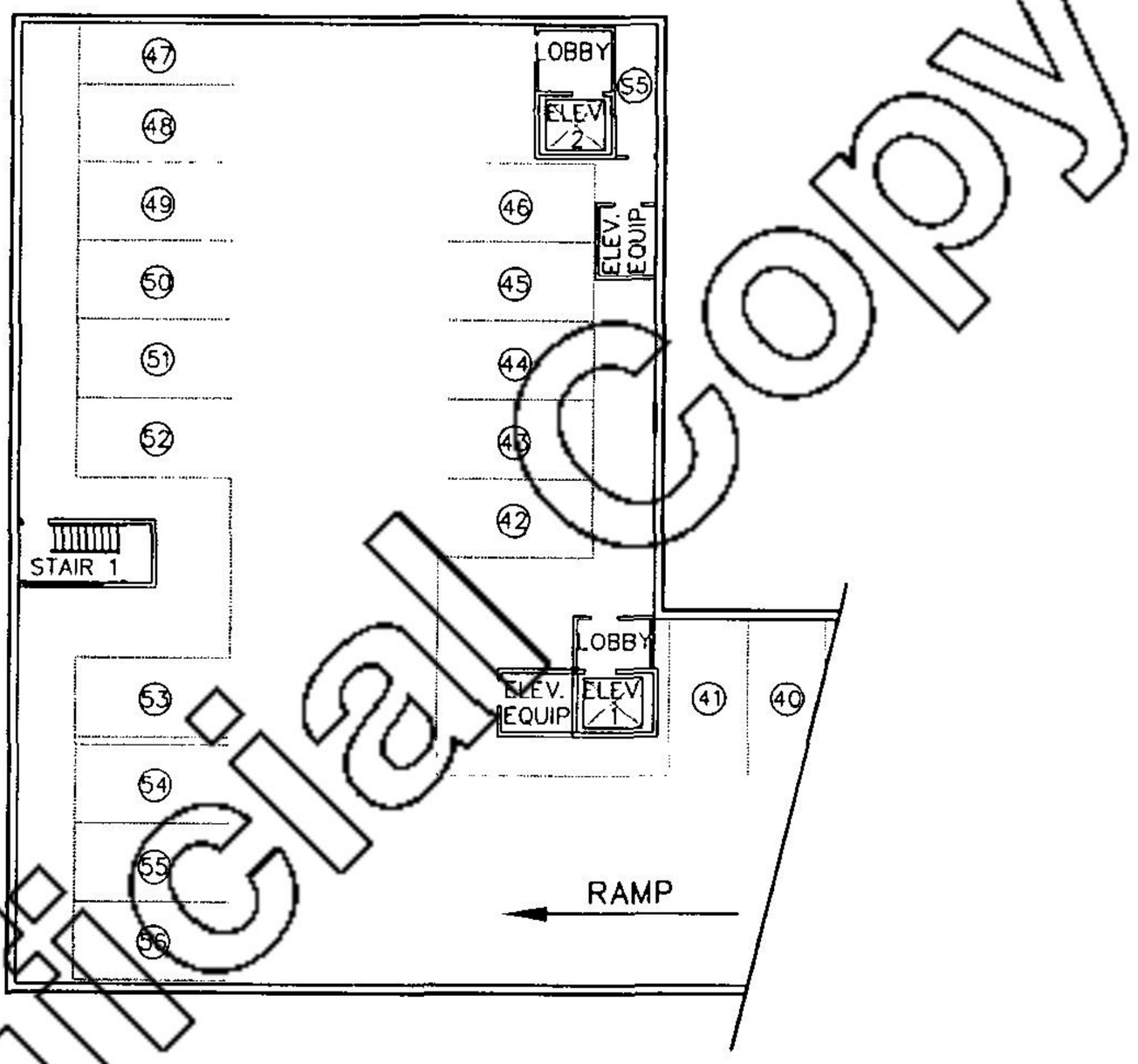
APPENDIX "D"
BUILDING 6615
PARKING - SUB LEVEL TWO



Unofficial Copy

LEGEND

(#) PARKING SPACE

(S#) STORAGE SPACE

Note: The elevation of this floor are between 77.4' and 87.4' based on a finished floor elevation of 100.0' at ground level.

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DWG FILE: 2609B-07.458CP1A.DW

