

23207

STATE OF TEXAS §
 COUNTY OF MIDLAND §

ENABLING DECLARATION OF A CONDOMINIUM REGIME

"GOLDEN PARK", MIDLAND, TEXAS

MARK DOORNENBAL, JR. (hereinafter called Developer) on this 26th day of November, 1971, hereby declares his desire to submit his property, hereinafter described, and hereafter to be known as "GOLDEN PARK", Midland, Texas, to the regime established by the Texas Condominium Act, Section 81.001, Texas Property Code; and in this DECLARATION the following quoted words and phrases shall have the meanings stated, to-wit:

(a) "PROPERTY" means and includes the land hereinafter described, owned by Developer in fee simple, and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances, belonging thereunto; and, when, as and if Developer amends this DECLARATION to declare his desire to submit additional property to this Condominium Regime, "Property" means and includes the land described in any such amendment;

(b) "BUILDINGS" includes the principal structures, denoted by the letters A, B, C, et. seq., erected upon the land hereinafter described.

(c) "CONDOMINIUM PROJECT" means the land hereinafter described and Buildings A, B, C, et. seq., erected thereon; and, when, as and if Developer amends this DECLARATION to submit additional property to this Condominium Regime, "Condominium Project" means the aggregate of property and buildings covered by this DECLARATION and its amendments.

(d) "CONDOMINIUM" means the separate ownership of single units or apartments in the Condominium Project;

(e) "APARTMENT" means the enclosed space consisting of one or more rooms designed for residence occupying a part of the building denoted by the numerals 1 et. seq. in respect of each building, and the space lying between such enclosed space and, if any, the carport building denoted on the plats as yard, and the enclosed storage space in the Carport Building which can be entered only from the said yard;

(f) "DEVELOPER" means Mark Doornenbal;

(g) "DECLARATION" means this instrument;

(h) "CO-OWNER" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who from time to time owns or in the aggregate owns an apartment within the condominium project;

(i) "COUNCIL OF CO-OWNERS" means the co-owners as defined in (h), above, the Council having as many votes as there are apartments within the condominium project;

(j) "MAJORITY OF CO-OWNERS" means the co-owners with 51% or more of the votes weighted so as to coincide with percentages or fractions assigned in this DECLARATION, Exhibit "C" hereto;

(k) "PERSON" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof;

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(1) "GENERAL COMMON ELEMENTS" means and includes:

- (1) the open areas among the buildings within the property herein, the general utility easements, the swimming pool, the laundry room and the gazebo.
- (2) the premises for the lodging of janitory and groundkeepers or persons in charge of the Condominium Project;

When, as and if Developer amends this DECLARATION to declare its desire to submit a specific tract of land improved with, or capable of being improved with, a garden or gardens, putting green, a community house, tennis court or courts, shuffle board, and croquet court or courts, the said specific tract;

- (4) all other elements of the Condominium Project desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime;

(m) "LIMITED COMMON ELEMENTS" means and includes:

- (1) the unoccupied land behind the curb line of a private street, or a parking space and private alley which is not an apartment or carport building, limited to the building or buildings erected on the block of land;
- (2) the foundations, bearing walls and columns, basements and roofs of buildings, limited to the building of which they are structural members;
- (3) the compartments or installation of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, and the like in a building or buildings and carport building, limited to the building or buildings which they serve;
- (4) the garbage disposal devices or installations for common use of co-owners of a building limited to the building served;
- (5) all other elements of a building or group of buildings desirable or rationally of common use or necessary to the existence, upkeep and safety of a building or buildings;

(n) "CARPORT BUILDINGS" means, in the event they are ever built, the covered, rectangular substructures, denoted by letters A, B and C, erected on the alley lines and enclosing vehicular parking spaces denoted by the numerals 1 et. seq. and storage spaces and, when, as and if Developer amends this DECLARATION to submit additional property to the Condominium Regime, "Carport Buildings" include all such substructures denoted by the letters "D" et. seq. enclosing parking spaces numbered consecutively through the Condominium Project.

The terms and provisions of this DECLARATION are divided, for convenience, into the following paragraphs, and shall govern, control and regulate this Condominium Project and Regime and shall be and constitute covenants running with the property, binding upon and inuring to the benefit of Developer, Co-Owners and their respective heirs, successors, legal representatives and assigns:

(1) The property is legally described as follows:

Being all of LOT ONE (1), BLOCK ONE-A (1-A); all of LOT ONE (1), BLOCK TWO-A (2-A) and all of LOT ONE (1), BLOCK THREE-A (3-A), WCCA-TAN ADDITION SECTION 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 3, Plat Records, Midland County, Texas;

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and is depicted on the plat Exhibit "A", hereto, enclosed by a solid line.

(2) EXHIBIT "A" depicts each building denoted by the letters A, B, C, et. seq. Each building is divided into apartments denoted by the numerals 1 et. seq. in respect of each building, depicted on Exhibit "A", of varying square footages depending on whether the apartment is or will be enclosed on the two-bedroom or three-bedroom plan, and separated one from another by the dashed lines on the plat extending from the front of the building, through the common wall and yard fence to the alley wall of the storage building.

(1) (3) THE GENERAL COMMON ELEMENTS are those defined in Section (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), (14), (15), (16), (17), (18), (19), (20), (21), (22), (23), (24), (25), (26), (27), (28), (29), (30), (31), (32), (33), (34), (35), (36), (37), (38), (39), (40), (41), (42), (43), (44), (45), (46), (47), (48), (49), (50), (51), (52), (53), (54), (55), (56), (57), (58), (59), (60), (61), (62), (63), (64), (65), (66), (67), (68), (69), (70), (71), (72), (73), (74), (75), (76), (77), (78), (79), (80), (81), (82), (83), (84), (85), (86), (87), (88), (89), (90), (91), (92), (93), (94), (95), (96), (97), (98), (99), (100).

(4) THE LIMITED COMMON ELEMENTS are those defined in Section (m).

(5) THE PERCENTAGE INTEREST which each apartment bears to the entire Condominium Regime is expressed in Exhibit "B" hereto.

(7) THE BY-LAWS governing the administration of the buildings in this Condominium Regime as adopted by Developer in its capacity as sole owner are attached hereto as Exhibit "C".

(8) THE BOUNDARIES of each apartment are the interior finished surfaces of the perimeter walls, floors and ceilings of the residential and storage rooms and of the fences enclosing the yard. The boundaries of the apartment or of the apartment reconstructed in Substantial accordance with the original plans thereof, as they from time to time physically exist, shall be its boundaries regardless of settling, rising, or lateral movement of the building and regardless of variations between boundaries shown on the plat and those of the buildings. Each apartment includes the interior construction, fixtures, equipment and appliances designed and intended solely for the use and benefit, exclusively, of the occupant of that apartment in or to which the same are located or attached (and which are not designed or intended for the benefit, support, service, use or enjoyment of any other apartment such as, for examples, the interior room wall and other non-bearing and not-supporting interior partitions, the interior floor finish including carpeting and other floor covering, the finished walls and ceilings, the closets, cabinets and shelves, the sills adjoining the walls, the individual lighting and electrical fixtures and appliances, the individual kitchen and bathroom fixtures, equipment, appliances and plumbing, the individual air conditioning appliances and equipment, all glass or glass plate in any window or forming part of any wall in or of the apartment and all interior and exterior doors of the apartment.

(9) THE COMMON ELEMENTS, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership.

(a) Limited Common Elements defined in Section (m) (1), above, shall be owned in undivided fractions by the Co-owners of apartments in the buildings to which such elements are limited, the numerator of each fraction being 1 and the denominator being the number of such apartments and the sum of the fractions is 1.

(b) Limited Common Elements defined in Section (m) (2), (3), (4) and (5), above, shall be owned in undivided fractions by the co-owners of apartments in the building to which such elements are limited, the numerator of each fraction being 1 and the denominator being the number of such apartments and the sum of fractions is 1.

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(c) The fractions and percentage of the common elements allocated to each apartment shall not be conveyed separately from the apartment and visa versa and any conveyance of an individual apartment shall be deemed to convey also the undivided interest of the owner in the common elements, both general and limited, appertaining to said apartment without specifically or particularly referring to the same.

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(10) AN APARTMENT OWNER shall have an exclusive ownership to his apartment; and shall have a common right to a share, with all other co-owners, in the General Common Elements, and with similar co-owners in the Limited Common Elements of the property. Each co-owner may use the General Common Elements held in common with all other co-owners, and the Limited Common Elements he owns in common with the co-owners therein in accordance with the respective purposes for which they are intended as expressed herein without interfering or encroaching upon the lawful rights of the other co-owners, respectively. Use extends to each co-owner, members of his or their immediate family or families, his tenant or lessee and members of the tenant or lessee's immediate family, and guests and visitors of co-owner or tenant. Use may be regulated by the Council of Co-Owners pursuant to the By-laws.

(11) AN EASEMENT shall exist in each apartment and in each portion of the Common Elements for the benefit of each co-owner, the City of Midland and each utility company for the installation, maintenance, repair, removal or replacement of any and all utility lines, pipes, wires, conduits, facilities and equipment serving the Condominium project and each apartment.

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(12) THE ADMINISTRATION of the Condominium Project shall be governed by the said By-laws which may be amended from time to time by the Council of Co-owners.

(13) ASSESSMENTS:

(a) All co-owners are bound to contribute pro rata toward the expense of administration and of maintenance and repairs of the General Common Elements and, in the proper cases, of the Limited Common Elements, and toward any other expenses agreed upon by the Council of Co-owners, all when incurred pursuant to the said By-laws, and becoming assessments when incurred. No co-owner shall be exempt from contributing to such expenses by waiver of the use or enjoyment of the common elements, either general or limited, or by abandonment of the apartment belonging to him.