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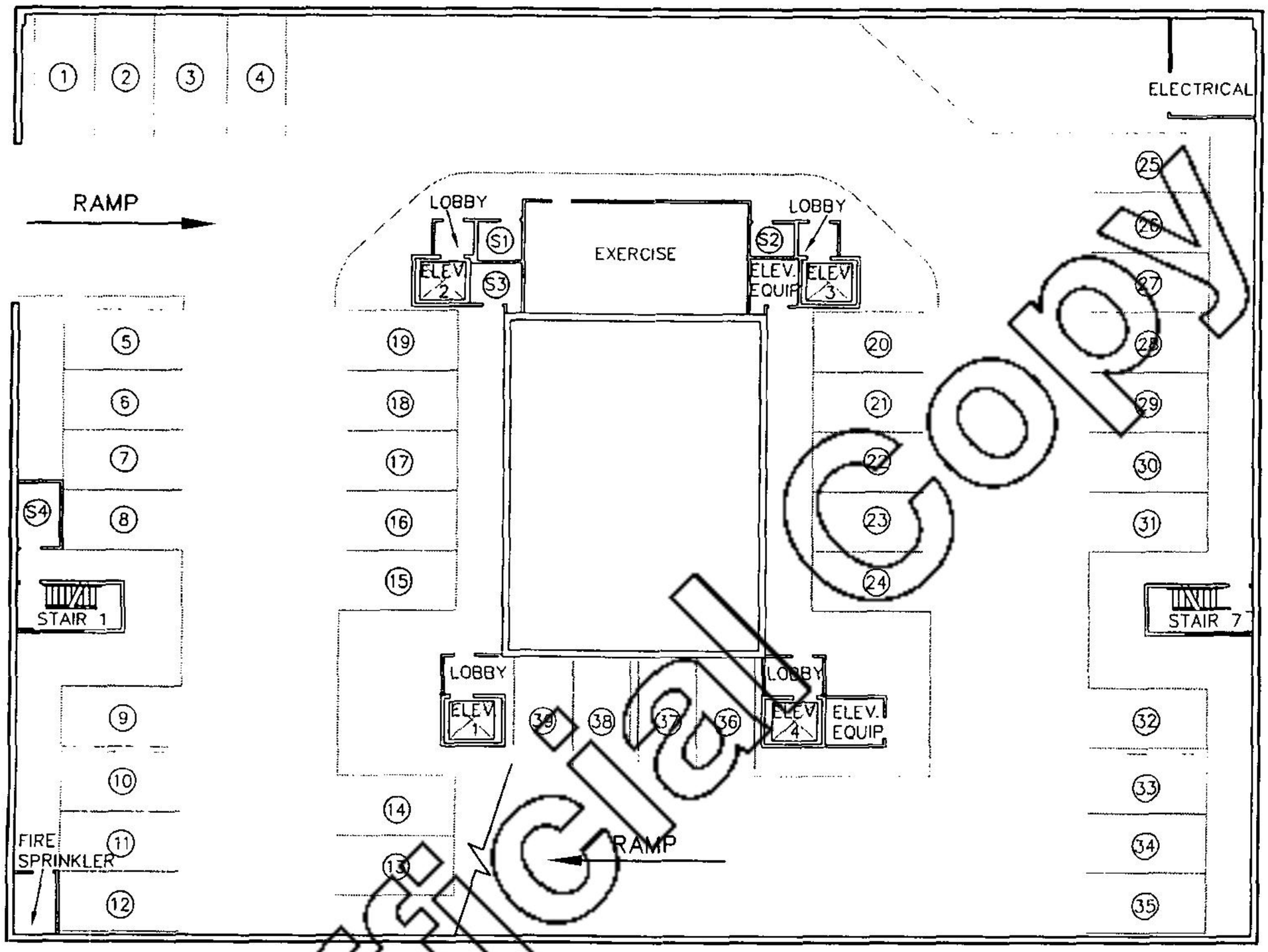
APPENDIX "D"
BUILDING 6615
PARKING - SUB LEVEL ONE



LEGEND

(#) PARKING SPACE

(S#) STORAGE SPACE

Note: The elevation of this floor are between 87.4' and 100.0' based on a finished floor elevation of 100.0' at ground level.

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SHEET 12 OF 20

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DWG

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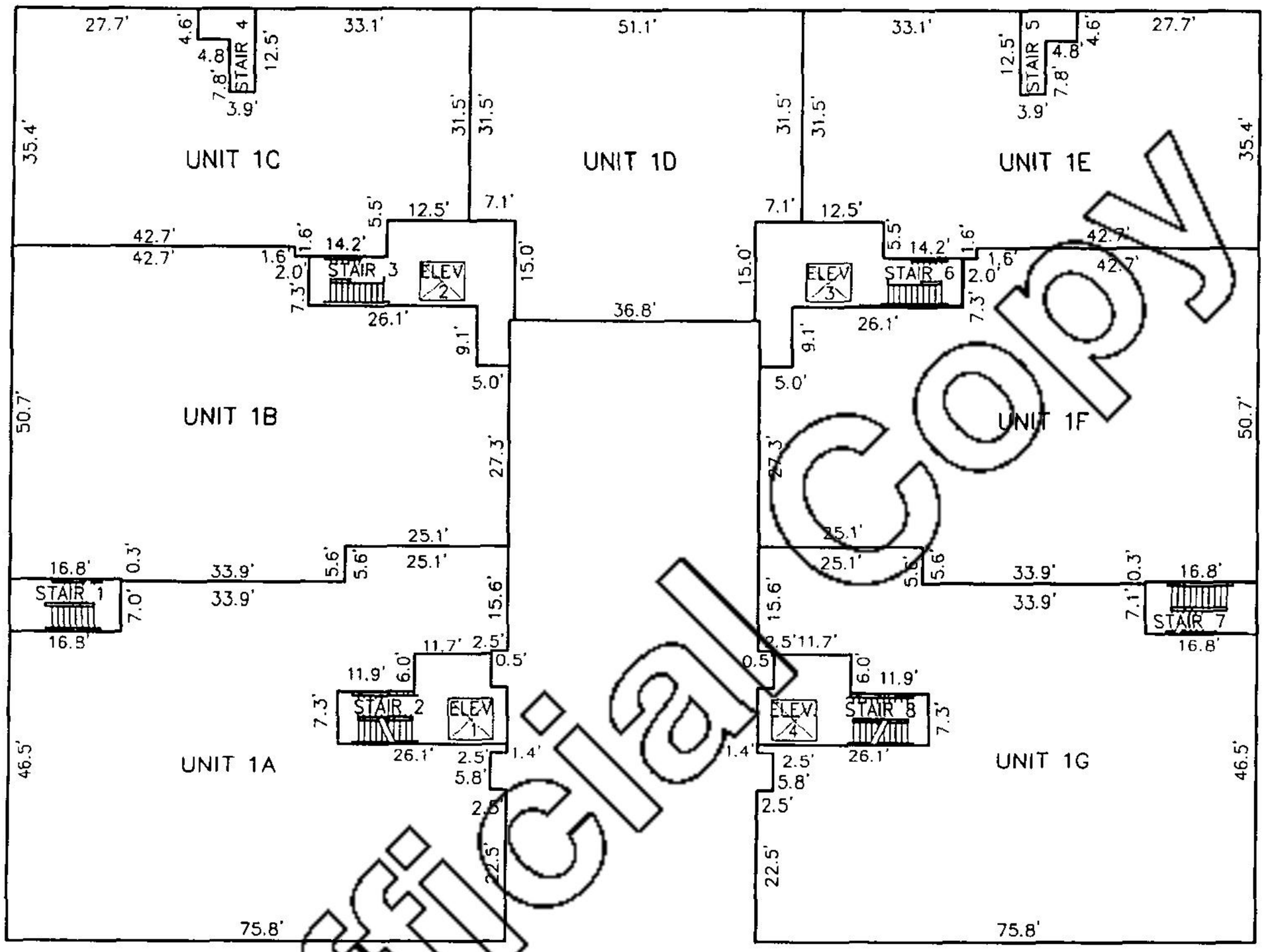
APPENDIX "D"
BUILDING 6615
FIRST FLOOR



Unofficial Copy

Note: The elevation of this floor are between 100.0' and 111.9' based on a finished floor elevation of 100.0' at ground level.

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

SHEET 13 OF 20

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DWG

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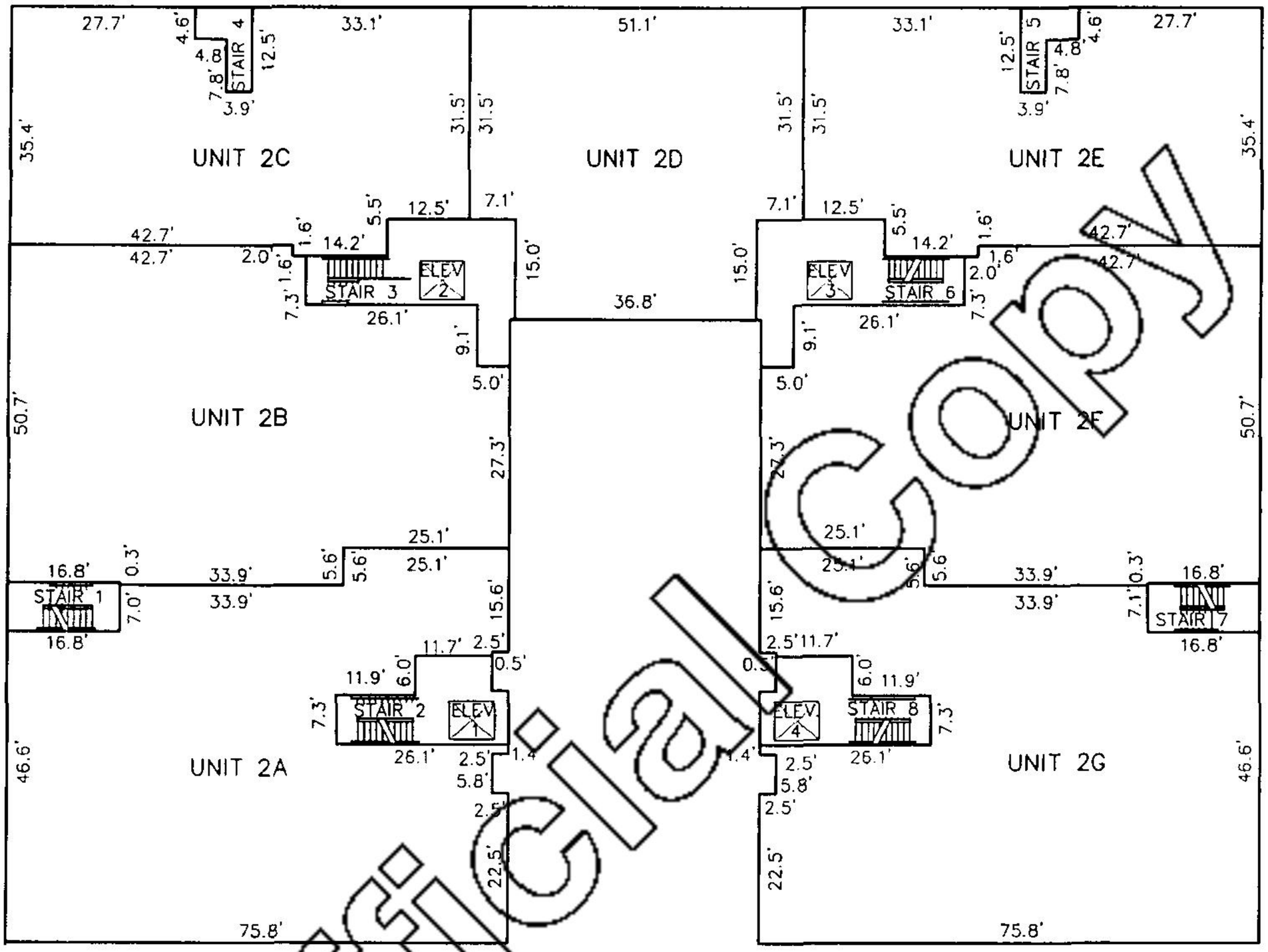
APPENDIX "D"
BUILDING 6615
SECOND FLOOR