(b) Upon the sale or conveyance of any apartment, all unpaid assessments against the conveying co-owner for his pro-rata share of such expenses shall first be paid out of the sale price or other proceeds of the conveyance or by the purchaser or other person to whom such conveyance runs in preference over any other assessments or charges of whatever nature except the following:

(i) All liens for taxes or special assessment levied by the county, state, and/or federal government or any political subdivision or special district thereof within the boundaries of which the project property is located; and

(ii) All liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record.

(c) An assessment for his pro-rata share of expenses is the personal debt of the co-owner and is a lien on his

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apartment to secure payment of each assessment. Each co-owner by virtue of his ownership gives the lien with the terms and provisions of Exhibit "D", hereto, being the Texas form of Deed of Trust.

(14) Without limiting the right of any co-owner, action may be brought by the Board of Administration or other person designated by the By-laws or the Council of Co-owners, in either case in the discretion of the Council of Co-Owners, on behalf of two (2) or more of the co-owners, as their respective interest may appear, with respect to any cause of action relating to the common elements of more than one apartment.

(15) If the net proceeds received by the Council of Co-Owners from a judicial foreclosure sale or from a sale under said deed of trust are insufficient to pay the sum of assessments against the former co-owner, the deficiency shall not be a charge or assessment upon the purchaser at any such sale, and if uncollectible from the former co-owner, shall be a common expense assessed all remaining co-owners including, for this purpose of assessment, the purchaser at such sale.

(16) CERTIFICATE OR STATEMENT OF ASSESSMENTS: A prospective purchaser or mortgagee of an apartment, at the request of the selling co-owner, shall be entitled to a certificate or statement of unpaid assessments to a date certain. Such purchaser or mortgagee shall not be liable, nor shall the subject apartment after such sale or mortgage be liable or subject to any lien, for any unpaid assessments in excess of the amount certified or stated to the date stated. If such excess is uncollectible from the former co-owner, it shall be a common expense assessed all remaining co-owners excluding, for this purpose of assessment, the said purchaser or mortgagee.

(17) PROPERTY INSURANCE. The Board of Administration shall have the authority to and shall obtain and maintain in effect blanket property insurance to insure the buildings, structures and apartment units in or on the project property, and the owners thereof, against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and against risks of whatever character, without prejudice to the right of each unit owner to insure his apartment unit on his own account and for his own benefit. Such insurance may be written in the name of and the proceeds thereof may be payable to the Managing Agent or the Board of Administration or any person designated in the By-laws or by the Council of Co-owners, as trustee for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements and as their respective interests may appear, as established in the DECLARATION. Each Unit Owner, and his mortgagee, if any, shall be a beneficiary of such insurance, in the percentage of his ownership interest in the common elements, as aforesaid, even though not expressly named in the policy as an insured or beneficiary. All costs, charges and premiums for such insurance shall be "common expenses", and each Unit Owner shall pay his pro-rata share thereof as in the case of other common expenses, as in this DECLARATION provided for.

(18) RECONSTRUCTION - APPLICATION OF INSURANCE PROCEEDS.

(A) In case of any injury or damage to or destruction of any part of the project property covered by insurance, the insurance indemnity and proceeds shall, except as provided in sub-paragraph (b) below, be applied to reconstruct or repair the building or property so damaged or destroyed, and if such insurance indemnity or proceeds collected shall exceed the total cost of such reconstruction or repair, then unless the contract of insurance or the By-laws, as existing or hereafter amended, shall specify otherwise, the Board of Administration or other agent or person named as Trustee in the policy of insurance and collecting said proceeds, shall pay over such excess as follows:

(a) If the damage, injury or destruction affected only the Common Elements and no part of any individual apartment or

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parking space suffered any injury, damage or destruction, as determined by the Board of Administration, then such excess shall be paid to the Unit Owners and their respective mortgagees, if any, according to their respective interests in the insurance as established in this DECLARATION.

(b) In the event the damage, injury or destruction does not affect or extend to any of the Common Elements and affects only individual apartments or parking spaces, as determined by the Board of Administration, then such excess shall be paid over to the Unit Owners suffering such damage or destruction and their respective mortgagees, if any, as their respective interests may appear.

(c) In the event the damage, injury or destruction affects both Common Elements and any individual apartment or parking space, then a percentage of such excess in the proportion that the total cost of repairing or restoring the Common Elements, as determined by the Board of Administration, bears to the total cost of repairing and reconstructing all of the property injured, damaged or destroyed, shall be paid over to all of the Unit Owners and their respective mortgagees in the ratio of their respective interest in the insurance as established in this DECLARATION, and the remainder of such excess shall be paid over to the Unit Owner or owners suffering such damage, injury or destruction, and their mortgagees, as their respective interests may appear.

(B) Reconstruction or repair shall not be compulsory where it comprises the whole or more than two-thirds (2/3) of the building as determined by the Council of Co-owners. In such case, and unless unanimously agreed upon by all of the Unit Owners, the insurance indemnity collected shall be delivered and paid pro-rata to the Unit Owners and their respective mortgagees, if any, as their respective interests may appear, entitled to it in accordance with their percentage interest as set forth in this DECLARATION.

(C) Where the insurance indemnity is insufficient to cover the cost of reconstruction and reconstruction is required as provided for herein and in the Act, the building or reconstruction costs in excess of the insurance proceeds shall be paid by all unit owners directly affected by the damage, in proportion to their respective percentage interests in the Common Elements as set forth in this DECLARATION, or as may be provided for in the By-laws, and if one or more of the unit owners comprising the minority shall refuse to make such payments, the majority may proceed with the reconstruction at the expense of the Unit Owners benefited thereby, upon proper resolution setting forth the circumstances of the case and the cost of the work, as provided for in the Act. The provisions of this sub-paragraph may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster occurs, as provided for in the Act.

(19) PUBLIC LIABILITY AND OTHER INSURANCE. The Board of Administration shall also have the authority to and shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner and the Council of Co-Owners, Board of Administration, manager and managing agent (temporary or permanent) from and against liability in connection with the Common Elements, and all costs, charges and premiums for all such insurance shall be common expenses. Each Unit Owner shall pay his pro-rata share for such insurance as in the case of other common expenses.

(20) INDIVIDUAL INSURANCE. Each Unit Owner shall be responsible at his own personal cost and expense, for his own personal insurance on the contents of his own apartment, and his additions and

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improvements thereto, and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the project property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the common expenses as above provided.

(21) EASEMENTS AND ENCROACHMENTS.

(a) If any portion of the Common Elements shall actually encroach upon any Apartment, or if any apartment shall actually encroach upon any portions of the Common elements, as the Common Elements and Units actually and physically exist, or as shown by the respective survey plats attached hereto, then there shall be deemed to be mutual valid easements for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the apartment building is totally or particularly destroyed, and then rebuilt, the owners of the condominium apartments agree that all encroachments of or upon the Common Elements and facilities due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

(b) To the extent that equipment, facilities and fixtures within any apartment shall be connected to similar equipment, facilities and fixtures serving or affecting other apartments or the common elements then reciprocal easements for the maintenance of same shall exist, and the use thereof by the individual unit owners shall be subject to such rules and regulations as the Council of Co-owners or the Board of Administration shall adopt in respect thereto. All workman and other persons authorized by the Council of Co-Owners, the Board of Administration or the manager or managing agent, shall be entitled to reasonable access to the individual apartment units as may be required in connection with the maintenance, repairs or replacements of or the common elements or any equipment, facilities or fixtures affecting or serving other apartments or the Common Elements.

(22) ALTERATIONS, ADDITIONS AND IMPROVEMENTS. No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Council of Co-owners or the Board of Administration authorized to grant such approval. No unit owner shall make any structural modification or substantial alterations in his apartment unit or the installations located therein except in the manner and pursuant to the provisions of the By-laws.

(23) SEPARATE TAXES. Taxes, assessments and other charges of the state or of any political subdivision, or of any special improvement district, or any other taxing or assessing authority, shall be assessed against and collected on each individual apartment, which shall include the parking space and its percentage or fractional common elements, each of which shall be carried on the tax books as a separate and distinct entry for that purpose, and not on the property as a whole as more particularly provided for in the Act.

(24) SEPARATE MORTGAGE. Each Unit Owner shall have the right to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. ~~No Unit Owner shall have the right to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or to cause to be made or created any mortgage, encumbrance or lien on or affecting the~~

project property or any part thereof, except only to the extent of his individual apartment unit which includes his respective undivided interest in the Common Elements.

(25) RESTRICTIONS. The Condominium Project is hereby impressed, on only this date forward, with the following restrictions, protective covenants and conditions for the benefit of each apartment:

- (a) All apartments shall be used and occupied for residential purposes only.
- (b) All apartments shall be used and occupied for single-family residences only, and no apartment shall be altered, remodeled, subdivided or converted into more than one single-family residence.
- (c) No apartment shall be used or occupied for any professional, office, business or commercial purpose nor for any other non-residential purpose.
- (d) No apartment shall be rented for transient or hotel purposes which is defined as (i) a rental for a period of less than 30 days or (ii) a rental during which the renter is furnished customary hotel services such as room service for food or beverage, maid service, laundry, linen or bellboy service. Subject to such limitations and subject to the provisions of Paragraph (26), a co-owner may rent or lease his apartment, furnished or unfurnished, for residential purposes.
- (e) All garbage shall be disposed of in the garbage disposal facilities provided each building.
- (f) No signs or posters of any kind shall be placed on any part of the Condominium Project except as authorized by the Board of Administration and except that Developer may erect and maintain signs to advertise and attract attention to the project for so long as Developer owns any apartment which is for sale.
- (g) Notwithstanding any restriction, covenant or condition in this Paragraph (25) contained, Developer may use an apartment as a "model apartment" for display to the public or for use as a sales office for so long as Developer owns any apartment which is for sale.