Unofficial Copy

Note: The elevation of this floor are between 111.9' and 123.8' based on a finished floor elevation of 100.0' at ground level.

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

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LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DW

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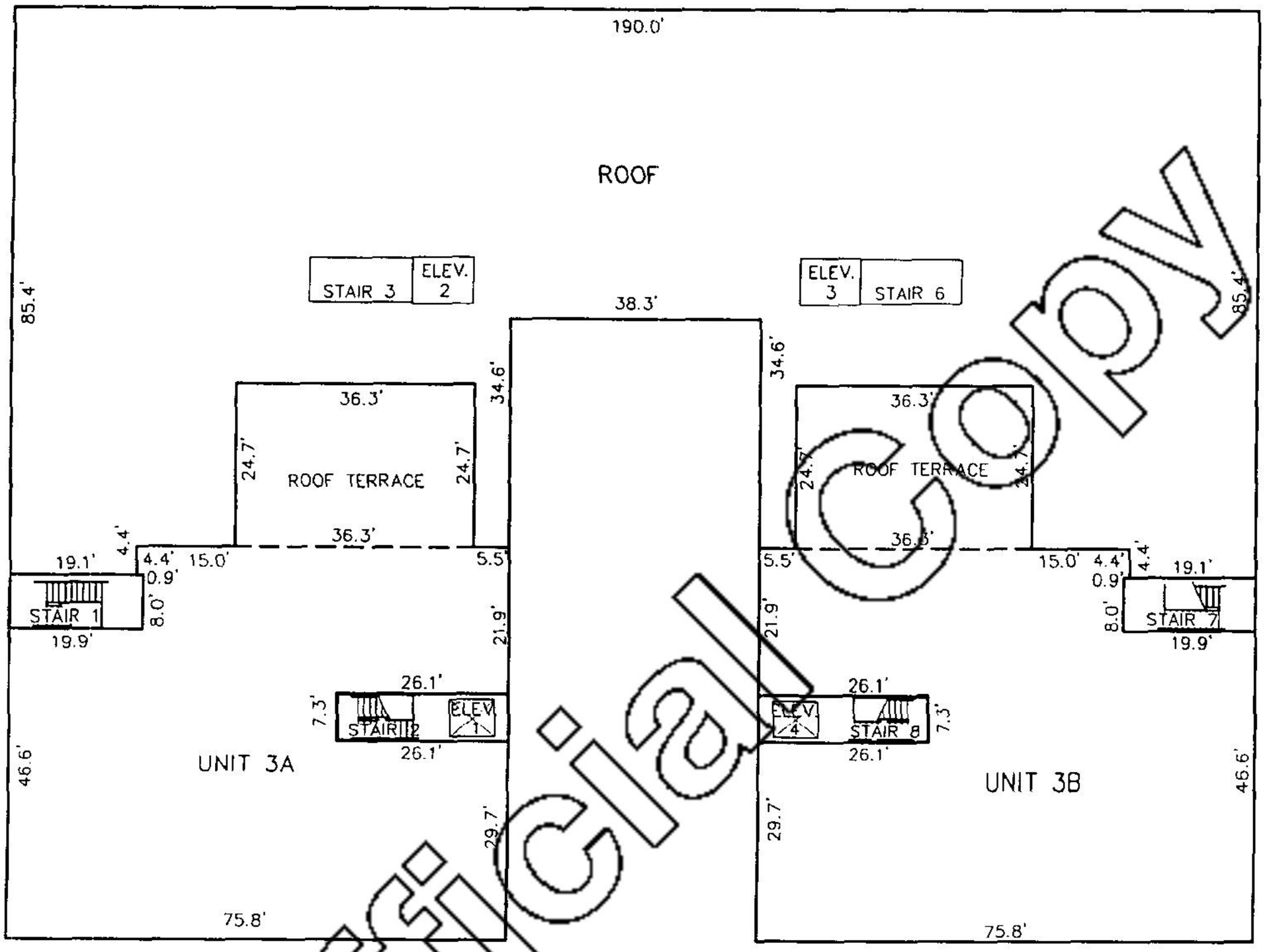
APPENDIX "D"
BUILDING 6615
THIRD FLOOR



Unofficial Copy

Note: The elevation of this floor are between 123.8' and 135.7' based on a finished floor elevation of 100.0' at ground level.