(26) AMENDMENTS. Except as hereinbelow provided, the provisions of this DECLARATION shall not be changed or amended except with the written consent of each co-owner. Each amendment, agreed upon by all co-owners as aforesaid, shall be filed for record in the same manner as the filing of this DECLARATION.

Provided, however, that the Developer as a co-owner reserves and shall at all times have the unconditional right to amend this DECLARATION, without consent or approval of any other co-owner, for the purpose of correcting any obvious typographical error in this DECLARATION, or for the purpose of making this DECLARATION comply with the mandatory provisions of the Act, if the same shall be deficient in any such respect, or for the purpose of redefining, redesigning, rearranging or replatting the boundaries and dimensions of any apartment or apartments, owned by it, or any part thereof, in order to make more or fewer apartments out of the same or to increase or decrease the size, shape or dimensions of any such apartments owned by it, or any parts thereof, or for the purpose of re-apportioning or re-allocating the percentage interest in the Common Elements as between any two (2) or more apartments owned by Developer, provided, however, that the aggregate interest in the Common Elements to be allocated to the apartments after such re-definition, re-description, re-arrangement or replatting of apartments, or reapportionment or

re-allocation of interest in the Common Elements, shall be the same as the aggregate interest in the common elements allocated to the apartments so affected as set out in Exhibit "B" of this DECLARATION, and provided further, that whether the size, shape, square footage, dimensions or interest in the Common Elements or any apartment which Developer has sold shall be changed, altered or modified by any such amendment to this DECLARATION by Developer. The rights of amendment hereby reserved by Developer shall exist notwithstanding anything in this DECLARATION contained which may appear to be to the contrary.

(27) REMEDIES. In the event of any default by any co-owner under the provisions of the Act, Declaration, By-laws or rules or regulations of the Council of Co-Owners, the Board of Administration and/or the Council of Co-Owners, or their authorized representative, shall have each and all of the rights and remedies which may be provided by the Act, Declaration, By-laws, or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting co-owner and/or others for enforcement of any lien or to enforce compliance with the particular matter in respect to which default was made, by injunctive relief or otherwise or for the collection of any sums or debts or damages in default or arising from any such default. All expenses of the Board of Administration or Council of Co-owners or its authorized representative in connection with any such action or proceedings shall be part of the common expenses and collectible as other common expenses. The Board of Administration shall be further empowered and authorized to correct or cure any such matter in default and to do whatever may be necessary for such purposes, and all expenses in connection therewith shall be charged to and assessed against such defaulting co-owner and shall be secured in the same manner as assessments for common expenses.

(28) RIGHTS AND OBLIGATIONS. The provisions hereof shall inure to the benefit of and be binding upon each and all of the co-owners and their respective heirs, executors, administrators, legal representatives, successors, assigns, purchasers, lessees, grantees, mortgagees and others having or claiming an interest in any apartment. Upon the recording or acceptance by a co-owner at any time of any deed, lease or mortgage to him, such co-owner shall have accepted and agreed to and be bound and subject to each and all of the provisions of the Act and this DECLARATION and By-laws, as now existing or hereafter lawfully amended.

(29) NOTICES. Notices provided for in the Act, Declaration or By-laws shall be in writing and shall be addressed to the Board of Administration or the Council of Co-Owners at the address of the Board of Administration or its representative which may be established from time to time and of which the co-owners shall be notified. Notices to be co-owners shall be sent to the mailing addresses of their respective apartment, or to such other address which any co-owner may in writing designate by notice thereof to the Board of Administration or its representative.

(30) SEVERABILITY. If any provision of this DECLARATION or By-laws attached hereto or any section, sentence, paragraph, clause, phrase or word, or application thereof in any circumstance, shall be held invalid or unenforceable, the validity or enforceability of the remainder of the DECLARATION or By-laws and the application of any such provision, section, sentence, paragraph, clause, phrase or word in any other circumstances shall not be affected thereby.

(31) INTERPRETATION. If any declaration or provision, sentence, word or clause contained in this DECLARATION or By-laws shall be susceptible to two or more interpretations, the interpretation which shall most nearly be in accord with the Act and the general purposes and intent of this DECLARATION and By-laws shall govern.

(32) OMISSIONS. In the event of the omission from this DECLARATION of any provision or stipulation which shall be vital,

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necessary or expedient for the accomplishment of the purposes and intent of this DECLARATION, this DECLARATION shall not thereby fail, in whole or in part, but any and all such omitted matter shall be supplied by inference and/or by reference to the provisions of the Act, under which this Condominium Regime is established, and the provisions of such Act are hereby made a part hereof by reference thereto.

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(33) PERPETUITIES. If any provision of the DECLARATION or By-laws would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then notwithstanding anything herein or in said By-laws contained to the contrary, such provision shall be deemed to remain in effect only until the death of the last survivor of the now living descendants of Mark Doornenbal, the Developer, plus twenty-one (21) years thereafter.

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(34) PARTY WALL. There exists in each building delineated in Exhibit "A" and part of the Condominium Regime herein, a party wall which divides Units 1 and 2 in each building; and, notwithstanding any other provision herein, it is in the best interest of the owners of each unit to agree to the maintenance and repair of said party wall. Therefore, the owners of each unit shall acknowledge and agree that the party wall existing between the units is a party wall and owned jointly by the respective owner of each unit, together with their heirs, legal representatives, and/or assigns, and said owners agree that in the event any damage of any type shall occur to said party wall, the responsibility of repairing said wall shall be on the owner who actually caused the damage. Further, in the event the roof covering the units shall leak to an extent that damage would be caused to one or the other of the units, the cost of repair of this roof shall be borne jointly by the owners of the units in such affected building. Further, in the event the damage to the party wall shall be caused by an act of God, the cost incurred to repair said party wall shall be borne jointly by the owners of each unit of such affected building. Further, neither owner of said unit, without the consent of the other owner, shall ever alter, change, repair or do any other act to said party wall which would in any way affect it structurally. This paragraph, dealing with the maintenance of the party walls in this Condominium Regime, shall constitute a covenant running with the land and shall be binding upon the owners of each unit, the heirs, legal representatives, successors and assigns.

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(35) EXHIBITS. The following Exhibits are attached hereto and incorporated herein by reference:

- EXHIBIT "A" - A survey plat of the Condominium Project showing the legal description thereof and the location of the apartments and buildings.
- EXHIBIT "B" - A schedule setting forth the undivided percentage in the Common Elements allocated to each apartment.
- EXHIBIT "C" - The Initial By-laws of this Condominium Project, adopted by Developer as sole owner.
- EXHIBIT "D" - The form of Deed of Trust to secure payment of assessments.

IN WITNESS WHEREOF, MARK DOORNENBAL has caused this DECLARATION to be executed as of this the _____ day of December, 1991.

Mark Doornenbal, Jr.
MARK DOORNENBAL, JR. Developer

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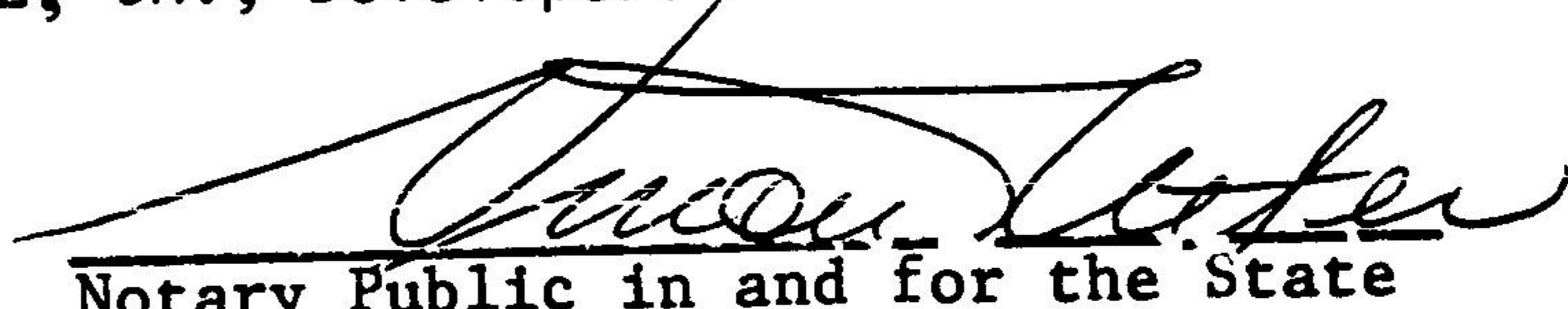
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ACKNOWLEDGMENT

THE STATE OF CALIFORNIA §
COUNTY OF STANISLAUS §

This instrument was acknowledged before me on the 26th day of December, 1991, by MARK DOORNENBAL, JR., Developer.