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
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JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DWG

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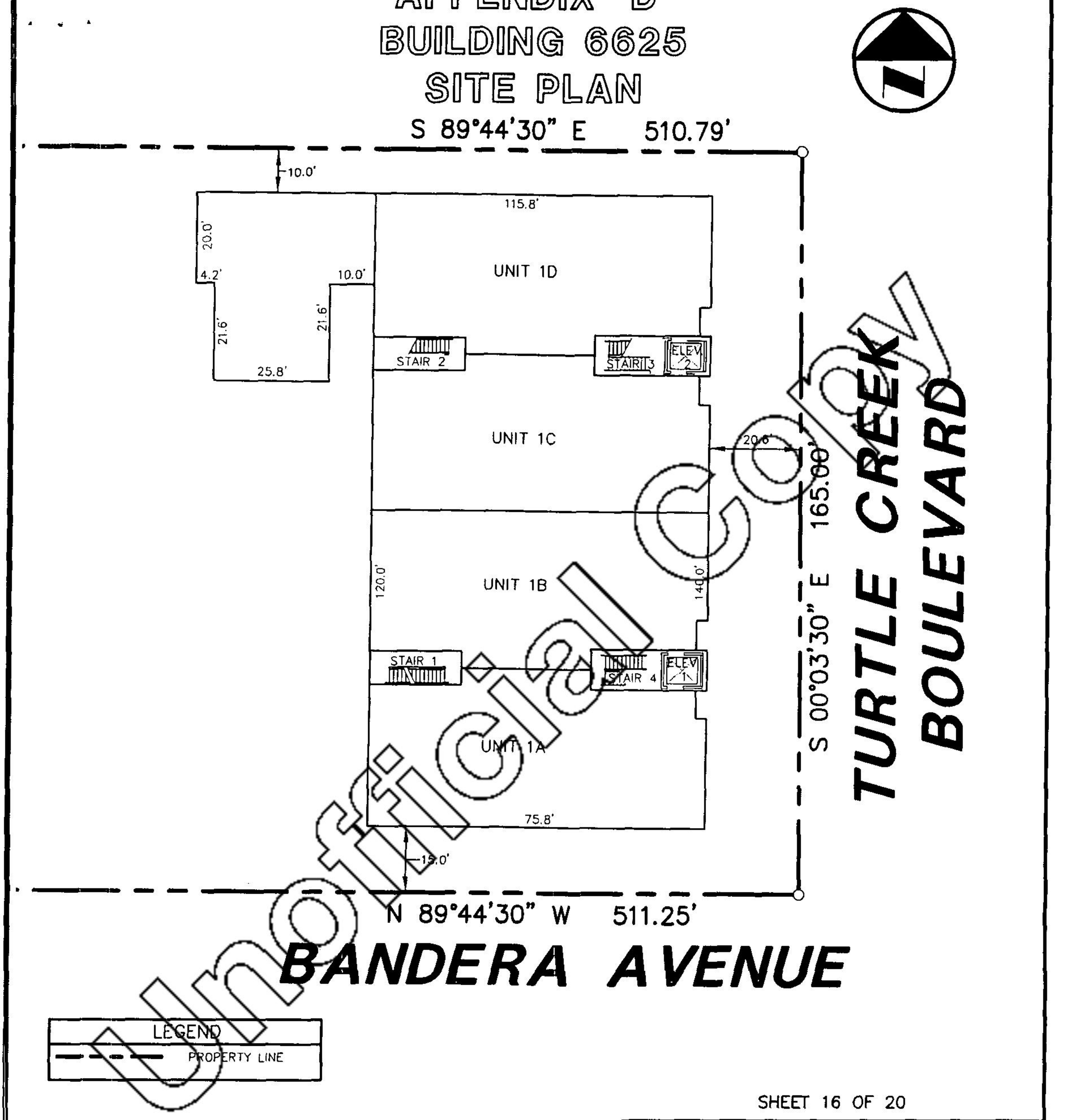
APPENDIX "D"
BUILDING 6625
SITE PLAN



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SHEET 16 OF 20

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DWG

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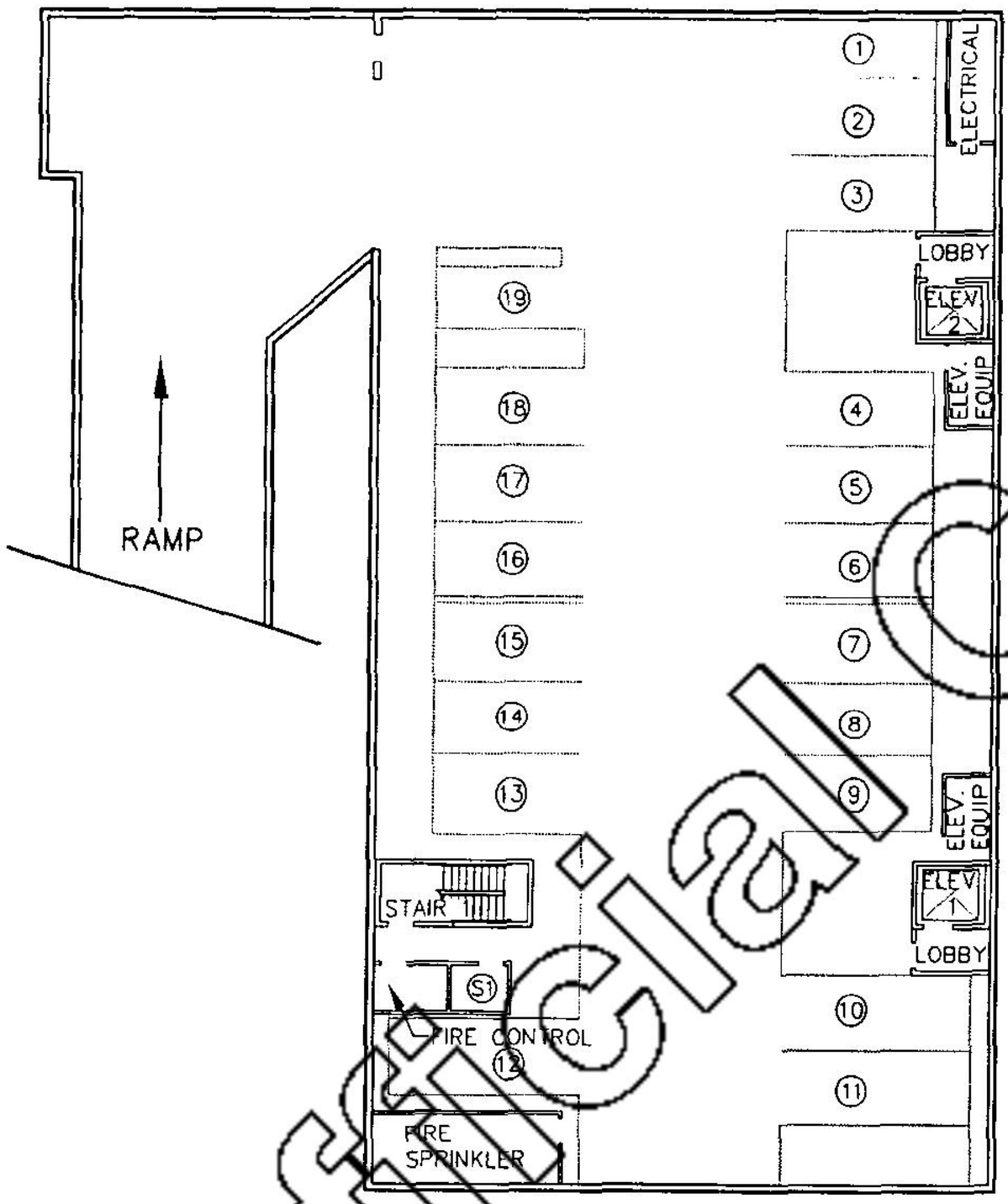
APPENDIX "D"
BUILDING 6625
PARKING - SUB LEVEL ONE



LEGEND

(#) PARKING SPACE

(S#) STORAGE SPACE

Note: The elevation of this floor are between 86.8 and 100.0' based on a finished floor elevation of 100.0' at ground level.

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SHEET 17 OF 20

Pacheco Koch Consulting Engineers

8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DWG

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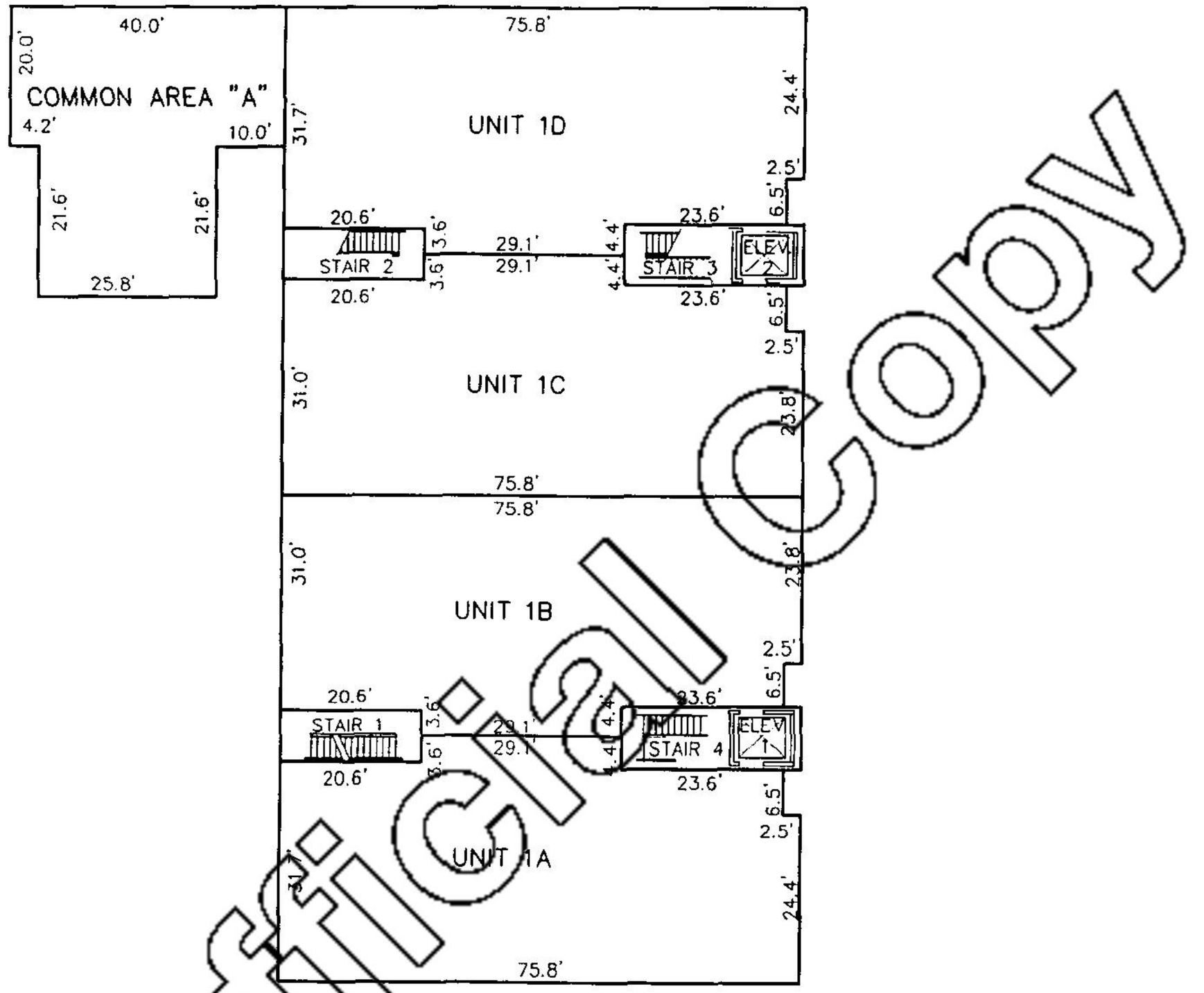
APPENDIX "D"
BUILDING 6625
FIRST FLOOR