Notary Public in and for the State
of California
VINCENT UTTER
Notary's Printed Name

Commission Expires:

3-17-95

RSP77/Doornenbal/a



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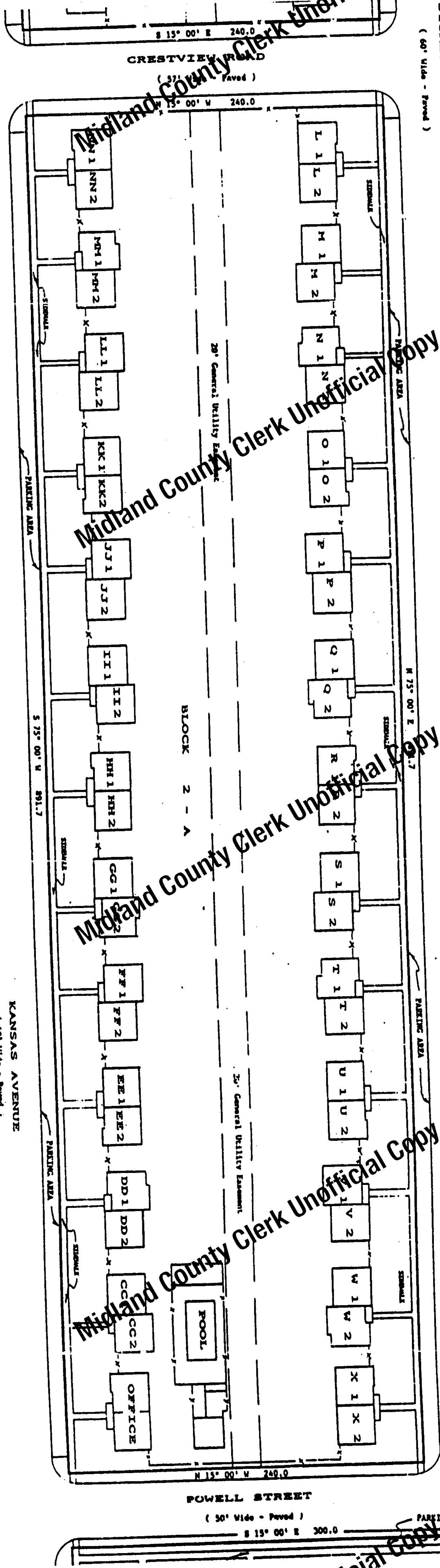
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KANSAS AVENUE
(60' Wide - Paved)

STOREY AVENUE
(60' Wide - Paved)



BLKGS 1-2-A, & 3-A
YURGA-TAN 2
SECTION 2
CITY OF MIDLAND
PLAT 2-3
MIDLAND COUNTY TEXAS



KANSAS AVENUE
(60' Wide - Paved)

STOREY AVENUE
(60' Wide - Paved)

POWELL STREET
(50' Wide - Paved)

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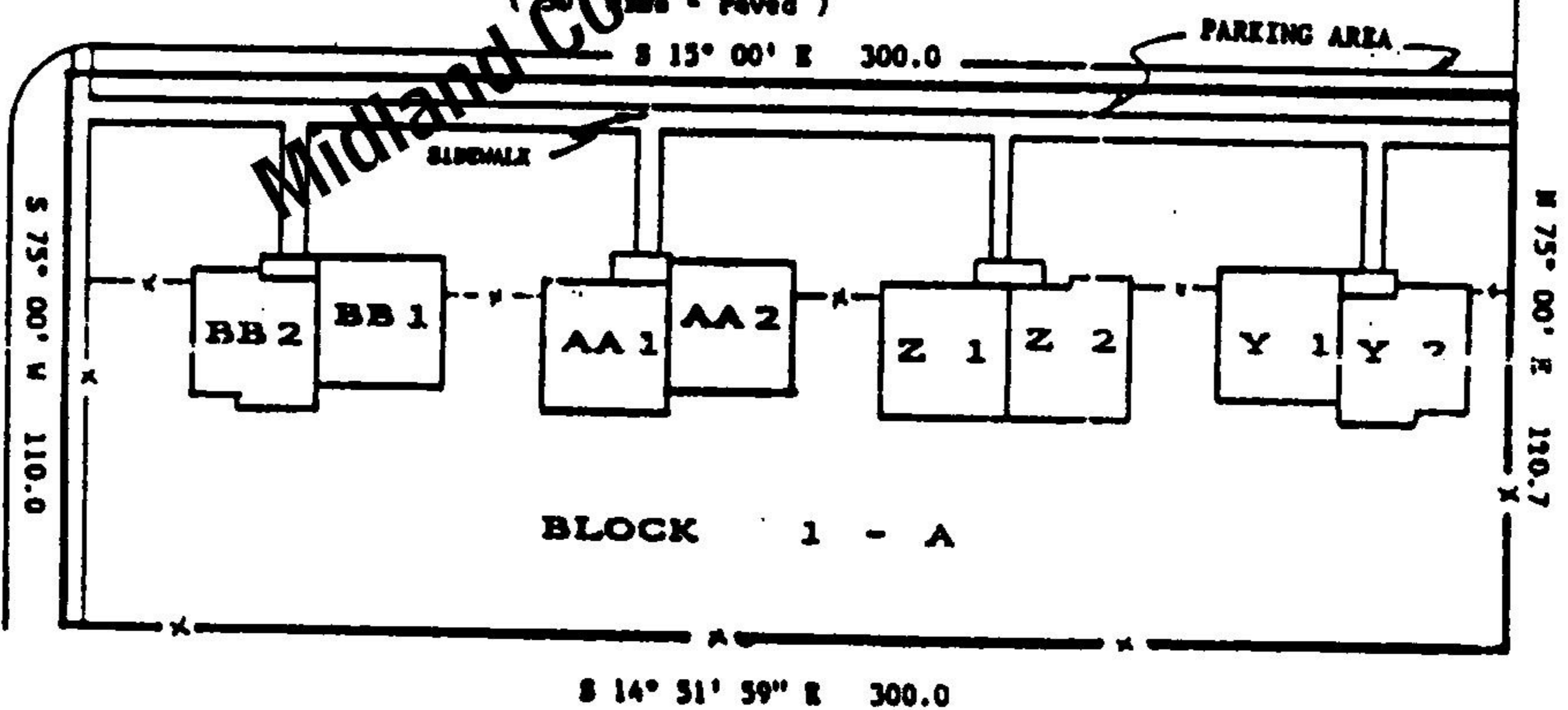
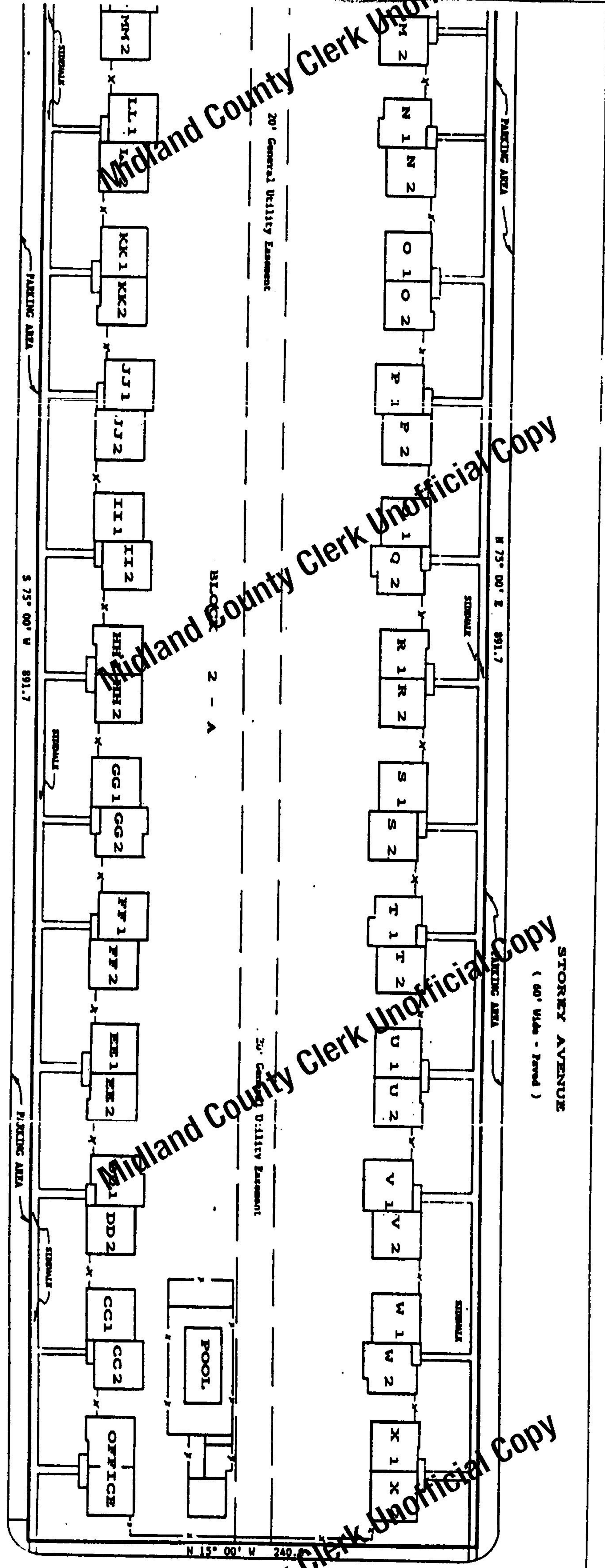
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BLOCKS 1-A, 2-A, & 3-A
YUCCA-TAN ADDITION
SECTION 2
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS



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EXHIBIT "B"
(Consisting of 6 pages)