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Note: The elevation of this floor are between 100.0' and 111.9' based on a finished floor elevation of 100.0' at ground level.

SHEET 18 OF 20

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DWG FILE: 2609B-07.458CP1A.DWG

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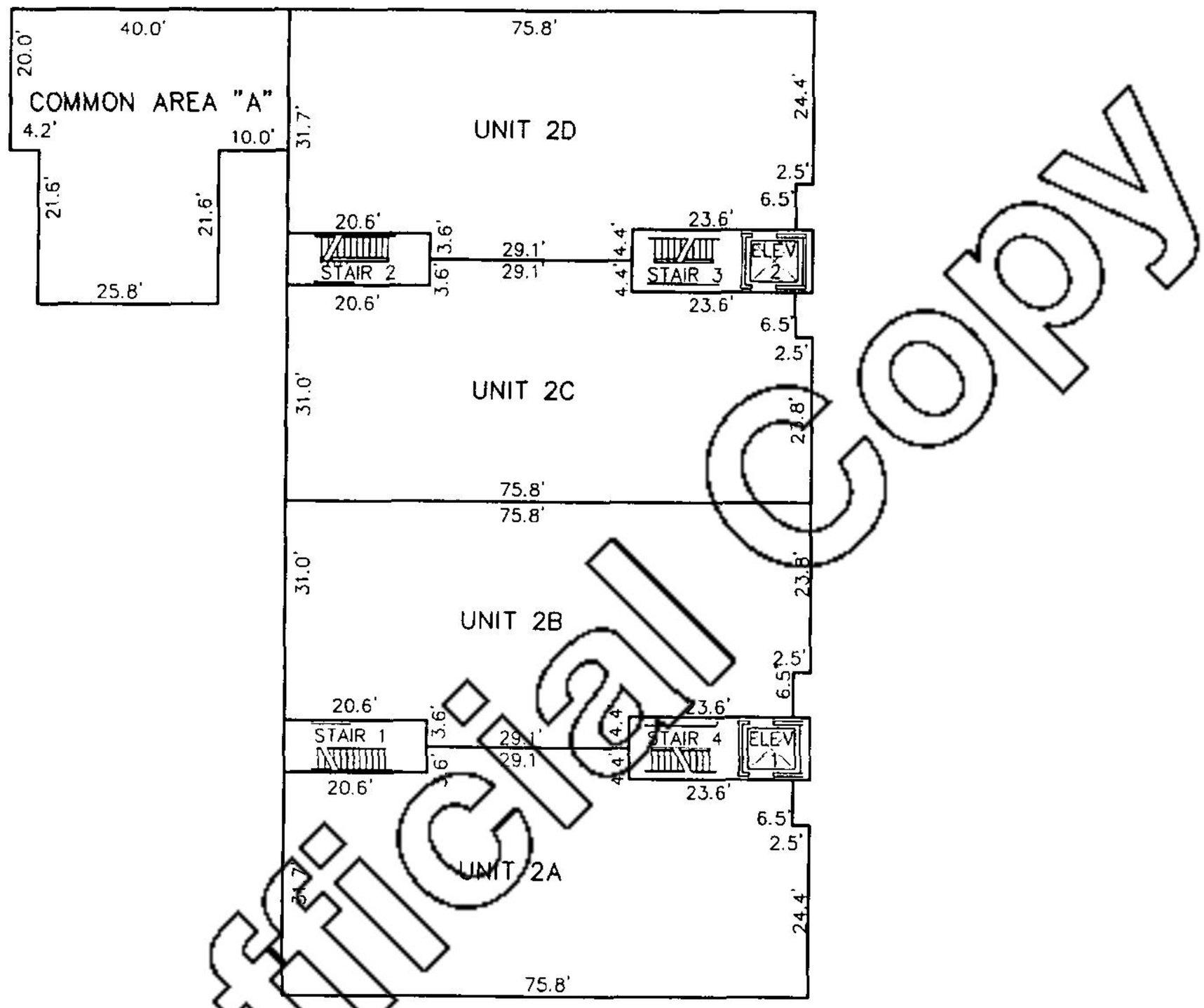
APPENDIX "D"
BUILDING 6625
SECOND FLOOR



Unofficial Copy

SHEET 19 OF 20

Note: The elevation of this floor are between 111.9' and 123.8' based on a finished floor elevation of 100.0' at ground level.

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DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DWG

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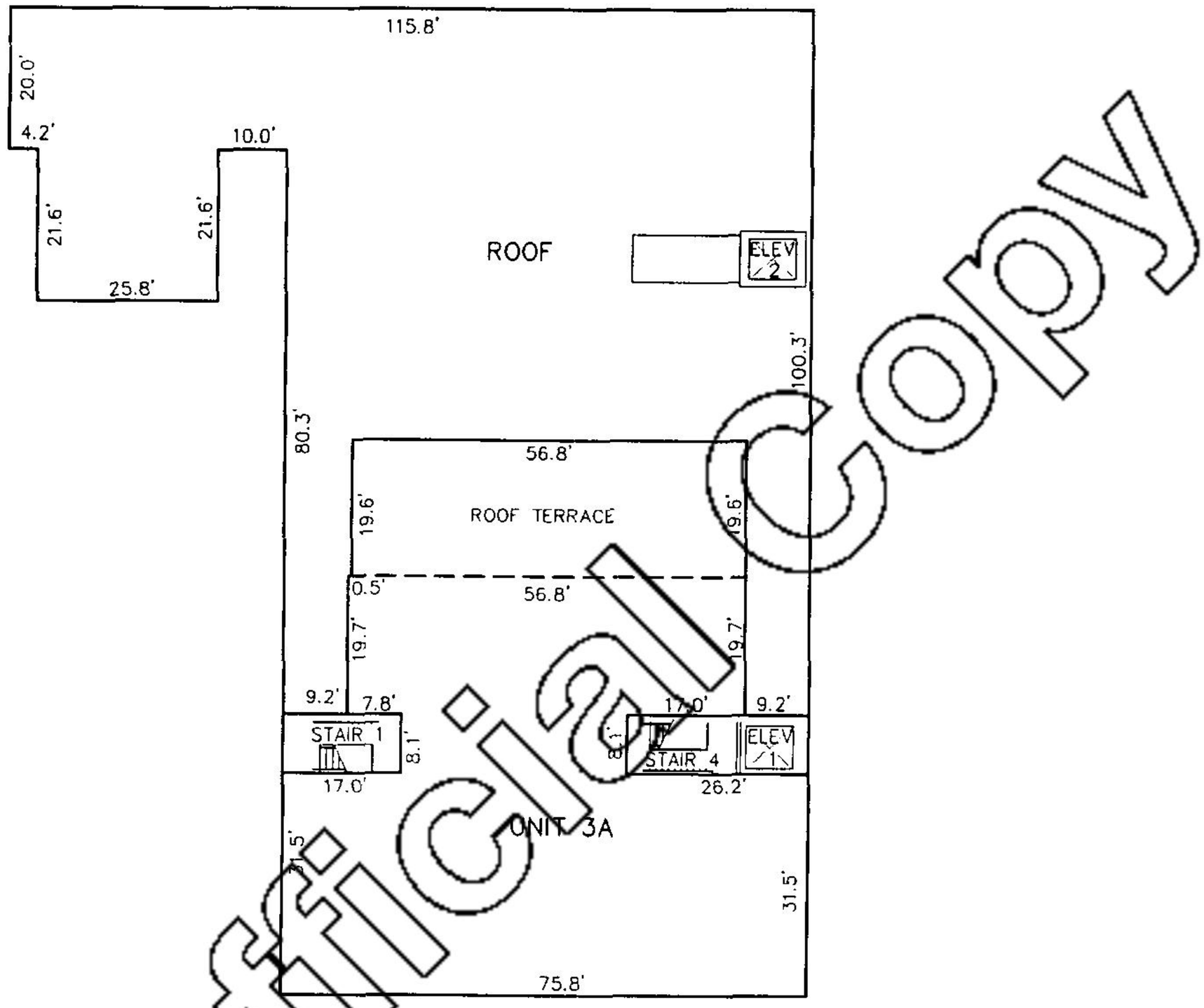
APPENDIX "D"
BUILDING 6625
THIRD FLOOR



Note: The elevation of this floor are between 123.8' and 135.7' based on a finished floor elevation of 100.0' at ground level.

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SHEET 20 OF 20

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DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	MLL	1"=30'	JAN. 2008	2609B-07.458

DREXEL PARK HOLLOW CONDOMINIUMS

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN MCDOWELL SURVEY, ABSTRACT NO. 922
LOT 8A, BLOCK 6/5464
DREXEL BANDERA ADDITION
DALLAS COUNTY, TEXAS

DWG FILE: 2609B-07.458CP1A.DWG

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