GOLDEN WALK
3100 HWY 77 KANSAS
MIDLAND TEXAS 79701

<u>UNIT #</u>	<u>UNIT TYPE</u>	<u>SQ. FT.</u>	<u>% OF TOTAL</u>
A-1	A	592.9	.9615385
A-2	A-R	592.9	.9615385
B-1	C-R	592.9	.9615385
B-2	C	592.9	.9615385
C-1	B-R	592.9	.9615385
C-2	B	592.9	.9615385
D-1	A-R	592.9	.9615385
D-2	A	592.9	.9615385
E-1	C	592.9	.9615385
E-2	C-R	592.9	.9615385
F-1		592.9	.9615385
F-2	A-R	592.9	.9615385
G-1	B	592.9	.9615385
G-2	B-R	592.9	.9615385
H-1	C	592.9	.9615385
H-2	C-R	592.9	.9615385
I-1	A-R	592.9	.9615385
I-2	A	592.9	.9615385
J-1	B-R	592.9	.9615385
J-2	B	592.9	.9615385
K-1	C	592.9	.9615385
K-2	C-R	592.9	.9615385
L-1	A-R	592.9	.9615385
L-2		592.9	.9615385
M-1	B-R	592.9	.9615385
M-2	B	592.9	.9615385
N-1	C-R	592.9	.9615385
N-2	C	592.9	.9615385
O-1	A	592.9	.9615385
O-2	A-R	592.9	.9615385
P-1	B	592.9	.9615385
P-2	B-R	592.9	.9615385
Q-1	C	592.9	.9615385
Q-2	C-R	592.9	.9615385
R-1	A-R	592.9	.9615385
R-2	A	592.9	.9615385
S-1	B-R	592.9	.9615385
S-2	B	592.9	.9615385

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GOLDEN PARK
3100 WEST KANSAS
MIDLAND, TEXAS 79701

<u>UNIT #</u>	<u>UNIT TYPE</u>	<u>SQ. FT.</u>	<u>% OF TOTAL</u>
MM-1	C	592.9	.9615385
MM-2	C-R	592.9	.9615385
NN-1	A	592.9	.9615385
NN-2	A-R	592.9	.9615385
OO-1	A	592.9	.9615385
OO-2	A-R	592.9	.9615385
PP-1	B-R	592.9	.9615385
PP-2	B	592.9	.9615385
QQ-1	C-R	592.9	.9615385
QQ-2	C	592.9	.9615385
RR-1	A	592.9	.9615385
RR-2	B	592.9	.9615385
SS-1	B-R	592.9	.9615385
SS-2	B-R	592.9	.9615385
TT-1	C	592.9	.9615385
TT-2	C-R	592.9	.9615385
UU-1	A	592.9	.9615385
UU-2	A-R	592.9	.9615385
VV-1	B-R	592.9	.9615385
VV-2	B	592.9	.9615385
WW-1	C-R	592.9	.9615385
WW-2	C	592.9	.9615385
XX-1	A-R	592.9	.9615385
XX-2		592.9	.9615385
YY-1	B	592.9	.9615385
YY-2	B-R	592.9	.9615385
ZZ-1	A	592.9	.9615385
ZZ-2	A-R	592.9	.9615385

104 Units

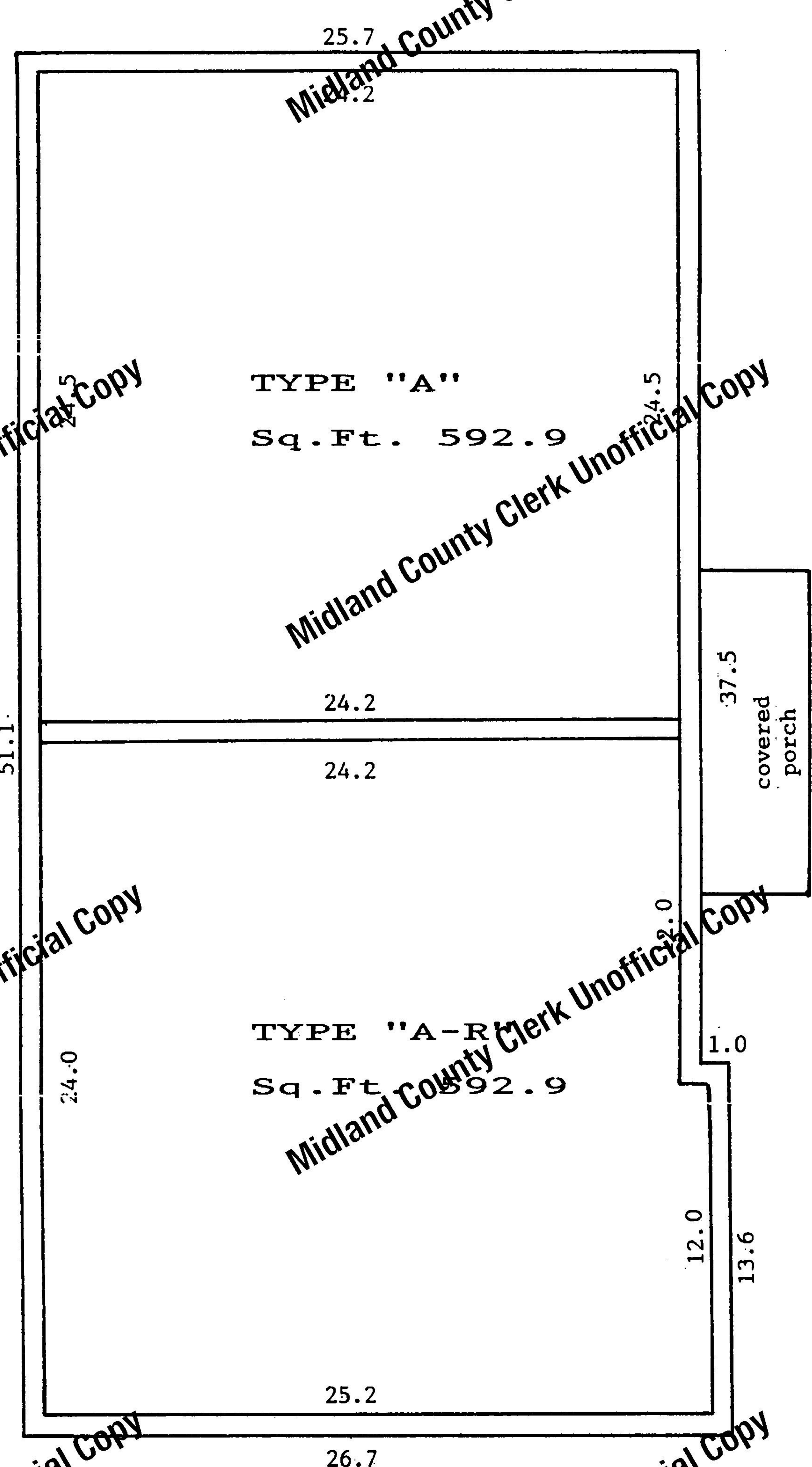
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100%

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FLOORPLAN TYPE "A" & "A-R"
 GOLDEN PARK
 MIDLAND, TEXAS
 SCALE 1" = 6'

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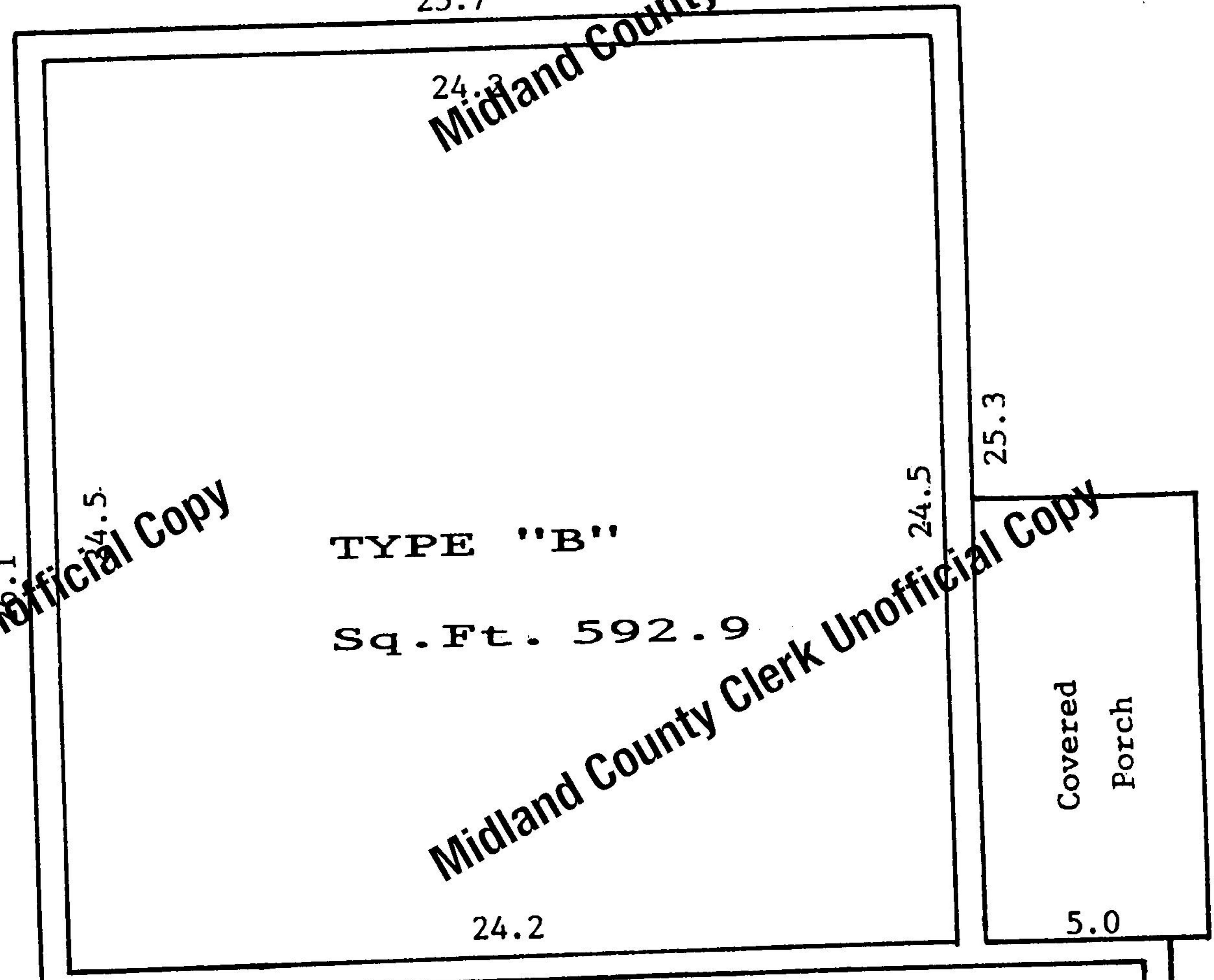
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25.7

24.8

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TYPE "B"

Sq. Ft. 592.9

Covered Porch

5.0

24.2

25.3

24.5

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covered porch
5.0

24.2

TYPE "B"

Sq. Ft. 592.9

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25.3

24.5

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24.5

26.1

24.2

25.7

FLOORPLAN TYPE "B" & "B-R"

GOLDEN PARK

MIDLAND, TEXAS

Scale 1" = 6'

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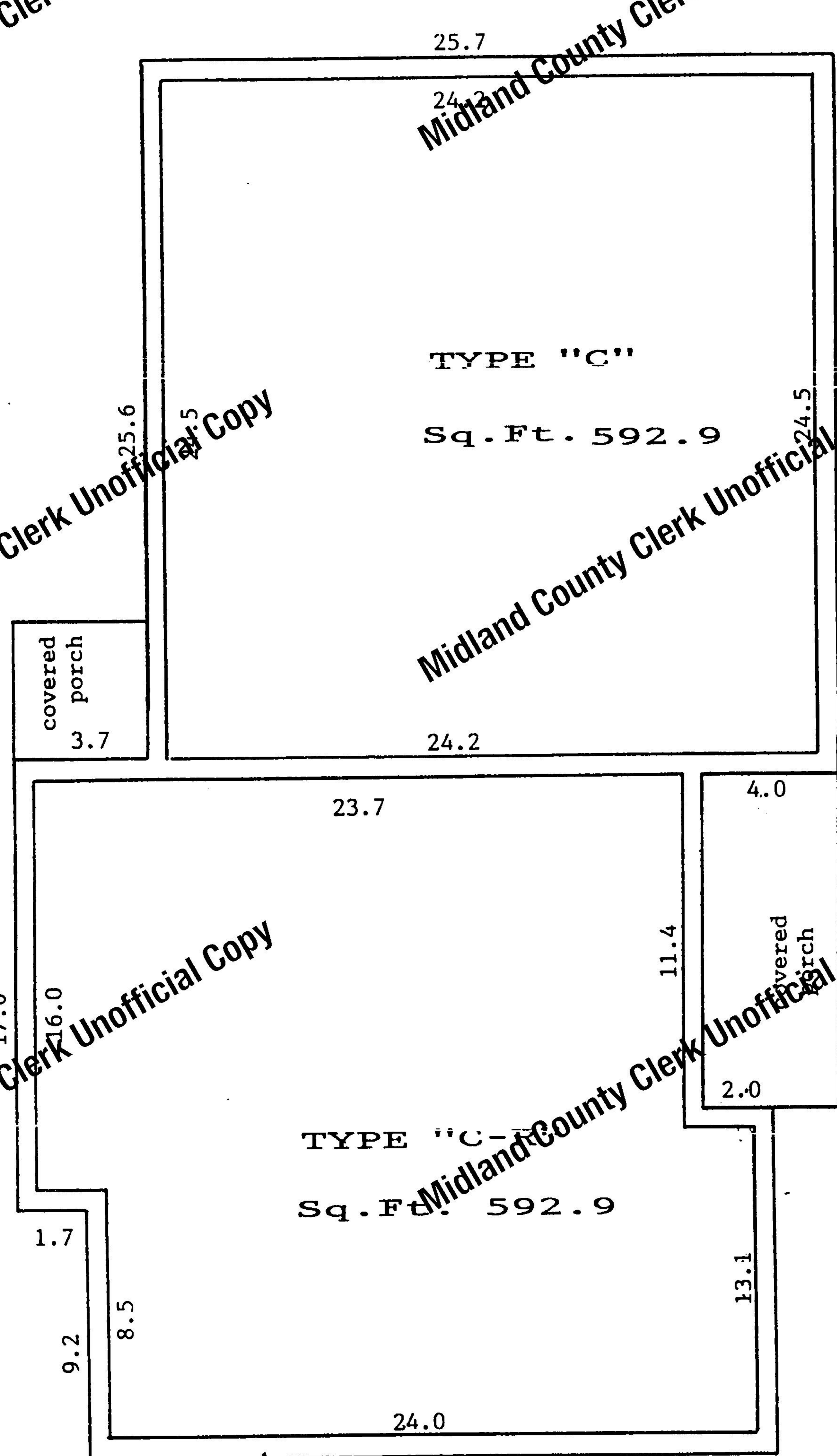
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FLOORPLAN TYPE "C" & "C-R"
 GOLDEN PARK
 MIDLAND, TEXAS
 Scale 1" = 6'

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EXHIBIT "C"
(Consisting of 9 pages)

BY-LAWS OF "GOLDEN PARK"

A Condominium Apartment Project)

MARK DOORNENBAL, (hereinafter referred to as "Developer"), being the sole owner in fee simple of the project tract of land and property submitted to the provisions of the Condominium Act of the State of Texas (hereinafter referred to as the "Act"), for establishment of a condominium regime to be known as "Golden Park" as more particularly defined, described and provided for in the foregoing and attached Enabling Declaration (hereinafter referred to as the "Declaration"), does hereby adopt the following BY-LAWS which shall govern the administration of such condominium regime as provided for and in compliance with said Act.

ARTICLE I.

NAME

This condominium apartment project and the condominium regime established under the Declaration to which these By-laws pertain shall be known as "Golden Park".

ARTICLE II.

ADMINISTRATIVE BODY

Council of Co-Owners. - Each Owner of an apartment unit in Golden Park shall automatically be a member of the "Council of Co-owners" (hereinafter referred to as the "Council") which shall be the governing and administrative body for all unit owners for the protection, preservation, upkeep, maintenance, repair, protection and replacement of the common elements and the government, operation and administration of the condominium regime established in accordance with the provisions of the attached Declaration and the Act, and shall remain a member thereof until such time as his ownership ceases for any reason. Upon any transfer of ownership of any apartment unit, howsoever accomplished, the new unit owner acquiring or succeeding to such ownership interest, shall likewise automatically succeed to such ownership interest, shall likewise automatically succeed to such membership in the Council.

2. Annual Meetings. - The first annual meeting of the Council shall be on such date and at such time and place as shall be specified in a notice which Developer shall give to each unit owner. Thereafter annual meetings shall be held on such dates and at such time and places as the Board of Administration, or its representative, shall annually determine, or on such date and at such time and place as the Council may decide upon at any annual meeting. At any annual meeting the Council may transact any business which may be properly brought before the meeting.

3. Special Meetings. - Special meetings of the Council may be called by the President or a majority of the members of the Board of Administration, or by unit owners having at least 25% of the votes entitled to be cast at such meeting. Notices of special meetings shall be in writing and may be mailed or personally delivered, and each shall state the date, time, place and purpose of the meeting. No business shall be transacted at any special meeting which is not generally stated in the notice, unless unit owners representing at least 55 votes, either in person or by proxy, consent to the transaction of such business.

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4. Votes. - The aggregate number of votes for all Unit Owners shall be one hundred four (104) which shall be divided proportionately among the respective unit owners in accordance with and in proportion to their respective ownership interest in the common elements as allocated to each unit in Exhibit "B" of the Declaration. Votes at any meeting may be cast in person or by proxy. The Developer, through any officer or representative, may cast the votes allocated to the apartment units owned by it.

5. Quorum - Definitions. - A quorum of unit owners for any meeting shall be constituted by unit owners represented in person or by proxy and holding more than 50% of the total votes of all unit owners, as allocated to each unit owner in the Declaration and these By-laws. If any meeting of the Council cannot be organized because a quorum is lacking, then by majority vote of the unit owners present, either in person or by proxy, the meeting may be adjourned to the same hour of a date not less than ten (10) nor more than thirty (30) days from the date on which such meeting was to have been originally held, and at any such adjourned meeting a quorum shall be constituted by unit owners present in person or by proxy and holding more than 40% of the total votes or all unit owners. No new notice of such adjourned meeting need be given if it is to be held at the same place of the originally scheduled meeting. The term "majority vote" as used in these By-laws shall mean a simple majority, that is more than 50% of the votes cast at any meeting. The term "majority of owners or unit owners" as used in these By-laws shall mean the owner or owners of apartment units who in the aggregate own more than 50% interest in the common elements as allocated to the unit owners in Exhibit "B" of the Declaration.

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6. Order of Business. - The order of business at all meetings of the Council shall be as determined by the presiding officer or majority vote of the meeting. The latter shall govern in case of any objection to the former.

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ARTICLE III.

BOARD OF ADMINISTRATION

1. Composition. - At the first annual meeting of the Council, it shall elect a Board of Administration (hereinafter referred to as the "Board") which shall be composed of not less than three (3) persons. At least two (2) of the Board members shall be persons owning or having an ownership interest in an apartment unit. If the owner of any apartment unit is a corporation, partnership, trust or other legal entity, a Board member may be an officer, director, partner or beneficiary of such unit owner. At each subsequent annual meeting of the Council, it shall elect new members to the Board in place of those whose terms have expired.

2. Duties and Authority. - The Board shall manage and administer the affairs of the Council and shall have all such duties, rights, powers and authority given to it by the Act, the Declaration or By-laws, in addition to the following:

- (a) To elect officers of the Council as hereinafter provided.
- (b) To administer the affairs of the Council and the common elements of the project property.
- (c) To keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the project buildings, and its administration and specifying the maintenance and repair expenses of the common elements. Both the books and vouchers accrediting the entries made thereon shall be available for examination by all co-owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by an auditor of the organization, as provided by the Act.

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(d) To engage the services of a manager or managing agent who shall manage and operate the Common Elements for all of the unit owners, upon such terms and for such compensation, and with such specific duties and authority as the Board may approve or as may be specified in the contract of employment executed by the Board in behalf of all unit owners. The compensation paid to the managing agent shall be part of the common expenses.

(e) To formulate and enforce policies for the administration, management and operation of the common elements, without relieving any unit owner or other person of the rights and/or privileges given to him by the Act or the Declaration in respect to the common elements.

(f) To provide for the maintenance, repair, upkeep, protection, and replacement of the common elements, and insurance for the project property, and to approve payment vouchers and make payments therefor.

(g) To delegate any of its duties, powers and authority to the manager or managing agent employed by the Board.

(h) To adopt an annual budget for the estimated common expenses each year, and to provide the manner of assessing and collecting from the unit owners their respective pro-rata shares of such estimated common expenses, as hereinafter provided.

(i) To provide for the designation, hiring and removal of employees and other personnel, including bookkeepers and accountants, and to engage or contract for the services of others, and in general to make purchases of labor, material and/or services for the maintenance, upkeep, repair, replacement, administration, management and operation of the common elements.

(j) In general, the Board shall have all such duties, rights and authority to do all such acts and things as are not by the Act, Declaration or in these By-laws directed to be done or exercised exclusively by the unit owners or Council which shall be necessary or reasonably required for the successful and orderly administration, management and operation of the condominium regime established by the Declaration to which these By-laws pertain.

3. Term of Office. - At the first meeting of the Council at which Board Members are elected, the term of office of one (1) Board member shall be fixed for two (2) years, and the term of office of all other Board Members shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Board Member, his successor shall be elected to serve a term of two (2) years. The Board Members shall hold office for their respective terms and until their successors have been elected and hold their first meeting.

4. Vacancies. - Vacancies in the Board caused by any reason other than the removal of a Board Member by vote of the Council shall be filled for the unexpired term by vote of the majority of the remaining Board Members, even though they may constitute less than a quorum; and each person so elected shall be a Board Member until a successor is elected at the next annual meeting of the Council or special meeting called for that purpose.

5. Resignation. - Any member of the Board may resign at any time by giving written notice of resignation to the President or any other officer of the Council.

6. Automatic Resignation and Removal. - If any member of the Board who was the owner of an apartment unit or interest therein at the time of his election or appointment to the Board, shall at any

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time sell or otherwise dispose of or voluntarily or involuntarily cease to be the owner of such apartment unit or interest therein during his term of office, then upon such termination or cessation of his ownership interest in such apartment unit, such member shall automatically be deemed to have effectively resigned from the Board and he shall automatically be removed therefrom.

7. Removal by Council - At any regular or annual meeting or at any special meeting called for that purpose, the Council may by majority vote remove any one or more members of the Board, with or without cause, provided that a successor or successors shall then and there be elected to fill the vacancy or vacancies thus created, for the unexpired term of the Board Member or Members removed. Any Board Member whose removal has been proposed shall be given an opportunity to be heard at such meeting.

8. Organizational Meeting. - The first meeting of the newly elected Board shall be held within ten (10) days of election at such place as they shall fix at the meeting at which they were elected, and no notice shall be necessary to the newly elected Members in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings. - Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board Members, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Member personally or by mail, telephone or telegraph, at least three (3) days prior to the day designated for such meeting.

10. Special Meetings. - Special meetings of the Board may be called by the President on three (3) days notice to be given as in the case of regular meetings, stating the time, date, place and purpose of the meeting. Special meetings shall be called by the President or secretary in like manner and on like notice, on the written request of at least 50% of the Board Members.

11. Waiver of Notice. - Before or at any meeting of the Board any member may verbally or in writing waive notice of the time, date, place and purpose of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board at any meeting of the Board shall be deemed as a waiver of the required notice of such meeting. If all the Members of the Board are present at any meeting, no notice thereof shall be required and any business may be transacted at such meeting.

12. Quorum. - At all meetings of the Board a majority of the members shall constitute a quorum for the transaction of business, and the acts and decisions of the majority of Board Members present at any meeting at which a quorum is present shall be the acts of the entire board.

ARTICLE IV.

OFFICERS

1. Designation. - The principal officers of the Council shall be a president, one or more vice-presidents, a secretary and a treasurer, and the office of secretary and treasurer may be held at the same time by the same person. The Board may appoint an assistant secretary and assistant treasurer and such other officers as in their judgment may be necessary.

2. Election of Officers. - The officers of the Council shall be elected and appointed annually by the Board at the organizational meeting of each new Board and they shall hold office at the pleasure of the Board.

3. Removal of Officers. - Upon an affirmative vote of a majority of the members of the Board, or by majority vote of the

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Council at any meeting, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting called for such purpose.

4. President. - The President shall also be a member of the Board. He shall be the chief executive officer of the Council and shall preside over meetings of the Board and of the Council. He shall have all the general powers and duties which are usually vested in the office of the president of an organization, including, but not limited to, the power to appoint committees for various purposes as he shall deem appropriate.

5. Vice-President. - The vice-president shall take the place of the president and perform his duties whenever the president is absent or unable to act.

6. Secretary. - The secretary shall keep the minutes of all meetings of the Board and of all meetings of the Council. He shall in general perform all the duties incident to the office of Secretary. The Secretary may be the managing agent or a representative of the managing agent.

7. Treasurer. - The Treasurer shall have responsibility for the Council funds and securities, and shall be responsible for keeping the financial records and books of account.

8. Vacancies. - Vacancies in any office may be filled by the Board at any meeting thereof.

9. No Compensation. - The officers shall receive no compensation for their services as such, except that if the managing agent holds any office he may be paid for his services as managing agent, including performance of the duties of his office.

ARTICLE V.

ASSESSMENTS

1. Budget. - (a) The Board shall prepare or cause to be prepared, an estimated annual budget for each fiscal year of the Council. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacement, landscaping, insurance, water service, power and other common utilities, management fees and other common expenses. The annual budget shall also take into account and provide for a reserve for contingencies for the year and a reserve for replacements of the common elements, in reasonable amounts as fixed by the Board. Any surplus or deficits in regards to previous budgets shall also be considered.

(b) The annual budget as estimated by the Board for each fiscal year shall be approved by the Board, and copies thereof shall be furnished to each Unit Owner not later than ninety (90) days after the beginning of such year. Unless the Board otherwise determines, each fiscal year shall be from the first day of January of each calendar year, beginning on January 1, 1992 to the last day of December of the succeeding calendar year. The Board may designate a different fiscal year at its pleasure.

2. Obligation of Unit Owners. - On or before the first day of the first month and on each succeeding month of the year covered by the annual budget, each Unit Owner shall pay to the managing agent or the Board or such person as the Board may designate, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as estimated in and shown by such annual budget. Such proportionate share for each unit owner shall be in the ratio of his respective ownership interest in the common elements as set for in Exhibit "B" of the Declaration and as provided for in the Declaration. The Board, managing agent or other person authorized to collect and receive such monthly assessments shall receive and hold the same in trust as trustee for

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each of the unit owners and shall use, disburse, pay and expend the same for the purposes authorized by said Act, Declaration, these By-laws or resolution of the Council of Co-owners, for the mutual and common good and benefit of the Unit Owners. The Board of managing agent may cause a statement to be sent to each unit owner for his respective assessment each month, but the failure to send or receive any such statement during any month shall not relieve the obligation or excuse the failure to pay same or any part thereof. In the event that the Board shall not approve an estimated annual Budget for any year, or until such time as the Board approves an estimated annual Budget for a new fiscal year and notifies each unit owner of such, each unit owner shall continue to pay each month the amount of his respective monthly assessment as last determined. No unit owner shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using or occupying the apartment belonging to him or by waiving or abandoning his rights or privileges to use or enjoy the common elements or any part thereof, nor under any other circumstances so long as his ownership continues. It shall be the duty of each and every unit owner to pay his proportionate share of the common expenses, in the same ratio as his percentage of ownership interest in the common elements as set for in the Declaration, whether or not a statement for such monthly assessment is sent or received. If any unit owner shall fail or refuse to pay his pro-rata part of the common expenses, or any part thereof, the amount thereof unpaid shall constitute a lien against his apartment unit, subject to certain prior liens and subject to foreclosure as provided for in the Declaration.

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3. Supplemental Budget. - In the event it shall appear to the Board that the estimated annual budget for any fiscal year shall be inadequate to cover the estimated common expenses in respect to the common elements or the project property or other expenses, special assessments lawfully agreed to by the Council or the unit owners in accordance with the provisions of the Act or Declaration, then the Board shall prepare or cause to be prepared a supplemental estimated budget to cover the estimated deficiency for the remainder of the fiscal year and each unit owner shall be assessed and pay his proportionate part of such supplemental annual budget in the same ratio of his percentage of ownership interest in the common elements as established in the Declaration.

4. Capital Expenditures - Contracts. - The Board shall not approve any capital expenditures for new improvements on any part of the common elements, excluding repair or replacement of existing improvements, in excess of Ten Thousand Dollars (\$10,000.00) nor enter into contracts for more than three (3) years, without the approval of the unit owners or owners who in the aggregate own more than 50% of the common elements.

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5. Assessment During Period of Temporary Administration. No budget or estimated budget for the common expenses shall be prepared or adopted for or during the limited period of the temporary administration of this condominium project by the Developer, as Temporary Administrator, as provided for in the Declaration and these By-laws; however, during this limited period of temporary administration by the Developer there shall be assessed against each unit owner, and each unit owner shall agree to pay, his pro-rata share, in proportion to his percentage of ownership interest in the common elements (as set out in Exhibit "B" of the Declaration), of the common expenses actually incurred by the Developer, as temporary administrator, for maintenance, repairs, upkeep, replacement, and other service to the common elements, as well as for insurance, water, power, and other common utilities or services, and such other expenses as the Developer shall actually incur as Temporary Administrator which constitute "common expenses" under the provisions of said Act, Declaration or these By-laws, except, however, that no assessment during such period of temporary administration shall include any expense incurred by Developer for the services of any temporary managing agent employed by it, nor shall the same include any compensation for the services of Developer as Temporary Administrator.

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During the limited period of said temporary administration by the Developer, the Developer shall from time to time, as it shall deem proper, send or cause to be sent to each unit owner, a written statement which shall set forth the nature and amount of the common expenses incurred by Developer as temporary administrator for the period of time specified in each statement, and each such statement as sent shall constitute an assessment against each apartment unit and unit owner for its and his pro-rata share of such common expenses. Each unit owner shall pay the amount of his assessment to the Developer within fifteen (15) days after the date each statement is sent. Each assessment thus made shall constitute a lien against each apartment in the same manner and to the same extent as the liens provided for in the Declaration to secure the payment of assessments for common expenses.

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On or prior to the termination of the temporary administration by the Developer, the Developer shall prepare or cause to be prepared and furnish copies to each unit owner (in person or by sending same to the address of each apartment unit), a proposed or suggested estimated annual budget for the first fiscal year of the Council of Co-owners following termination of the temporary administration by the Developer, which suggested or proposed estimated budget may be considered, adopted or rejected in whole or in part by the first Board of Administration to be elected. The duty of Developer, as temporary administrator, to pay for common expenses and to make and collect assessments therefor shall cease and terminate at the same time the temporary administration by it ceases and terminates as provided for in the Declaration and/or in these By-laws, and thereafter, it shall be the duty of said Board of Administration to adopt an estimated annual budget for each fiscal year and to make and collect assessments for common expenses in accordance with the provisions of the Declaration and these By-laws.

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ARTICLE VI.

RULES OF CONDUCT

1. The apartment units shall be used and occupied only for the purpose or purposes authorized in the Declaration. No unlawful, immoral, noxious or offensive activities shall be carried on in any apartment unit or elsewhere on the project property, nor shall anything be done therein or thereon which shall constitute a nuisance or cause unreasonable noise or disturbance to others.

2. Unit owners shall not display, hang, or store any signs, clothing, sheets, blankets, laundry or other articles outside his unit; nor shall any unit owner paint or decorate or adorn the outside walls of the apartment building, or install outside his unit any canopy or awning or other equipment, fixtures or items of any kind, without the prior written permission of the Board.

3. The Developer may use any apartment unit or units it may own as a "model apartment" for display to the public and/or as a sales office during the period of time it owns any apartment, or apartments which are for sale, and it may place or affix an appropriate sign or signs on the door or hallway outside such unit, or on the project property to advertise the same, and during such period existing signs on the property may be maintained.

4. Each unit owner shall maintain his apartment in good condition and in good repair and order, at his own expense, excepting the common elements.

5. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner.

6. Trash, garbage and other waste shall be kept in sanitary containers while in any apartment and shall be disposed of in the garbage disposal installations provided or as otherwise directed by the Board or Managing Agent.

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7. In the event of construction, during such period, the Developer and its employees, agents, representatives, contractors or sub-contractors, and other persons authorized by Developer, and their agents and employees, shall be entitled to access, ingress and egress to said project property, as may be required in connection with such construction or completion of construction.

8. No unit owner shall do anything which would change the appearance of any area outside his apartment, or any part of the common elements, without the prior written consent of the Board or managing agent first obtained, and then only in the manner specified in such consent.

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ARTICLE VII.

TEMPORARY ADMINISTRATION BY DEVELOPER

During the limited period of temporary administration of this condominium regime and the project property by the Developer, as provided for in the Declaration, the Developer shall constitute and represent and act as the Council of Co-owners and shall exclusively have and exercise all powers, rights, authority and duties of the Council of Co-owners, and the Developer may in its discretion delegate all such powers, rights, authority and duties to a temporary managing agent whom it may designate. Such managing agent shall also constitute and exclusively act as, and represent and have all of the powers, rights, authority, duties and functions of the Board of Administration during the period of such temporary administration by Developer.

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ARTICLE VIII.

RESOLUTIONS

Resolutions adopted by the Board from time to time, pursuant to the Declaration or By-laws or in the exercise of its duties which do not amend these By-laws need not be filed for records, but the records thereof shall be kept in the minute book.

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ARTICLE IX.

AMENDMENTS

These By-laws may be amended or modified from time to time by action or approval of a majority of the unit owners (as such majority is defined in these By-laws), but no amendment, change or modification shall be made which would conflict or be inconsistent with the Declaration or any of its provisions, except in the manner required for amendments to the Declaration. Such amendments shall be filed for record in the Office of the County Clerk of Midland County, Texas. The term "majority of unit owners" or "majority of owners" as used in these By-laws and in the Declaration, means the owners of the owners of apartments who in the aggregate own more than 50% of the common elements as allocated to the unit owners in Exhibit "B" of the Declaration.

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ARTICLE X

MORTGAGES

1. An owner who places a mortgage or other lien on his unit shall notify the Board, or Management Agent, if any, of the name and address of his mortgagee, and the Board shall maintain such information in a book which shall be kept for that purpose.

2. At the request of any Mortgagee of an unit, the Board or Managing Agent shall report any unpaid assessment due from the owner of such unit.

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The State of Texas,

County of

That

Know All Men by These Presents:

of County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by Trustee, party of the second part, of

County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Aliened, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also the Substitute Trustee, as hereinafter provided, of the following described property, lying and situated in the County of , in the State of Texas, to-wit:

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

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That whereas, the said parties of the first part are justly indebted to
party of the third part herein, as evidenced by certain promissory note executed by the said
parties of the first part and payable to the order of the said party of the third part, and being further described as follows,
to-wit:

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, with principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part, should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at the door of the Courthouse of the County, or each County, in which said real estate is situated, to sell the same, in accordance with such advertisement, at public vendue, at the Courthouse door of the County in which the sale is to be made, on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee shall pay: First, all the expenses of advertising sale and conveyance, including a commission of five per cent to himself, and then to the holder of said indebtedness, the full amount of principal and interest due and unpaid on said indebtedness, as hereinbefore set forth, and all taxes, assessments, insurance premiums or other advancements made, as provided for herein, with interest thereon, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual lien against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance and the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. The holder of said indebtedness shall have equal rights to become the purchaser at such sale, being the highest bidder.

In addition to the posting of the notice provided for above, the holder of said indebtedness shall, at least twenty-one days preceding the date specified in the hereinabove described notice as the date upon which said property will be sold as aforesaid, serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of the holder of said indebtedness which service shall be completed upon deposit of the notice, or a copy thereof, enclosed in a postpaid wrapper, properly addressed to each of such debtors at the most recent address as shown by the records of the holder of such indebtedness, in a post office or official depository under the care and custody of the United States Postal Service or its successors. It is expressly agreed that the affidavit of any person having knowledge of the facts to the effect that such service was completed as aforesaid, shall be prima facie evidence of the fact of such service and it is further expressly agreed and stipulated that the party of the second part, or any employee, agent or representative of the holder of said indebtedness may make such service as aforesaid.

In any event, with or without cause or reason, at the option of the holder of the indebtedness, a successor and substitute Trustee may be named, constituted and appointed by the said holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom loss, if any, shall be payable, and by whom the policies shall be kept, and in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expenses incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in no wise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

It is further agreed and stipulated by parties of the first part that in the event of any sale, under the terms of this deed of trust by the Trustee or a successor substitute Trustee, of the above described property, parties of the first part, their heirs (or successors) and assigns or any party holding possession of the above described property shall forthwith deliver possession of the property to the purchaser at such sale and upon failure to so deliver possession, the relationship of landlord and tenant at will shall be created, and upon demand said purchaser shall be entitled to institute and proceed with a Forcible Detainer action in the Justice of the Peace Court in the Justice Precinct in which said property is located.

It is expressly understood and agreed that the recitals in the conveyance to the purchaser at said sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusively presumed to have been performed, and such sale and conveyance shall be conclusive against the Parties of the First part herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed.

WITNESS

has

this

day of

, 19

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Midland County Clerk

Mailing addresses of grantees are:

Mailing address of trustee:

Mailing address of each beneficiary:

Name:
Address:

Name:
Address:

Name:
Address:

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Midland County Clerk Unofficial Copy

Midland County Clerk

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____

My commission expires:

Notary Public, State of Texas
Notary's printed name:

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____

My commission expires:

Notary Public, State of Texas
Notary's printed name:

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____, by _____ of _____ a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas
Notary's printed name:

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk

STATE OF TEXAS
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument in writing with its certificate of authentication, was filed for record in my office on the _____ day of _____, A.D. 19____, at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____, A.D. 19____, in Vol. _____, page _____, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in _____ the day and year last above written.

(L.S.)

County Clerk County, Texas

By _____, Deputy

Filed for Record the 30 day of December A.D. 1991 at 3:45 o'clock P. M.

Duly Recorded this the 30 day of December A.D. 1991, at 3:50 o'clock P. M.

ROSELLE CHERRY, COUNTY CLERK
MIDLAND COUNTY, TEXAS

INSTRUMENT NO. 23207

By Becky Bishop, Deputy